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*Glenn J. Dowling*  
REGISTER OF DEEDS

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DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 488 through 595, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 488 through 595, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and any Lots created by a Replat of any of said Lots.

C. "Lot" shall mean and refer to each of Lots 488 through 595, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and any Lots created by a Replat of any of said Lots.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III  
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 488 through 595, inclusive, in Millard Park and any Lots created by a Replat of any of said Lots shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,300 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in Article III, A. above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to new factory built or panelized construction if approved by the Architectural Control Committee.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, of exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the tree planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion.

ARTICLE IV  
Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V  
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the Sarpy County or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2001-19781F

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. The Declarant or its assigns may amend this Declaration, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28<sup>th</sup> day of June, 2001.

DECLARANT:

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership

BY: DODGE DEVELOPMENT, INC.  
a Nebraska corporation,  
the sole General Partner

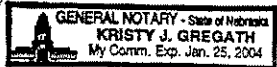
BY: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of June, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development Inc., a Nebraska corporation, which corporation is the sole general partner of Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

Kristy J. Gregath  
Notary Public



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INSTRUMENT NUMBER  
2000-14-14-9 2  
2000 FEB 24 PM 2:25  
*Sharon J. [Signature]*  
REGISTER OF DEEDS

Counter mm  
Verify AK  
D.E. JS  
Proof \_\_\_\_\_  
Fee \$ 25.00  
Ck  Cash  Chg

EASEMENT

THIS EASEMENT made this 10<sup>th</sup> day of February, 2000, by and between Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 162 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing storm sewers in a subdivision known as Millard Park in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs certain permanent easement for a drainage way in Millard Park.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following is agreed between the Grantor and Grantee herein.

1. Grant of Easement. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, a permanent easement for construction and maintenance of a drainage way over the south twenty-five (25) feet of Lots 434, 435 and Lots 440 through 442, inclusive, and Lots 445 through 449, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a drainage way swale over said property. The Grantee shall have the full right and authority to enter upon this easement for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way swale. After the drainage way swale is constructed by Grantee, the portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence shall be constructed across or on the drainage way swale.

3. Consideration for Easement. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.

4. Term of Easement. This easement shall be perpetual.

5. Make Good Any Damages. By accepting and recording this easement, the Grantee agrees to make good or cause to make good to the owner of the property on which said easement are located all damage that may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent





FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
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*Steve J. [Signature]*  
REGISTER OF DEEDS

Courier SS  
Verify MS  
D.E. MS  
Proof D  
Fee \$ 82.50  
Ck  Cash  Chg

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 403 through 487, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 403 through 487, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 403 through 487, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

1 of 8



Real Estate Services  
8701 West Dodge Road  
Suite 300  
Omaha, Nebraska 68114

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2000-05436A

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

2000-05436B

ARTICLE III  
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 403 through 487, inclusive, in Millard Park shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

2000-054360

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to new factory built or panelized construction if approved by the Architectural Control Committee.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots,

2000-05436E

except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the tree planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion.

#### ARTICLE IV Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

#### ARTICLE V COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty

2000-05436F

Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the Sarpy County or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

#### ARTICLE VI GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. The Declarant or its assigns may amend this Declaration, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 7th day of March, 2000.

DECLARANT:

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership

BY: DODGE DEVELOPMENT, INC.  
a Nebraska corporation,  
the sole General Partner

BY:   
W. L. Morrison, Jr., President



2000-054366

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 7th day of March, 2000, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development Inc., a Nebraska corporation, which corporation is the sole general partner of Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

Kristy J. Gregath  
Notary Public



*TRACY*  
FIRST NATIONAL BANK OF OMAHA  
Mortgage Loan Department  
One First National Center  
Omaha, Nebraska 68102

**DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS**

94-06230

**THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS**, made this 16th day of March, 19 94, among MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, whose mailing address is c/o N.P. Dodge Company, 8701 West Dodge Road, Omaha, Nebraska 68114  
as Trustor,  
FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska, whose mailing address is One First National Center, Omaha, Nebraska 68102  
as Trustee, and  
FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska, whose mailing address is One First National Center, Omaha, Nebraska 68102  
as Beneficiary:

**WITNESSETH:**

That Trustor irrevocably grants, transfer and assigns to Trustee in trust, with power of sale, the following described Real Estate:

See Exhibit "A" attached hereto and by this reference incorporated herein.

THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT WITHIN THE PURVIEW OF THE NEBRASKA CONSTRUCTION LIEN ACT (§§ 52-125 to 52-159, R.R.S. 1943), AND SECURES AN OBLIGATION WHICH TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THIS SECURITY INTEREST IS GIVEN AND IS A CONSTRUCTION SECURITY INTEREST.

Proof	<i>[Signature]</i>
D.E.	<i>[Signature]</i>
Verify	<i>[Signature]</i>
Filed	
Checked	
Fee \$	50.50

INSTRUMENT NUMBER  
94-06230

54 MAR 17 PM 2:46

*Carol A. Davis*  
REGISTER OF DEEDS

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements thereof; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustor or in which Trustor now has or hereafter acquires an interest; (e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or of the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and (h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor. The property so conveyed hereunder is hereinafter referred to as "such property".

**FOR THE PURPOSE OF SECURING:**

- A. Payment of the principal sum of Three Million Two Hundred Thousand Dollars (\$3,200,000.00) evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "Promissory Note") issued by Trustor in said amount and payable to the order of Beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.
- B. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor incorporated by reference or contained herein or in any other security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.
- C. Payment of all fees and charges of Beneficiary, whether or not set forth herein.
- D. Payment of future advances necessary to protect such property.
- E. Payment of future advances to be made at the option of Trustor and Beneficiary.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:**

- 1. **Title:** That it is lawfully seized and possessed of a good and indefeasible title and estate to such property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whatsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon such property.
- 2. **Maintenance:** To keep such property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions of restrictions affecting such property; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon such property in violation of law; to do all other acts in a timely and proper manner which from the character or use of such property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.
- 3. **Construction of Improvements:** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any construction lien against such property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed Improvements promptly, (b) to complete same in accordance with plans and specifications as approved by Beneficiary, (c) to comply with all of the terms of any construction loan agreement between Trustor and Beneficiary, (d) to allow Beneficiary to inspect such property at all times during construction, and (e) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered or certified mail, sent to his last known address, or by personal service of the same.

*OT*

thence North 02°38'44" West for 30.64 feet parallel with and 33.00 feet East of the West line of the Northwest quarter of said Section 15;

thence North 16°00'37" East for 128.43 feet along the East right-of-way line of 168th Street to the South right-of-way line of said railroad;

thence along a curve to the right (having a radius of 2738.15 feet and a long chord bearing of North 75°13'10" East for 1011.89 feet) for an arc distance of 1017.74 feet along said South right-of-way;

thence North 85°52'03" East for 1575.23 feet along said South right-of-way to the Point of Beginning, containing 20.60 acres.

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94-06230E

thence South 87°20'23" West for 2,596.47 feet along said South line to the Southwest corner of the Northeast Quarter of said Section 15;

thence North 02°20'41" West for 405.25 feet to the True Point of Beginning, containing 24.05 acres.

Parcel 2:

Those parts of the Northwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 15;

thence South 02°20'41" East (bearings based on the Nebraska State Plane System 1927 Datum) for 33.00 feet to the South right-of-way line of Harrison Street and the True Point of Beginning;

thence continuing South 02°20'41" East for 2110.58 feet along the East line of the Northwest quarter of said Section 15 to the North right-of-way line of the Burlington Northern Railroad;

thence South 85°52'03" West for 1578.35 feet along said North right-of-way line;

thence along a curve to the left (having a radius of 2838.15 feet and a long chord bearing South 75°34'33" West for 1014.12 feet) an arc distance of 1019.59 feet along said North right-of-way line to the East right-of-way line of 168th Street;

thence North 07°22'46" West for 424.10 feet along East right-of-way of 168th Street;

thence North 02°38'44" West for 1932.35 feet parallel with and 33.00 feet East of the West line of the Northwest quarter of said Section 15 to the South right-of-way line of Harrison Street;

thence North 87°16'38" East for 2616.67 feet parallel to and 33.00 feet South of the North line of the Northwest quarter of said Section 15 to the Point of Beginning containing 129.76 acres;

together with that part of the Northwest quarter of said Section 15 lying South of the Burlington Northern Railroad right-of-way described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 15;

thence South 02°20'41" East for 2243.63 feet along the East line of said Northwest quarter to the South right-of-way line of the Burlington Northern Railroad and the True Point of Beginning;

thence continuing South 02°20'41" East for 405.25 feet to the Southeast corner of the Northwest quarter of said Section 15;

thence South 87°20'23" West for 2602.93 feet to the East right-of-way of 168th Street;

94-06230 D

thence South 02°08'43" East for 150.00 feet parallel with and 43.00 feet West of said East line;

thence South 36°05'27" West for 217.37 feet;

thence South 87°21'30" East for 135.00 feet;

thence North 87°51'17" East for 10.00 feet;

thence South 02°08'43" East for 471.41 feet parallel with and 33.00 feet West of said East line to the North right-of-way line of the Burlington Northern Railroad;

thence along a curve to the left (having a radius of 5,697.76 feet and a long chord bearing North 87°28'05" West for 1,208.00 feet) for an arc distance of 1,210.28 feet along said North right-of-way line;

thence North 03°32'26" West for 100.00 feet;

thence along a curve to the left (having a radius of 5,797.76 feet and a long chord bearing South 86°09'25" West for 58.69 feet) for an arc distance of 58.69 feet along said North right-of-way line;

thence South 85°52'02" West for 342.86 feet along said North right-of-way line;

thence South 04°07'56" East for 100.00 feet;

thence South 85°52'03" West for 994.46 feet along the North right-of-way line of the Burlington Northern Railroad to the West line of the Northeast Quarter of said Section 15;

thence North 02°20'41" West for 2,143.58 feet along said West line to the Point of Beginning, containing 124.66 acres;

together with that part of the Northeast quarter of said Section 15 lying South of the railroad right-of-way described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 15;

thence South 02°20'41" East for 2,243.63 feet along the West line of said Northeast Quarter to the South right-of-way line of the Burlington Northern Railroad and the True Point of Beginning;

thence North 85°52'03" East for 1,315.30 feet along said South right-of-way line;

thence South 04°07'57" East for 25.00 feet;

thence North 85°52'03" East for 25.14 feet along said South right-of-way line;

thence along a curve to the right (having a radius of 5,572.76 feet and a long chord bearing South 87°38'09" East for 1,261.18 feet) for an arc distance of 1,263.89 feet to the West right-of-way line of 156th Street;

thence South 02°08'43" East for 304.24 feet parallel with and 33.00 feet West of the East line of the Northeast quarter of said Section 15 to the South line of said Northeast quarter;

94-06230B

## EXHIBIT "A"

## LEGAL DESCRIPTION

Parcel 1:

Those parts of the Northeast Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 15;

thence North  $87^{\circ}11'39''$  East (bearings based on the Nebraska State Plane System 1927 Datum) for 1,877.77 feet along the North line of the Northeast Quarter of said Section 15;

thence South  $02^{\circ}09'05''$  East for 61.00 feet;

thence North  $87^{\circ}11'39''$  East for 296.00 feet;

thence South  $72^{\circ}30'13''$  East for 100.57 feet;

thence North  $87^{\circ}11'39''$  East for 303.00 feet;

thence South  $55^{\circ}42'05''$  East for 9.95 feet;

thence South  $02^{\circ}09'04''$  East for 211.50 feet;

thence North  $87^{\circ}11'29''$  East for 9.00 feet;

thence South  $02^{\circ}09'04''$  East for 498.50 feet;

thence North  $87^{\circ}11'41''$  East for 50.00 feet to the East line of the Northeast Quarter of said Section 15;

thence South  $02^{\circ}09'10''$  East for 1,418.88 feet along said East line to the North right-of-way of the Burlington Northern Railroad;

thence along a curve to the left (having a radius of 5,697.76 feet and a long chord bearing North  $87^{\circ}17'57''$  West for 1,241.42 feet) for an arc distance of 1,243.89 feet along said North right-of-way line;

thence North  $03^{\circ}32'26''$  West for 100.00 feet;

thence along a curve to the left (having a radius of 5,797.76 feet and a long chord bearing South  $86^{\circ}09'25''$  West for 58.69 feet) for an arc distance of 58.69 feet along said North right-of-way line;

thence South  $85^{\circ}52'02''$  West for 342.86 feet along said North right-of-way line;

thence South  $04^{\circ}07'56''$  East for 100.00 feet;

thence South  $85^{\circ}52'03''$  West for 994.46 feet along the North right-of-way line of the Burlington Northern Railroad to the West line of the Northeast Quarter of said Section 15;

thence North  $02^{\circ}20'41''$  West for 2,143.58 feet along said West line to the Point of Beginning;

and;

Commencing at the Northwest corner of the Northeast Quarter of said Section 15;

94-06230C

thence South 02°20'41" East for 2,243.63 feet along the West line of said Northeast Quarter to the South right-of-way line of the Burlington Northern Railroad and the True Point of Beginning;

thence North 85°52'03" East for 1,315.30 feet along said South right-of-way line;

thence South 04°07'57" East for 25.00 feet;

thence North 85°52'03" East for 25.14 feet along said South right-of-way line;

thence along a curve to the right (having a radius of 5,572.76 feet and a long chord bearing South 87°27'46" East for 1,294.60 feet) for an arc distance of 1,297.53 feet to the line of the Northeast Quarter of said Section 15;

thence South 02°08'43" East for 297.42 feet along said East line to the Southeast corner of the Northeast Quarter of said Section 15;

thence South 87°20'23" West for 2,629.47 feet along said South line to the Southwest corner of the Northeast Quarter of said Section 15;

thence North 02°20'41" West for 405.25 feet to the True Point of Beginning.

All except that portion thereof conveyed by Quitclaim Deed filed in Book 70 at Page 671, and all subject to public roads and/or highways.

Parcel 1 is also described as follows:

Those parts of the Northeast Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 15;

thence North 87°11'39" East (bearings based on the Nebraska State Plane System 1927 Datum) for 1,877.77 feet along the North line of the Northeast quarter of said Section 15;

thence South 02°09'05" East for 61.00 feet;

thence North 87°11'39" East for 296.00 feet;

thence South 72°30'13" East for 100.57 feet;

thence North 87°11'39" East for 303.00 feet;

thence South 55°42'05" East for 9.95 feet;

thence South 02°09'04" East for 211.50 feet;

thence North 87°11'29" East for 9.00 feet;

thence South 02°09'04" East for 498.50 feet;

thence North 87°11'41" East for 17.00 feet;

thence South 02°08'43" East for 608.72 feet parallel with and 33.00 feet West of the East line of the Northeast quarter of said Section 15;

thence South 87°51'17" West for 10.00 feet;

97-21053

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
97 021053

Counter 17  
Verify: JD  
Fee: 99.50  
Check   
Cash   
Charge

97 SEP 24 AM 9:45

*Lloyd J. Dowding*  
REGISTER OF DEEDS

@@

THIS PAGE ADDED FOR  
RECORDING  
INFORMATION.

LLOYD J. DOWDING  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE #1109  
PAPILLION, NEBRASKA 68046-2895

OT



DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 211 through 320, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all Lots in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to Lots 211 through 320, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted,

altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above- mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 211 through 320 inclusive, shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the

point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line.

In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be six (6) feet high, shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the

dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

97-21053 F

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

#### ARTICLE IV Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

C. By separate documents easements have been reserved to all Owners of Lots in the Properties on certain Lots with part or all of their rear or side yards adjoining Harrison Street or 156th Street (Lots 215 through 228, inclusive, Lots 44 through 50, inclusive, and 50 through 54, inclusive, 109 and 110) for a fence along said streets. Said easements are recorded in the Miscellaneous Records of Sarpy County, Nebraska.

D. By a separate document perpetual easements have been reserved to all Owners of Lots in the Properties on parts of Lots 44, 109, and 110 for entrance markers for the subdivision. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.

**ARTICLE V**  
**COVENANTS RELATING TO TELEPHONE COMPANY**

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the Sarpy County or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

**ARTICLE VI**  
**GENERAL PROVISIONS**

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.





FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-014604

99 MAY 12 PM 1:26

*Glenn J. Dowling*

REGISTER OF DEEDS

Counter DD

Verify S

D.E. AK

Proof AK

Fee \$ 65.00

Ck  Cash  Chg

99-14604

AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
MILLARD PARK

THIS AMENDMENT TO DECLARATION made on the date hereinafter set forth by the undersigned, Millard Park Limited Partnership, a Nebraska limited partnership, who is the Declarant in the Declaration of Covenants, Conditions and Restrictions for certain lots in Millard Park which were filed and recorded on September 24, 1997, at Instrument 97-21053 A through H in the Register of Deeds Office of Sarpy County, Nebraska, herein referred to as the Covenants on the following described lots.

Lots 211 through 320, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Article VI.B. of said Covenants provides in part "This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof.

NOW THEREFORE, the Declarant by its authority under Article VI.B. of the Covenants, hereby amends the Covenants by substituting the following paragraph in place of Article III, Section B., paragraph 5 of the Covenants.

- 5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

Except for the above stated change, all terms and conditions of the original recorded Covenants shall remain as stated.

This Amendment shall be effective when it has been executed by the Declarant and recorded with the Sarpy County Register of Deeds

The undersigned Declarant hereby adopts this Amendment for the Lots named herein.

014604

Ret/m to:  
NP Dodge Land Development, Inc.  
8701 W. Dodge Rd., Ste. 300  
Omaha, NE 68114

3 of 9

99-14604A

Date: May 7, 1999

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership,

By: DODGE DEVELOPMENT, INC., a  
Nebraska corporation, the sole general partner

By: *W. L. Morrison, Jr.*  
W. L. Morrison, Jr., President

State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this 7th day of  
May, 1999, by W. L. Morrison, Jr., the President of Dodge Development, Inc., the sole  
general partner of Millard Park Limited Partnership.

*Kristy J. Gregath*  
Notary Public





97-21054A

RESERVATION OF EASEMENTS

THIS RESERVATION OF EASEMENTS made this 18th day of September, 1997 by the Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Partnership"),

WHEREAS, the Partnership owns Lots 211 through 320, inclusive, in Millard Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Partnership desires to reserve a permanent easement on certain Lots for fences as shown herein,

NOW, THEREFORE, in consideration of one dollar and other valuable consideration, the following easements are hereby reserved:

1. Reservation of Easements. The Partnership hereby reserves for the benefit of itself, and its successors and assigns (including each of the owners of Lots 2 through 209, inclusive, and Lots 211 through 320, inclusive, of the Millard Park Subdivision, and their successors and assigns), a permanent easement on the rear yards of certain Lots in the Millard Park Subdivision which Lots have a rear lot line which is a common line with the right of way line of Harrison Street (Lots 215 through 228, inclusive). Said easement shall be on the portion of each of said lots which is within five (5) feet of said common property line.

2. Purpose of Easements. The scope and purpose of said permanent easements is for the care and maintenance of the fences along the common property line on each of the above described lots. Each owner of a Lot on which there is said easement shall be responsible at his or her cost for the care and maintenance of the fence on his or her Lot.

3. Right of Partnership and Its Successors. The Partnership, and its successors and assigns, and any Homeowners' Association composed of residents in the Millard Park Subdivision, shall have the full and continuing right to enter upon said easements as shown herein for the purpose of caring for and maintaining such fence. In the event such entry is made, then care and maintenance of the fence shall be at the expense of the entering party, i.e., the Partnership or its successors or assigns or the Homeowners' Association.

4. Term of Easements. The term of said easements shall continue forever.

5. Binding Effect. This document shall be binding upon the Partnership and its successors and assigns, as outlined herein.

DATED the date above written.

MILLARD PARK LIMITED PARTNERSHIP,  
a Nebraska limited partnership

BY: DODGE DEVELOPMENT, INC.  
a Nebraska corporation, the sole  
General Partner

BY: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 18th day of September, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole General Partner of the Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed the same as the act and deed of such corporation, and the act and deed of said limited partnership.

WITNESS my hand and official seal the day and year last above written.

Kristy J. Gregath  
Notary Public



Return to:  
NP Dodge Co.  
Land Development  
8701 W. Dodge Rd.  
Omaha, NE 68114

97-015608  
FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
97 015608  
97 JUL 24 AM 10:59  
Sharon J. Dawkins  
REGISTER OF DEEDS

Counter: 810  
Verify: [initials]  
D.E.: [initials]  
Proof: [initials]  
Fee: 15.00  
CK [initials]  
Cash [initials]  
Charge [initials]

EASEMENT

THIS EASEMENT made this 14th day of July, 1997, by and between the Millard Park Limited Partnership, a Nebraska limited partnership, by its sole general partner, Dodge Development, Inc., a Nebraska corporation (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 162 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing sanitary sewers and storm sewers in a subdivision known as Millard Park in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs a certain permanent easement for a drainage way and storm sewer in Millard Park,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the following is agreed between the Grantor and Grantee herein:

1. Grant of Easement. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, a permanent easement for construction and maintenance of a drainage way and storm sewer over the West fifteen feet (15') of lots 266 through 269, inclusive, MILLARD PARK, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and as shown in Exhibit "A" attached hereto and incorporated herein by reference.
2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a drainage way swale and storm sewer over and under said property. The Grantee shall have the full right and authority to enter upon this Easement for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way swale and storm sewer. The portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence shall be constructed across or on the drainage way swale.
3. Consideration for Easement. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.
4. Term of Easement. This easement shall be perpetual.
5. Make Good Any Damages. By accepting and recording this Easement, the Grantee agrees to make good or cause it to make good to the owner of the property on which said easement is located all damage that may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent construction on said Easement is completed, the property shall be returned to the same condition it was prior to any work done on the Easement.
6. Lawful Authority. The Grantor herein for itself, its successors and assigns, does hereby covenant and agree with said Grantee, its successors and assigns, that the Grantor is lawfully seized of said property, and that the Grantor has the right and lawful authority to grant said Easement, and the Grantor further warrants and defends said Easement against the claims of all persons whomsoever.

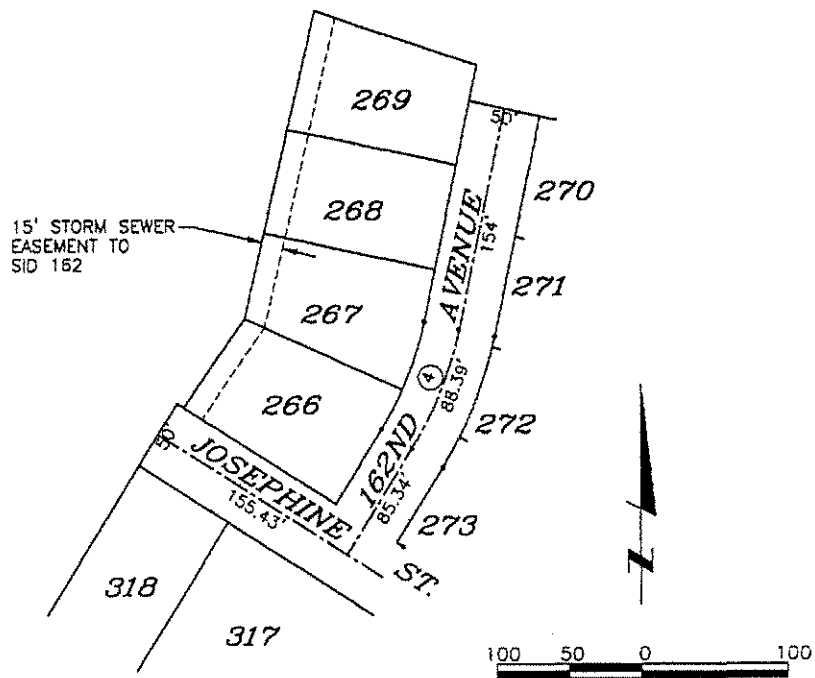


99-015603 B

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over the West fifteen feet (15') of Lots 266 through 269, inclusive, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.



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Book \_\_\_\_\_ Page \_\_\_\_\_ Date 11/22/1996 Dwn.By oet Job Number 92019-4165



lamp, rynearson & associates, inc.  
engineers surveyors planners

14747 california street

omaha, nebraska 68154-1979

402-496-2488  
FAX 402-496-2730

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 30 through 209, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all Lots in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to Lots 30 through 209, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.



B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above- mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 30 through 209 inclusive, shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

**B. General Restrictions.** All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.
2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.
3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.
4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.
5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be six (6) feet high, shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.
6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential

dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not

be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee.

ARTICLE IV  
Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

C. By a separate document easements have been reserved to all Owners of Lots in the Properties on certain Lots with part or all of their rear or side yards adjoining Harrison Street or 156th Street (Lots 44 through 50 inclusive and 50 through 54 inclusive, 109 and 110) for a fence along said streets. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.

D. By a separate document perpetual easements have been reserved to all Owners of Lots in the Properties on parts of Lots 44, 109, and 110 for entrance markers for the subdivision. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.

ARTICLE V  
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the Sarpy County or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an



94-25781 G

corporation is the sole general partner of Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

*Barbara M. Hammond*  
Notary Public

GENERAL NOTARY - State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 2005

r:\wpdocs\mpl\covernote

Proof	<input checked="" type="checkbox"/>
D.E.	<input checked="" type="checkbox"/>
Verify	<input checked="" type="checkbox"/> <i>M</i>
Filmed	<input type="checkbox"/>
Checked	<input type="checkbox"/>
Fee	\$ 130.00

94-25781  
94 DEC 12 AM 10:49  
RECORDS & COPIES

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-014602

99 MAY 12 PM 1:26

*Steve J. Howling*

REGISTER OF DEEDS

Counter DD

Verify 3

D.E. at

Proof AK

Fee \$ 100.00

Chk  Cash  Chg

99-14602

AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
MILLARD PARK

THIS AMENDMENT TO DECLARATION made on the date hereinafter set forth by the undersigned, Millard Park Limited Partnership, a Nebraska limited partnership, who is the Declarant in the Declaration of Covenants, Conditions and Restrictions for certain lots in Millard Park which were filed and recorded on December 12, 1994, at Instrument 94-25781 in the Register of Deeds Office of Sarpy County, Nebraska, herein referred to as the Covenants on the following described lots.

Lots 30 through 209, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Article VI.B. of said Covenants provides in part "This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof."

NOW THEREFORE, the Declarant by its authority under Article VI.B. of the Covenants, hereby amends the Covenants by substituting the following paragraph in place of Article III, Section B., paragraph 5 of the Covenants.

- 5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

Except for the above stated change, all terms and conditions of the original recorded Covenants shall remain as stated.

This Amendment shall be effective when it has been executed by the Declarant and recorded with the Sarpy County Register of Deeds

The undersigned Declarant hereby adopts this Amendment for the Lots named herein.

014602

R+K  
E  
10/9

Filed to:  
NP Dodge Land Development, Inc.  
8701 W. Dodge Rd., Ste. 300  
Omaha, NE 68114



99-14602A

Dated: May 7, 1999

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership,

By: DODGE DEVELOPMENT, INC., a  
Nebraska corporation, the sole general partner

By: *W. L. Morrison, Jr.*  
W. L. Morrison, Jr., President

State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this 7th day of  
May, 1999, by W. L. Morrison, Jr., the President of Dodge Development, Inc., the sole  
general partner of Millard Park Limited Partnership.

*Kristy J. Gregath*  
Notary Public



roof \_\_\_\_\_  
I.E. \_\_\_\_\_  
Verify \_\_\_\_\_  
Filmed \_\_\_\_\_  
Checked \_\_\_\_\_  
Fee \$ 40.50

94-26246

94-26246

94 DEC 20 PM 1:04

EASEMENTS

THESE EASEMENTS made this 13th day of December, 1994, by and between the Millard Park Limited Partnership, a Nebraska Limited Partnership, by its sole general partner, Dodge Development, Inc., a Nebraska Corporation (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 162 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing interior sanitary sewers in a subdivision known as Millard Park in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs easements for permanent sanitary sewer lines in said Millard Park,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the following is agreed between the Grantor and Grantee herein:

1. Grant of Easements. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, permanent sanitary sewer easements over, on, across and under the properties owned by the Grantor as shown and described in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and incorporated herein by reference.
2. Scope and Purpose of Easements. The scope and purpose of said permanent sanitary sewer easements is for a permanent sanitary sewer line. The Grantor shall have the full right and authority to enter upon said easements for the construction, reconstruction, repair, maintenance, replacement and renewal of a sanitary sewer line or lines.
3. Consideration for Easements. The consideration paid by the Grantee to the Grantor for said easements is \$1.00 and other valuable consideration.
4. Term of Easements. Said sanitary sewer easements shall be perpetual. Provided, however, if area covered by said easements become dedicated streets, said easements shall be extinguished.
5. Make Good Any Damages. By accepting and recording these perpetual Easements, the Grantee agrees to make good or cause it to make good to the owner or owners of the property on which said easements cover all damage that may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent construction on said Easements is completed, the property shall be returned to the same condition it was prior to any work done on the Easements.

26246

OT



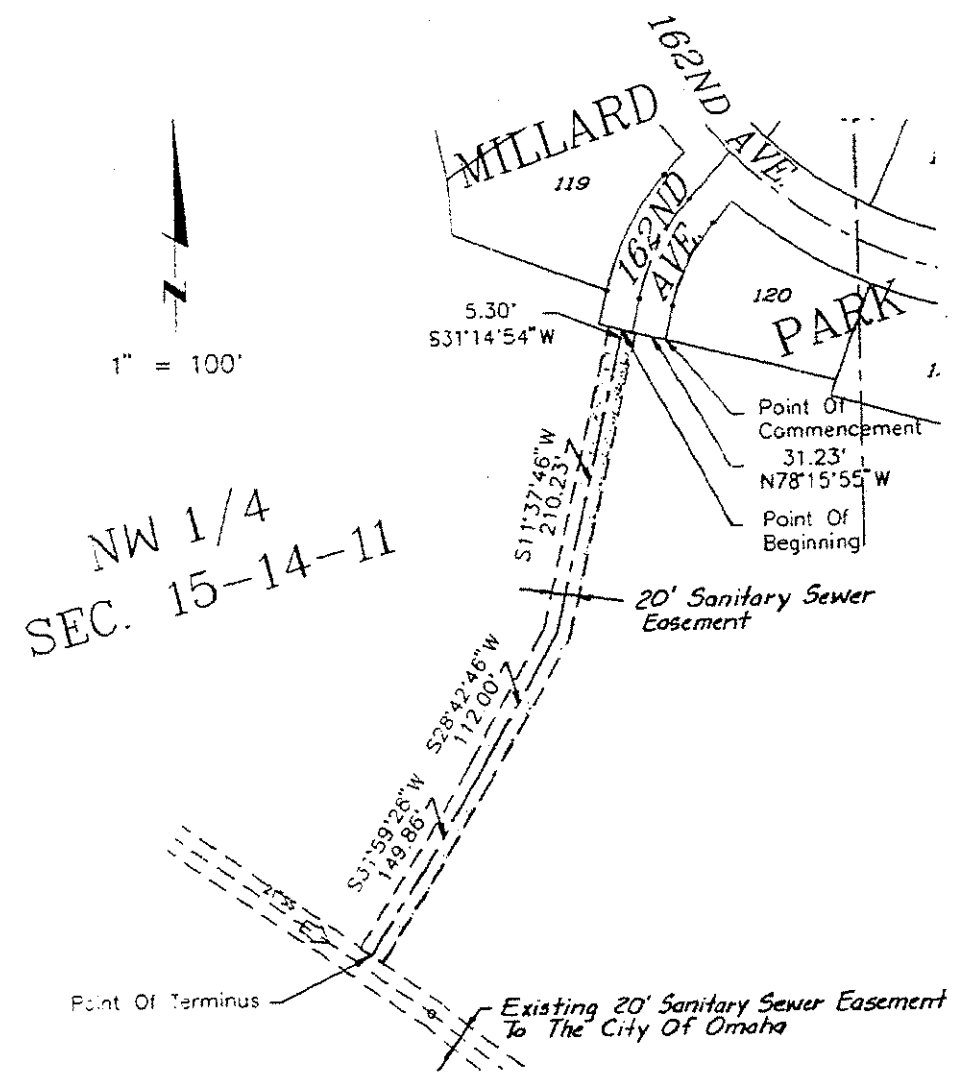
94-216246B

**LEGAL DESCRIPTION**

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Northwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the southwest corner of Lot 120, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;  
Thence North 78°15'55" West (bearings referenced to the said MILLARD PARK Final Plat) for 31.23 feet along the south line of 162nd Avenue to the TRUE POINT OF BEGINNING of the centerline of said twenty foot (20') strip easement;

Thence South 31°14'54" West for 5.30 feet along said centerline;  
Thence South 11°37'46" West for 210.23 feet along said centerline;  
Thence South 28°42'46" West for 112.00 feet along said centerline;  
Thence South 31°55'28" West for 149.86 feet along said centerline to a Point of Terminus on the north line of an existing twenty foot (20') strip easement to the City of Omaha, Nebraska)



NW 1/4  
SEC. 15-14-11

Book \_\_\_\_\_ Page \_\_\_\_\_ Date April 19, 1994 Job Number 93909-4150-1

**lamp, rynearson & associates, inc.**  
 engineers      surveyors      planners  
 14747 california street    omaha, nebraska 68154-1878    402-498-2498  
 FAX # 402-498-2730

EXHIBIT "A"

94-26246

**LEGAL DESCRIPTION**

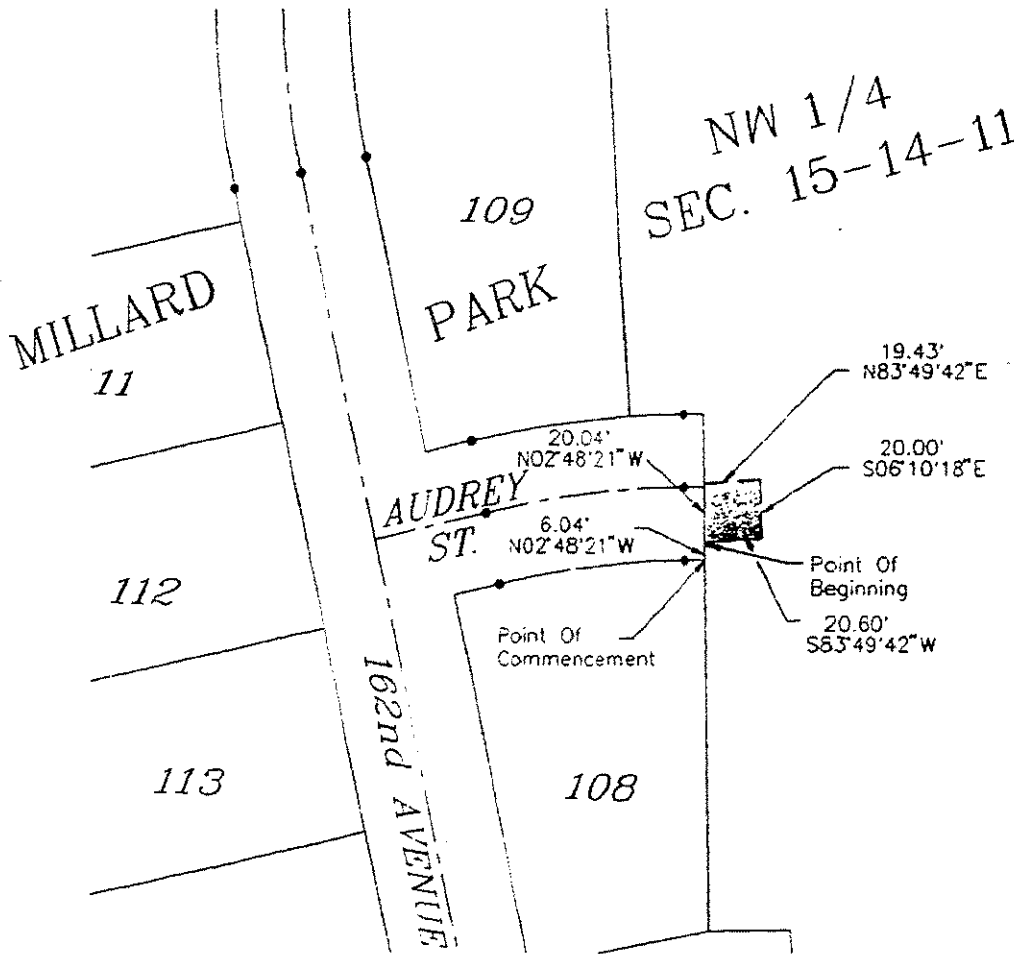
A permanent easement for the construction and maintenance of sanitary sewers over that part of the Northwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northeast corner of Lot 108, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; Thence North 02°48'21" West (bearings referenced to the said MILLARD PARK Final Plat) for 6.04 feet along the east line of Audrey Street to the TRUE POINT OF BEGINNING;

Thence North 02°48'21" West for 20.04 feet;  
Thence North 83°49'42" East for 19.43 feet;  
Thence South 06°10'18" East for 20.00 feet;  
Thence South 83°49'42" West for 20.60 feet to the Point of Beginning.  
Contains 400 square feet.



1" = 50'



Book \_\_\_\_\_ Page \_\_\_\_\_

Date April 19, 1994

Job Number 93909-4150-2



**lamp, ryneason & associates, inc.**

engineers                      surveyors                      planners

14747 california street    omaha, nebraska 68154-1979    402-488-2488

FAX # 402-488-2730

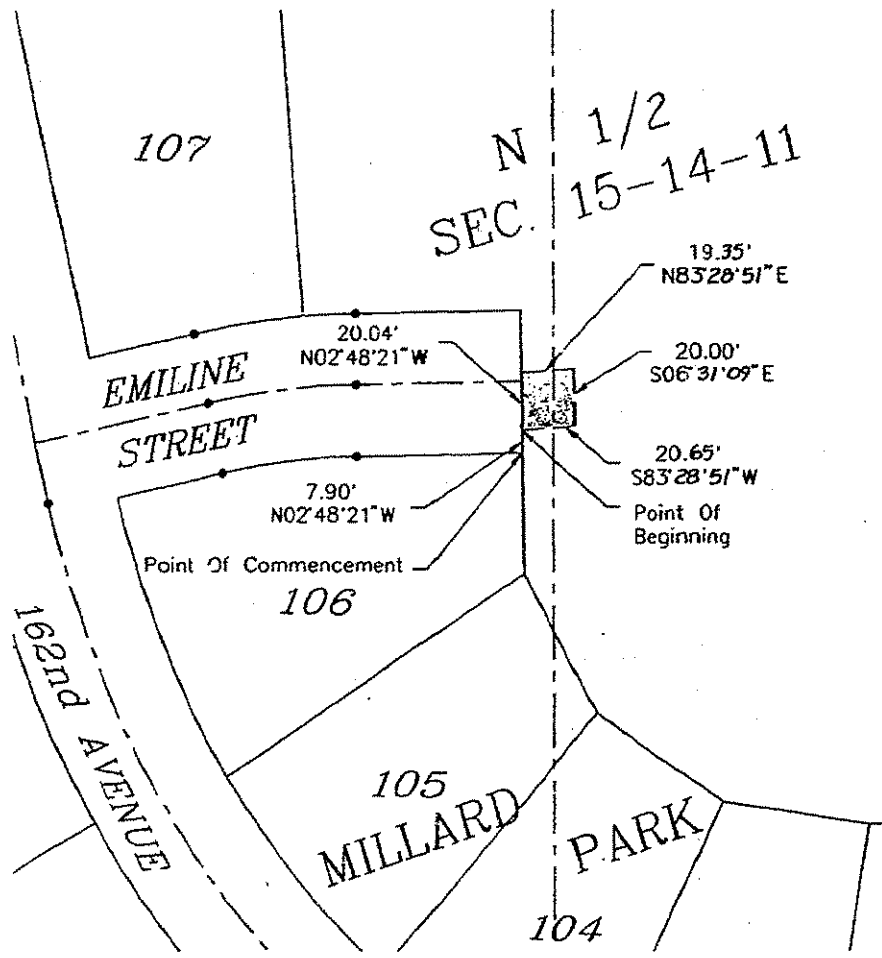
94-26246D

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of the North Half of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:  
 Commencing at the northeast corner of Lot 106, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;  
 Thence North 02°48'21" West (bearings referenced to the said MILLARD PARK Final Plat) for 7.90 feet along the east line of Emiline Street to the TRUE POINT OF BEGINNING;  
 Thence North 02°48'21" West for 20.04 feet;  
 Thence North 83°28'51" East for 19.35 feet;  
 Thence South 06°31'09" East for 20.00 feet;  
 Thence South 83°28'51" West for 20.65 feet to the Point of Beginning.  
 Contains 400 square feet.



1" = 50'



book \_\_\_\_\_ Page \_\_\_\_\_

Date April 19, 1994

Job Number 93909-4150-3



**lamp, rynearson & associates, inc.**

engineers                      surveyors                      planners

14747 california street    omaha, nebraska 68184-1979    402-486-2498

FAX # 402-486-2730

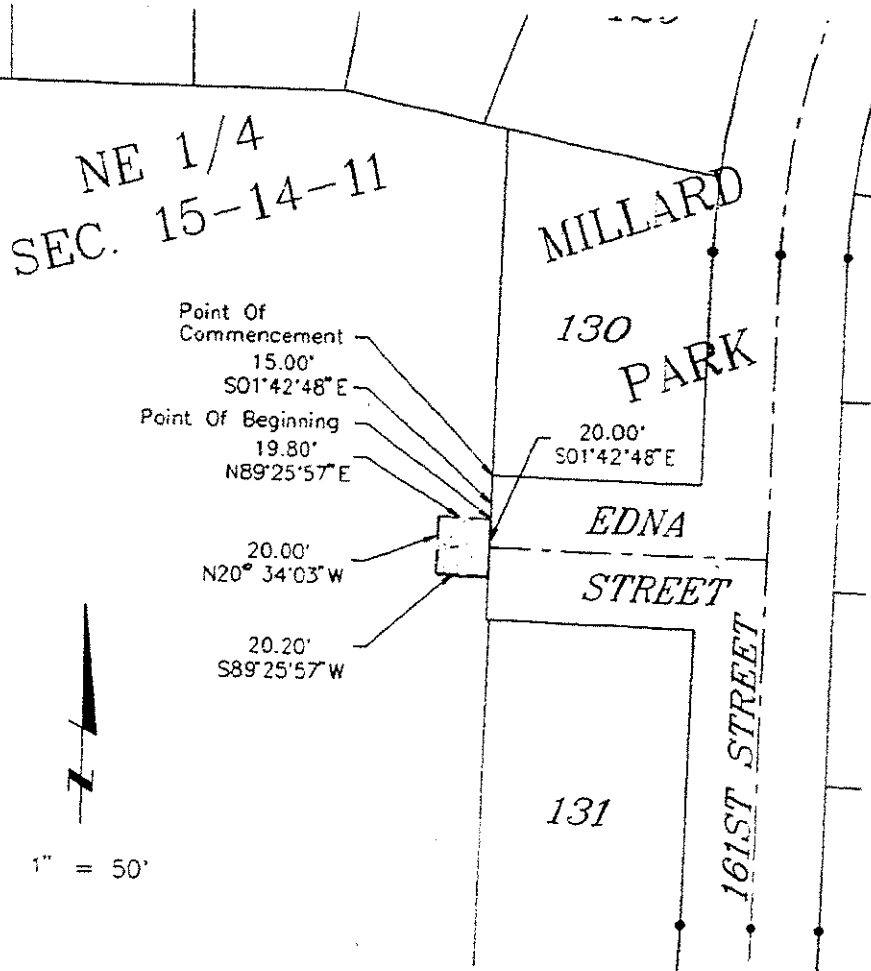
EXHIBIT "C"

94-210246 E

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of Lot 130, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;  
Thence South 01°42'48" East for 15.00 feet along the west line of Edna Street to the TRUE POINT OF BEGINNING;  
Thence South 01°42'48" East for 20.00 feet;  
Thence South 89°25'57" West for 20.20 feet;  
Thence North 00°34'03" West for 20.00 feet;  
Thence North 89°25'57" East for 19.80 feet to the Point of Beginning.  
Contains 400 square feet.



NE 1/4  
SEC. 15-14-11

MILLARD  
130  
PARK

EDNA  
STREET

161ST STREET

131

Point Of Commencement  
15.00'  
S01°42'48"E

Point Of Beginning  
19.80'  
N89°25'57"E

20.00'  
N20° 34'03"W

20.20'  
S89°25'57"W



Book \_\_\_\_\_ Page \_\_\_\_\_ Date April 19, 1994 Job Number 93909-4150-4

**lamp, ryneanson & associates, inc.**  
engineers      surveyors      planners

14747 california street    omaha, nebraska 68154-1979    402-496-2488  
FAX # 402-496-2730

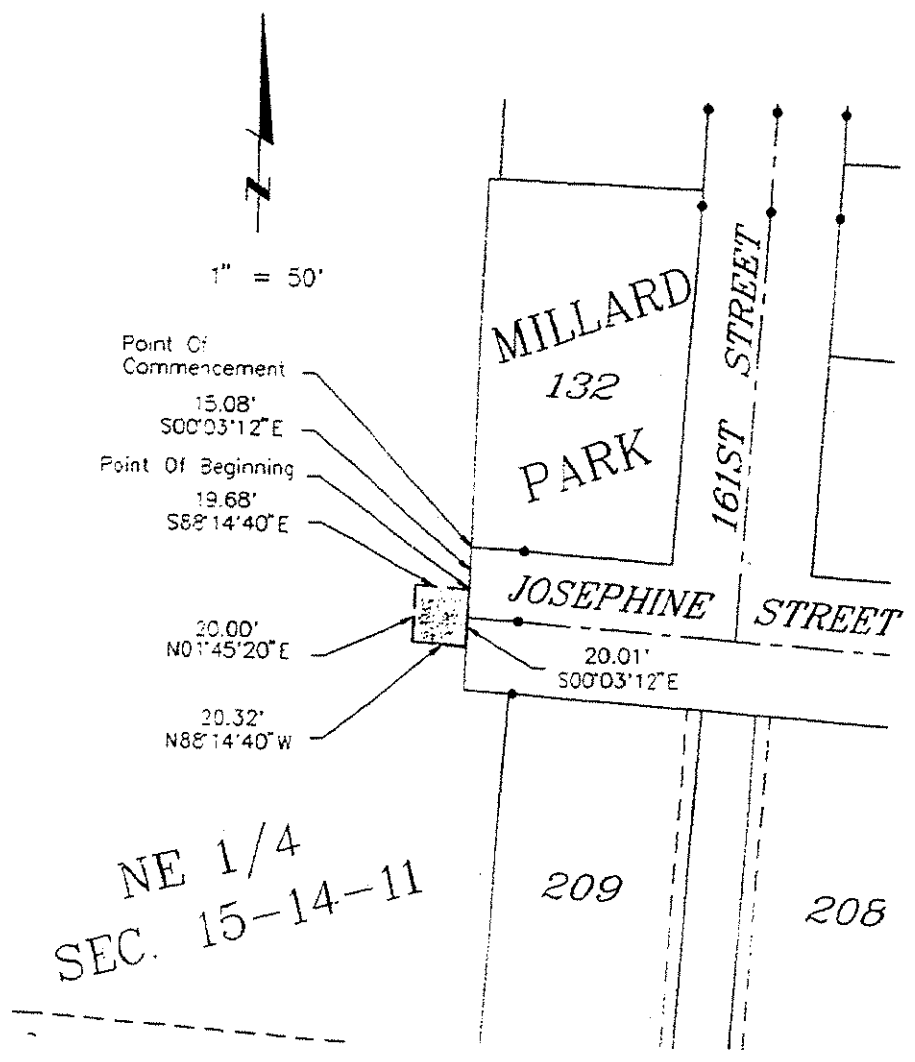
EXHIBIT "D"

94-26246F

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of Lot 132, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;  
Thence South 00°03'12" East for 15.08 feet along the west line of Josephine Street to the TRUE POINT OF BEGINNING;  
Thence South 00°03'12" East for 20.01 feet;  
Thence North 88°14'40" West for 20.32 feet;  
Thence North 01°45'20" East for 20.00 feet;  
Thence South 88°14'40" East for 19.68 feet to the Point of Beginning.  
Contains 400 square feet.



Book \_\_\_\_\_ Page \_\_\_\_\_

Date April 19, 1994

Job Number 93909-4150-5

**lamp, ryneason & associates, inc.**  
engineers      surveyors      planners

14747 california street    omaha, nebraska 68154-1979    402-496-2498  
FAX # 402-496-2730



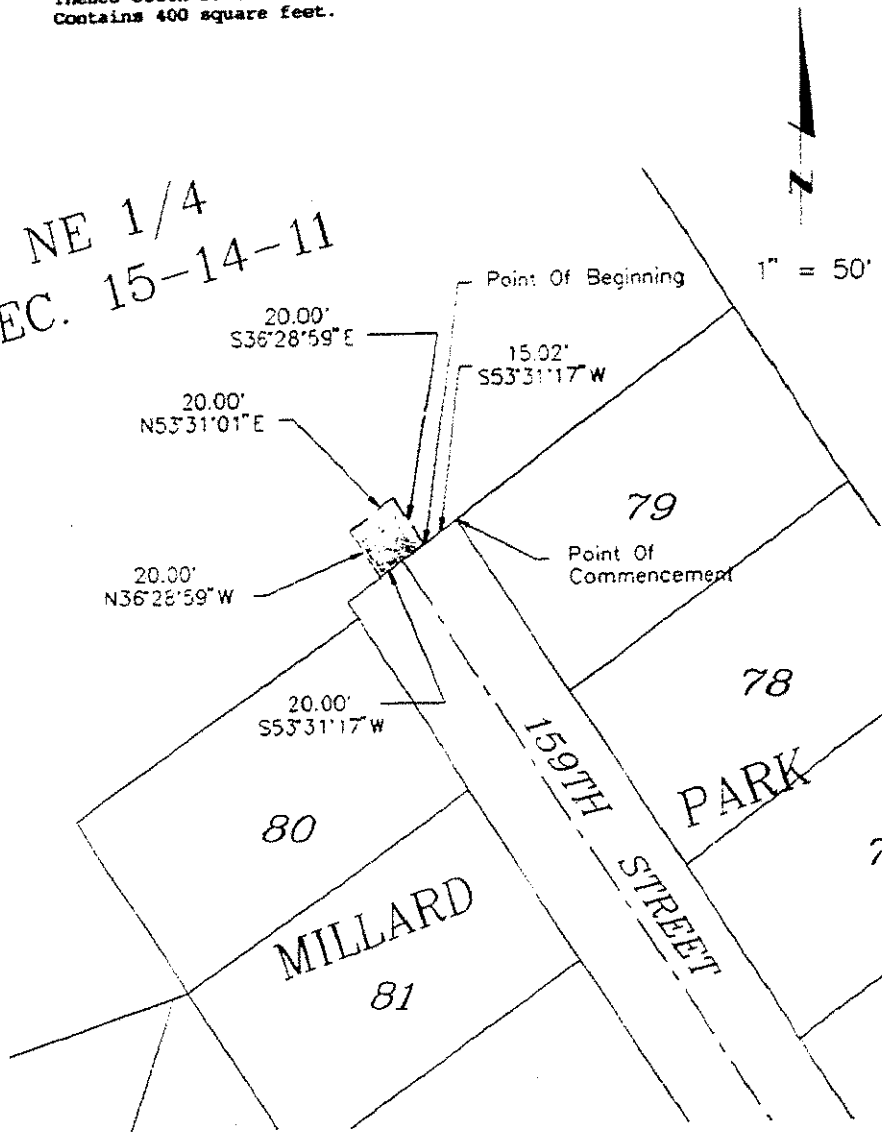
94-26246 G

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the west corner of Lot 79, MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;  
Thence South 53°31'17" West (bearings referenced to the said MILLARD PARK Final Plat) for 15.02 feet along the northwest line of 159th Street to the TRUE POINT OF BEGINNING;  
Thence South 53°31'17" West for 20.00 feet;  
Thence North 36°28'59" West for 20.00 feet;  
Thence North 53°31'01" East for 20.00 feet;  
Thence South 36°28'59" East for 20.00 feet to the Point of Beginning.  
Contains 400 square feet.

NE 1/4  
SEC. 15-14-11



Book \_\_\_\_\_ Page \_\_\_\_\_ Date April 19, 1994 Job Number 93909-4150-6

**lamp, rynearson & associates, inc.**  
engineers      surveyors      planners  
 14747 california street    omaha, nebraska 68154-1978    402-496-2498  
 FAX # 402-496-2730

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-014603

99 MAY 12 PM 1:26

*Glenn J. Lawding*

REGISTER OF DEEDS

Counter DD  
 Verify S  
 D.E. AK  
 Proof AK  
 Fee \$ 40.50  
 Ck  Cash  Chg

99-14603

AMENDMENT TO DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS FOR  
 MILLARD PARK

THIS AMENDMENT TO DECLARATION made on the date hereinafter set forth by the undersigned, Millard Park Limited Partnership, a Nebraska limited partnership, who is the Declarant in the Declaration of Covenants, Conditions and Restrictions for certain lots in Millard Park which were filed and recorded on September 22, 1998, at Instrument 98-26750 in the Register of Deeds Office of Sarpy County, Nebraska, herein referred to as the Covenants on the following described lots.

Lots 342 through 402, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Article VI.B. of said Covenants provides in part "This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof.

NOW THEREFORE, the Declarant by its authority under Article VI.B. of the Covenants, hereby amends the Covenants by substituting the following paragraph in place of Article III, Section B., Paragraph 5 of the Covenants.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decoration iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee referred to above. Wire and chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

Except for the above stated change, all terms and conditions of the original recorded Covenants shall remain as stated.

This Amendment shall be effective when it has been executed by the Declarant and recorded with the Sarpy County Register of Deeds

The undersigned Declarant hereby adopts this Amendment for the Lots named herein.

014603

2099  
 Return to:  
 NP Dodge Land Development, Inc.  
 8701 W. Dodge Rd., Ste. 300  
 Omaha, NE 68114

99-14603A

Date: May 7, 1999

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership,

By: DODGE DEVELOPMENT, INC., a  
Nebraska corporation, the sole general partner

By: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this 7th day of  
May, 1999, by W. L. Morrison, Jr., the President of Dodge Development, Inc., the sole  
general partner of Millard Park Limited Partnership.

Kristy J. Gregath  
Notary Public



Return to:

John C. Bachman  
GARVES, MULLEN, PANSING  
& HOGAN  
10080 Regency Circle, Suite 200  
Omaha, NE 68114-3773

96-15398

96-015398

96AUG-1 PM 2:15

REGISTERED DEEDS

Counter   
Verify   
D.E.   
P:col   
Fee \$ 15:50  
CR   
Cash   
Chg

OBT

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT HILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Two Thousand Eight Hundred Sixty-Eight and no/100 Dollars (\$2,868.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 392 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to their successors and assigns, an easement for the right to enter upon and use for working space for the construction of a sanitary outfall sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 60 calendar days from the date construction begins or November 1, 1996, whichever date should first occur.
2. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: NONE.
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, including public utility companies and their assigns, and that it, the GRANTOR, subject to a deed of trust with the First National Bank of Omaha, is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and successors and assigns, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons, except for the interest of the First National Bank of Omaha.
5. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 15th day of July, 1996.

015398

96-15398A

HILLARD PARK LIMITED PARTNERSHIP, a  
Nebraska limited partnership

By: DOUGE DEVELOPMENT, INC., a  
Nebraska corporation, General  
Partner

By: W. L. Morrison, Jr.  
President

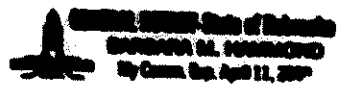
STATE OF NEBRASKA )  
                          ) ss. 1  
COUNTY OF DOUGLAS )

On this 15th day of July, 1996, before me, the undersigned,  
a Notary Public in and for said County, personally came  
W. L. Morrison, Jr., President of DOUGE DEVELOPMENT, INC., a Nebraska  
corporation, General Partner of HILLARD PARK LIMITED PARTNERSHIP, a Nebraska  
limited partnership, to me personally known to be the identical person whose name  
is affixed to the foregoing instrument, and acknowledged the execution thereof  
to be its voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year  
last above written.

Dorothy M. Hammond  
Notary Public

My commission expires: 1-11-2000



LEGAL DESCRIPTION

A temporary ninety foot (90') easement for the construction of sanitary sewers over that part of the Northwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:  
Commencing at the northwest corner of the said Northwest Quarter of Section 15;

Thence South 01°09'46" East (bearings referenced to the Final Plat of CINNAMON CREEK 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 725.00 feet along the west line of the said Northwest Quarter of Section 15 to the TRUE POINT OF BEGINNING;

Thence North 88°50'14" East for 545.22 feet;

Thence North 86°51'05" East for 239.13 feet;

Thence North 67°34'24" East for 171.79 feet;

Thence North 81°59'08" East for 184.87 feet;

Thence South 18°31'55" East for 91.54 feet;

Thence South 81°59'08" West for 190.20 feet;

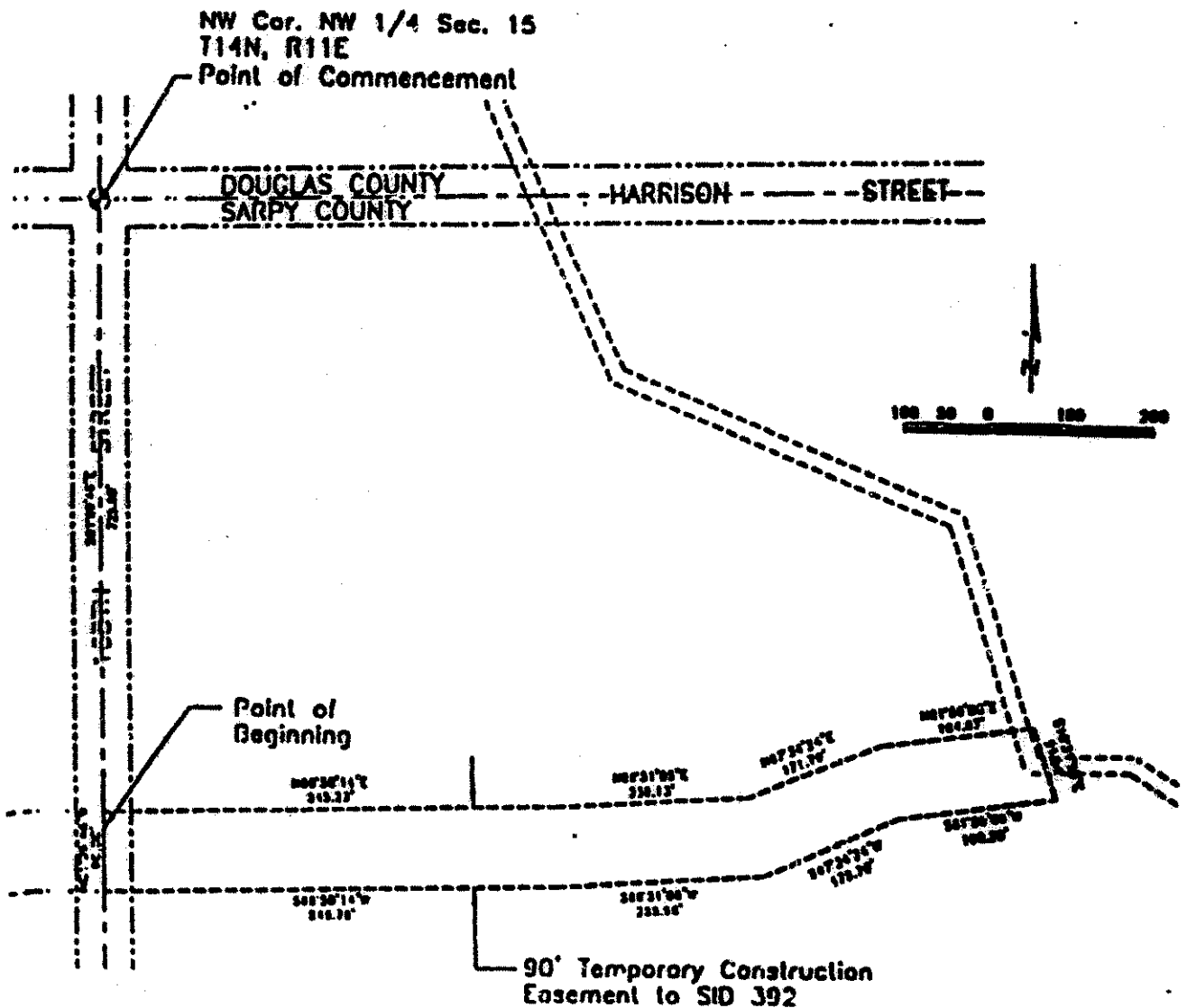
Thence South 67°34'24" West for 175.70 feet;

Thence South 86°51'05" West for 255.98 feet;

Thence South 88°50'14" West for 546.78 feet to the west line of the said Northwest Quarter of Section 15;

Thence North 01°09'46" West for 90.00 feet to the Point of Beginning.

Contains 4.36 acres



Book \_\_\_\_\_ Page \_\_\_\_\_ Date 4/10/96 Drawn By INWB Job Number 93947-1237



lamp, rynearson & associates, inc.  
engineers surveyors planners

14747 California Street

Omaha, Nebraska 68154-1879

402-499-5499

FAX 402-499-8788

Return to:  
Millard Land Development, Inc.  
8701 W. Dodge Rd., Box 300  
Omaha, NE 68114

*htr*

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
98-026750  
SEP 22 AM 10:28  
*Shirley J. [Signature]*  
REGISTER OF DEEDS

98-26750  
Counter *KW*  
Verify *DY*  
D.E. *JS*  
Proof *M*  
Fee \$ 20.50  
Chk  Cash  Chg   
*78.00 .50*

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK

THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 342 through 402, inclusive in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 342 through 402, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 342 through 402, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

98-26750A

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.



98-26750B

ARTICLE III  
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 342 through 402, inclusive, in Millard Park shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when

98-267502

said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences, shall be constructed only of wood, decorative iron, brick, stone, vinyl, or other fencing materials acceptable to the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to new factory built or panelized construction if approved by the Architectural Control Committee.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of Sarpy County and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

98-26750D

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots; where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Millard Park or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the tree planted within one (1) year from the date the foundation for the residence on the Lot was completed.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion.

#### ARTICLE IV

##### Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines

98-26750F

within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V  
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of all the lots within the Properties are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the Sarpy County or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date U. S. West Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by U. S. West Communications or its successors to the Owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm,

