

12.1900

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000-33909

File No. 1170

2000 DE 22 AM 11:08

*Glenn J. Dowling*  
REGISTER OF DEEDS

Counter *[Signature]*  
Verify *[Signature]*  
D.E. *[Signature]*  
Proof *[Signature]*  
Fee \$ 227.50  
Ck  Cash  Chg   
3049

*Rush*

WHEN RECORDED, PLEASE RETURN TO:  
First National Bank of Omaha  
11404 West Dodge Road  
Omaha, NE 68134  
ATTN: Mortgage Loan Department

*Tracy*

DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN THAT IS A CONSTRUCTION SECURITY INTEREST.

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, made this 19<sup>th</sup> day of December, 2000, among Dodge Land Co., a Nebraska corporation, as Trustor, First National Bank of Omaha, a national banking association, Omaha, Nebraska, as Trustee and Beneficiary:

WITNESSETH:

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

Lots 1 through 344, in Millard Park South, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

TOGETHER WITH

That part of the Southwest Quarter of Section 15, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., in Sarpy County, Nebraska, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section 15;

thence South 87°26'36" West (bearing referenced to the Nebraska State Plane System NAD 1983) for 816.66 feet along the South line of said Southwest Quarter of Section 15;

thence North 02°33'24" West for 250.00 feet;

thence South 87°26'36" West for 2.02 feet;

thence North 02°33'24" West for 455.00 feet;

thence South 87°26'36" West for 12.81 feet;

thence North 02°33'24" West for 185.00 feet;

thence South 87°26'36" West for 34.30 feet;

33909 1

*Return*  
**OT**  
*39414*

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 Real Estate and the additional property above described are hereinafter referred to as the "Mortgaged Property".

**FOR THE PURPOSE OF SECURING EACH OF THE FOLLOWING (the "Secured Obligations"):**

- A. Payment of the principal sum of Four Million Dollars (\$4,000,000.00) 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 other obligation, covenant and agreement of Trustor in the Promissory Note, other than as set forth in A. above.
- C. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor contained herein, incorporated herein by reference or contained in any other "Loan Document," as defined in the Promissory Note or in any other agreement now or hereafter at any time given by Trustor to secure any indebtedness or obligation hereby secured, or any part thereof.
- D. Payment of all fees and charges of Beneficiary, whether or not set forth herein.
- E. Payment of future advances necessary to protect the Mortgaged Property.
- F. 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:**

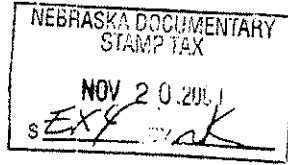
1. **Title:** That it is lawfully seized and possessed of a good and indefeasible title and estate to the Mortgaged Property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whatsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Mortgaged Property, subject only to the Permitted Exceptions set forth in Exhibit "A" attached hereto.
2. **Maintenance:** To keep the Mortgaged 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 the Mortgaged 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 the Mortgaged Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Mortgaged 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 the Mortgaged 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 the Mortgaged 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 the Mortgaged 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.
4. **Fire and Casualty Insurance:** To keep the Mortgaged Property insured against loss or damage by fire and other risk or risks which, in the opinion of Beneficiary should be insured against, under policies of insurance with loss payable to Beneficiary in form, amount and companies acceptable to Beneficiary. Said policies shall be delivered to and remain in possession of Beneficiary as further

**EXHIBIT "A"****Permitted Exceptions**

1. Plat and Dedication filed November 14, 2000, as Instrument Number 2000-29615 of the Records of Douglas County, Nebraska, which contains easements granted for utilities installation and maintenance to the respective utilities companies as described therein. Plat reveals easements affecting all lots as shown thereon.
2. County Roadway Easement contained within Warranty Deed filed August 17, 1999, as Instrument Number 1999-26014 of the Records of Sarpy County, Nebraska.
3. Land Surveyor's Certificate designated as Job Number 98020.00-400 by Frank A. Kohl, LS#545 which reveals a 33 foot County Roadway Easement affecting the Southerly and the Westerly portions of Subject Property.
4. Right of Way Easement dated February 1, 1999, filed February 12, 1999, as Instrument Number 99-004267 of the Records of Sarpy County, Nebraska, granted to Omaha Public Power District for installation and maintenance of facilities as contained therein.

249556

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000-30297  
2000 NOV 20 PM 3: 53  
*Glenn J. [Signature]*  
REGISTER OF DEEDS



Counter ka  
Verify [Signature]  
D.E. D  
Proof 1a  
Fee \$ 184.50  
Ck  Cash  Chg  OT

### WARRANTY DEED (CORRECTIVE)

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, Dodge Land Co., a Nebraska Corporation, **ERRONEOUSLY** known as Dodge Land Co., a Nebraska Corporation, Trustee (\*\*\*), herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Dodge Land Co., a Nebraska Corporation, herein called the grantee whether one or more, the following described real property in Sarpy County, Nebraska:

See Exhibit "A" attached hereto and by this reference made a part hereof.

\*\*\* This Deed is being given to Correct the Grantee Name within the Warranty Deed filed August 17, 1999 as instrument number 1999-26014 of the Records of Sarpy County, Nebraska, in which the said Grantee was erroneously referred to as Dodge Land Co., a Nebraska Corporation, TRUSTEE.

REVENUE: EXEMPTION #4

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated: Nov 17, 2000

Dodge Land Co.,  
a Nebraska Corporation

[Signature]  
By: W.L. Morrison, Jr., President

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2000 by W.L. Morrison, Jr., President, Dodge Land Co., a Nebraska Corporation.

[Signature]  
Notary Public



30297

OT 39414

*(Counter)*

2000-30297A

FILE: 39414

EXHIBIT "A"

Lots 1 through 344 inclusive and Outlots 1 through 4 inclusive, in Millard Park South, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

TOGETHER WITH

That part of the Southwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described as follows:

BEGINNING at the Southeast corner of the Southwest Quarter of said Section 15; thence South 87°26'36" West (bearing referenced to the Nebraska State Plane System NAD 1983) for 816.66 feet along the South line of the said Southwest Quarter of Section 15; thence North 02°33'24" West for 250.00 feet; thence South 87°26'36" West for 2.02 feet; thence North 02°33'24" West for 455.00 feet; thence South 87°26'36" West for 12.81 feet; thence North 02°33'24" West for 185.00 feet; thence South 87°26'36" West for 34.30 feet; thence North 02°33'24" West for 134.33 feet; thence South 87°20'19" West for 77.92 feet; thence North 02°39'41" West for 185.00 feet; thence South 87°20'19" West for 6.94 feet; thence North 02°39'41" West for 135.00 feet; thence North 87°20'19" East for 11.60 feet; thence North 05°06'06" West for 185.42 feet; thence along a curve to the right (having a radius of 275.00 feet and a long chord bearing South 86°07'07" West for 11.71 feet) for an arc length of 11.71 feet; thence South 87°20'19" West for 34.15 feet; thence North 02°39'14" West for 150.00 feet; thence North 87°20'19" East for 63.85 feet; thence North 78°25'15" East for 64.52 feet; thence North 71°17'52" East for 222.00 feet; thence North 05°10'43" East for 188.03 feet; thence North 02°20'43" West for 577.39 feet; thence South 87°20'19" West for 74.28 feet; thence North 02°39'41" West for 135.00 feet to the North line of the Southwest Quarter of Section 15; thence North 87°20'19" East for 710.04 feet along said North line to the Northeast corner of the said Southwest Quarter of Section 15; thence South 02°20'43" East for 2650.95 feet to the POINT OF BEGINNING. EXCEPT those parts taken for road purposes.

FORMERLY KNOWN AS:

The Southwest Quarter of Sections 15, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, described as follows: Beginning at the southeast corner of the Southwest Quarter of said Section 15 and the centerline of Giles Road; thence South 87°26'36" West (assumed bearings) for 2621.66 feet to the intersection of 168<sup>th</sup> Street and Giles Road, said point also being the southwest corner of the said Southwest Quarter of Section 15; thence North 02°39'20" west for 2646.11 feet to the northwest corner of the said Southwest Quarter of Section 15 and the centerline of 168<sup>th</sup> Street; thence North 87°20'19" East for 2636.01 feet to the northeast corner of the said Southwest Quarter of Section 15; thence South 02°20'43" East for 2650.95 feet to the Point of Beginning. Contains 159.84 acres including 3.97 acres of existing county roadway easement for a net total acreage of 155.87.

MM

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-026014  
99 AUG 17 AM 9:18  
*Glenn J. Lowrey*  
REGISTER OF DEEDS

99-26014

NEBRASKA DOCUMENTARY  
STAMP TAX  
AUG 17 1999  
\$1002.50 D

Counter \_\_\_\_\_  
Verify \_\_\_\_\_  
D.E. \_\_\_\_\_  
Proof in \_\_\_\_\_  
Fee \$ 5.50 \_\_\_\_\_  
Cash  Chg

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Lamprecht Farms, Ltd., a Nebraska Limited Partnership and Kathleen Ann Keller and James E. Keller, wife and husband hereinafter called Grantor, in consideration of the sum of Ten Dollars and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto Dodge Land Co., a Nebraska corporation, Trustee, hereinafter called Grantee, the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

The Southwest Quarter of Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the southeasat corner of the Southwest Quarter of said Section 15 and the centerline of Giles Road; thence South 87 26'36" West (assumed bearings) for 2621.66 feet to the intersection of 168th Street and Giles Road, said point also being the southwest corner of the said Southwest Quarter of Section 15; thence North 02 39'20" west for 2646.11 feet to the northwest corner of the said Southwest Quarter of Section 15 and the centerline of 168th Street; thence North 87 20'19" East for 2636.01 feet to the northeast corner of the said Southwest Quarter of Section 15; thence South 02 20'43" East for 2650.95 feet to the Point of Beginning. Contains 159.84 acres including 3.97 acres of existing county roadway easement for a net total acreage of 155.87

TO HAVE and to hold the premises above described together with all the tenements, hereditaments and appurtenances thereto belonging unto the said Grantee and to its or his successors and assigns forever.

AND THE GRANTOR herein for itself or its successors, does hereby covenant and agree to and with the said Grantee and its or his successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrances.

THAT THE GRANTOR does hereby covenant to warrant and defend the said premises against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on this 13<sup>th</sup> day of August, 1999.

*Kathleen Ann Keller*  
Kathleen Ann Keller

LAMPRECHT FARMS, LTD.

*James E. Keller*  
James E. Keller

*LaVerne L. Lamprecht - G.P.*  
by: LaVerne L. Lamprecht, General Partner

STATE OF Nebraska  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me on this 13th day of August, 1999, by LaVerne L. Lamprecht, General Partner of Lamprecht Farms, Ltd., as the voluntary act and deed of said Limited Partnership.

My commission expires: May 19, 2001

*Nancy L. Loftis*  
Notary Public

STATE OF Nebraska  
COUNTY OF Douglas

GENERAL NOTARY-State of Nebraska  
NANCY L. LOFTIS  
My Comm. Exp. May 19, 2001

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of August, 1999, by Kathleen Ann Keller and James E. Keller, wife and husband, as their voluntary act and deed.

My commission expires: May 19, 2001

*Nancy L. Loftis*  
Notary Public

GENERAL NOTARY-State of Nebraska  
NANCY L. LOFTIS  
My Comm. Exp. May 19, 2001

OT

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-004267  
99 FEB 12 AM 8:17  
*Steve J. Dowling*  
REGISTER OF DEEDS

99-004267

Counter Kak  
Verify D  
D.E. S  
Proof SM  
Fee \$ 10.50  
Ck  Cash  Chg  PPD

TRANS  
Revised 1-29-99

Doc.# 2.086 00(014)

**RIGHT-OF-WAY EASEMENT**

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The North Seventeen Feet (N17') of the South Fifty Feet (S50') of the East Seventeen Feet (E17') of the West Fifty Feet (W50') of the Southwest Quarter (SW1/4) of Section 15, Township 14 North, Range 11 East of the 6<sup>th</sup>. P.M., Sarpy County, Nebraska. (see the reverse side hereof for sketch of easement area.)

**CONDITIONS:**

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all Trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15<sup>th</sup> day of February, 1999.

**OWNERS SIGNATURE(S)**

*Laverne L. Lamprecht*  
LAVERNE L. LAMPRECHT

*Donna J. Lamprecht*  
DONNA J. LAMPRECHT

*Kathleen Ann Keller*  
KATHLEEN ANN KELLER

*James E. Keller*  
JAMES E. KELLER

RRX

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way SW/EPI  
444 South 16th Street Mall  
Omaha, NE 68102-2247

004267

99-004267A

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 1st day of ~~December 1998~~ <sup>February 1999</sup>, before me the undersigned, a Notary Public in and for said County and State, personally appeared Howard L. Neuhaus and Dawn J. Langenick personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Howard L. Neuhaus  
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

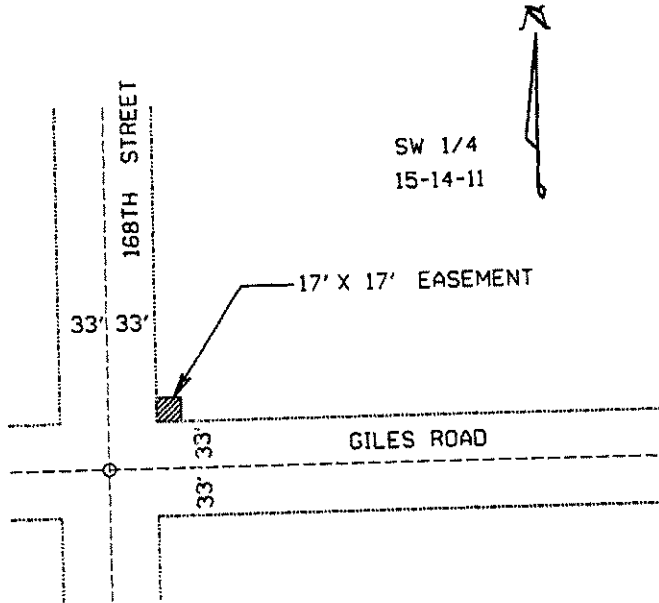
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 1st day of ~~December 1998~~ <sup>February 1999</sup>, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark & Susan E. Kuller personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Howard L. Neuhaus  
NOTARY PUBLIC



Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ ROW \_\_\_\_\_ Date \_\_\_\_\_  
Section SW1/4 15 Township 14 North, Range 11 East, County Sarpy  
ROW Hagan Engineer Kuhlenengle Est \_\_\_\_\_ WO 00009486



FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001-33312  
2001 OCT 12 P 1:04 PM  
*Lloyd J. Dowding*  
REGISTER OF DEEDS

Counter Km  
Verify hu  
D.E. SN  
Proof D  
Fee \$ 101.50  
CK  Cash  Chg   
15070



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, STE 1109  
PAPILLION, NE 68046-2895  
402-593-5773

33312

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK SOUTH

THIS DECLARATION, made on the date hereinafter set forth by DODGE LAND CO., a Nebraska corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 123, inclusive in Millard Park South, 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 1 through 123, inclusive, in Millard Park South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 1 through 123, inclusive, in Millard Park South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Dodge Land Co., a Nebraska corporation, 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

RRR

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 will be acceptable.

C. Except as specifically provided in this Declaration, the Declarant, through its Architectural Control Committee shall have sole and absolute discretion in the approval or denial of permission to construct or place any dwelling and or external improvements on any Lot within the Properties. The Declarant, through its Architectural Control Committee, specifically reserves the right to deny permission to construct or place any improvement which it determines will not conform to the general character, plan and outline for the development of the Properties.

D. 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.

E. 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 1 through 123, inclusive, in Millard Park South 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 South in the opinion of the Architectural Control Committee.

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. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. 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 which rear wall shall be applicable, however, in the case where a neighboring property has, in compliance with the covenants, established a fence to the adjoining property line, and that

fence is nearer the street than either rear wall, the Architectural Control Committee shall have the discretion to allow the fence to be brought forward, only on that side of the property, to align with or adjoin to the neighboring fence. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decorative iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee. 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 prefabricated dwelling or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. However, this prohibition shall not apply to new factory built panelized construction if approved by the Architectural Control Committee. Detached accessory buildings are not permitted.

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.

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 non-retractable 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 or side yard of the dwelling, but in no case closer than ten (10) feet to the neighboring property line.

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. 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 this development of Millard Park South or signs approved by the Architectural Control Committee.

20. All driveways shall be constructed of portland cement 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.

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 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.

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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 and a 5' strip of land adjoining the front and side 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.

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 10th day of October, 2001.

DECLARANT:

DODGE LAND CO.,  
a Nebraska corporation

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

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 10th day of October, 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 Land Co., a Nebraska corporation, and acknowledged that he executed this document as the voluntary act and deed of said corporation.

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

Krusty J. Gregath  
Notary Public





FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-51603  
2002 DEC 11 P 12:05 P  
*Sharon J. Sandberg*  
REGISTER OF DEEDS

Counter AK  
Verify DA  
D.E. SS  
Proof SS  
Fee \$ 17.50  
Ck  Cash  Chg   
15150

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR MILLARD PARK SOUTH

THIS DECLARATION, made on the date hereinafter set forth by DODGE LAND CO., a Nebraska corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 124 through 288, inclusive in Millard Park South, 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 124 through 288, inclusive, in Millard Park South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 124 through 288, inclusive, in Millard Park South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Dodge Land Co., a Nebraska corporation, 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,

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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 will be acceptable.

C. Except as specifically provided in this Declaration, the Declarant, through its Architectural Control Committee shall have sole and absolute discretion in the approval or denial of permission to construct or place any dwelling and or external improvements on any Lot within the Properties. The Declarant, through its Architectural Control Committee, specifically reserves the right to deny permission to construct or place any improvement which it determines will not conform to the general character, plan and outline for the development of the Properties.

D. 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.

E. 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 124 through 288, inclusive, in Millard Park South 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.

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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 South in the opinion of the Architectural Control Committee.

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. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. 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

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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 which rear wall shall be applicable, however, in the case where a neighboring property has, in compliance with the covenants, established a fence to the adjoining property line, and that fence is nearer the street than either rear wall, the Architectural Control Committee shall have the discretion to allow the fence to be brought forward, only on that side of the property, to align with or adjoin to the neighboring fence. Fences shall be either four (4) feet or six (6) feet high and shall be constructed only of wood, decorative iron, brick, stone, or vinyl and are subject to the approval of the Architectural Control Committee. 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 prefabricated dwelling or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. However, this prohibition shall not apply to new factory built panelized construction if approved by the Architectural Control Committee. Detached accessory buildings are not permitted.

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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 non-retractable 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 or side yard of the dwelling, but in no case closer than ten (10) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles

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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.

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23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. 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.

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A. A perpetual license and easement is hereby reserved in favor of and granted to J.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 and a 5' strip of land adjoining the front and side 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.

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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.

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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 6th day of December, 2002.

DECLARANT:

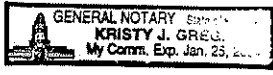
DODGE LAND CO.,  
a Nebraska corporation

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

STATE OF NEBRASKA )  
                                          ) ss.  
COUNTY OF DOUGLAS )

On this 6th day of December, 2002, 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 Land Co., a Nebraska corporation, and acknowledged that he executed this document as the voluntary act and deed of said corporation.

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



Kristy J. Gregor  
Notary Public