

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way 6W/EP1  
444 South 16th Street Mall  
Omaha, NE 68102-2247



BKUG  
May 18, 1995

## RIGHT-OF-WAY EASEMENT

Doc.# \_\_\_\_\_

4/ Celebrity Homes, Inc.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 189 thru 204, inclusive, Mission Ridge, as surveyed, platted and recorded  
in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", an easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

A strip of land being the West Twelve feet (12') of the above described property.

### CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to grant such right and that their 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this right. Grantee shall exercise good judgement in the installation or modification of said Underground services, and shall be responsible for its own negligence.

2 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15 day of JUNE, 1995

3 **CELEBRITY HOMES, INC.**  
**GALE L. LARSEN, PRESIDENT**

OWNERS SIGNATURE(S)

Gale L. Larsen  
CORPORATE ACKNOWLEDGEMENT

7018 FEE 13.00 R 1000 FB  
H DEL C/O COMP 100  
LEGAL PG SCAN 1/10 FV

4 STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 15 day of JUNE, 1995, before me the undersigned, a Notary Public in and for said County, personally came

GALE L. LARSEN  
President of CELEBRITY HOMES, INC.

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Loren Johnson  
NOTARY PUBLIC



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be \_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
NOTARY PUBLIC

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management \_\_\_\_\_ Date \_\_\_\_\_  
Section SE 1/4 10 Township 14 North, Range 11 East  
Salesman Rosales Engineer Haskins Est. # 940008801 W.O.# M17832

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GEOFFREY J. JOHNSON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBRASKA

JAN 25 3 23 PM '93

GEORGE J. DILLON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEPROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one (1) through one hundred twenty-four (124), inclusive, in MISSION RIDGE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots 1 through 124 inclusive, in MISSION RIDGE, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. No dog runs shall be permitted.

6. Area. Dwellings shall be restricted to the following minimum finished square above grade area as set forth below. These minimum above grade areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

A.	Ranches	1100 square feet
B.	Split entries or Split level	1050 square feet
C.	Tri-level	1300 square feet
D.	Two Story	1500 square feet
E.	Multi-level (three or more levels finished above grade)	1300 square feet

Walsh, Fullenkamp & Doyle  
11440 West Center Road  
Omaha, Nebraska 68144  
Attn: Joan

CASH 1645 BK 1055 R COMP FB MI-25760  
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7. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

8. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.

9. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

10. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

11. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

12. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

13. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

14. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

15. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

16. Fences. There shall be a six foot high wood board on board fence constructed on the rear perimeter lot line of Lots 1 through 12 with the construction of such residence. The owner of any such lot shall at his sole expense maintain and keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably

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necessary.

17. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, doghouse, dogrun, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as approval of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

18. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, CATV and any company duly franchised by Douglas County and receiving permission from the Developer, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph, television and message service over and upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies or the CATV Company fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

19. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

20. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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21. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

22. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

23. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

24. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 21<sup>st</sup> day of January, 1993.

CELEBRITY HOMES, INC.

By: [Signature]

President

STATE OF NEBRASKA )  
 ) ss,  
COUNTY OF DOUGLAS )

On this 21<sup>st</sup> day of January, 1993, the foregoing instrument was acknowledged before me by Dale Larsen, President acting on behalf of Celebrity Homes, Inc.

Karen K. Kula  
Notary Public





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INDEXING

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PROTECTIVE COVENANTS

GEORGE: The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one hundred sixty-one (161) through one hundred eighty-seven (187), inclusive, and one hundred eighty-nine (189) through two hundred nineteen (219) inclusive, in MISSION RIDGE, and Lots one (1) through eight (8) inclusive, in MISSION RIDGE REPLAT 1, as surveyed, platted and recorded in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots 161 through 187 inclusive, and Lots 189 through 219 inclusive, in MISSION RIDGE, and Lots 1 through 8 inclusive, in MISSION RIDGE REPLAT 1, as surveyed, platted and recorded in Douglas County, Nebraska.

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1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. No dog runs shall be permitted.

6. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

7. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.

8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and

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the building code requirements of the City of Omaha.

10. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as approval of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed



and conveyed to a third-party purchaser.

16. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, CATV and any company duly franchised by Douglas County and receiving permission from the Developer, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph, television and message service over and upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies or the CATV Company fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

17. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

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

19. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

20. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

21. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five

(75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

22. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 24 day of February, 1995.

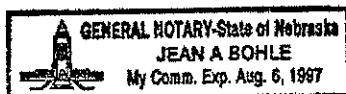
CELEBRITY HOMES INC.

By Gale L. Larsen

President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 24 day of February, 1995, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Jean A. Bohle  
Notary Public

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AMENDMENT TO PROTECTIVE COVENANTS

GEORGE J. BOHLE, JR.  
REGISTERED  
NOTARY PUBLIC

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by CELEBRITY HOMES, INC., a Nebraska corporation, hereinafter referred to as "Developer".

RECITALS:

A. On January 21, 1993, Protective Covenants for Lots one (1) through one hundred fifty-one (151), inclusive in MISSION RIDGE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska were recorded by Developer in the Office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1055 at Page 347; and

B. Paragraph 23 of the Protective Covenants provides that said Covenants may be amended by the Developer for a period of ten (10) years following January 21, 1993, by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Developer hereby declares that the Protective Covenants recorded on January 25, 1993 in Miscellaneous Book 1055 at Page 347 in the Office of the Register of Deeds of Douglas County, Nebraska for the following described lots, to-wit:

Lots 24 through 31, inclusive\* and 47 MISSION RIDGE, <sup>NKA Lot 1 + part 2</sup> subdivision as surveyed, platted and recorded in Douglas County, <sup>Mission Ridge Replat I</sup> Nebraska \* NKA Lots 189-219 Mission Ridge

should be and hereby are amended by deleting Paragraph 6.

All other terms of said Protective Covenants shall remain in full force and effect.

DATED this 24 day of February, 1995.

CELEBRITY HOMES, INC.

By: Gale L. Larsen  
President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 24<sup>th</sup> day of February, 1995, the foregoing instrument was acknowledged before me by Gale L. Larsen acting on behalf of CELEBRITY HOMES, INC.



Jean A. Bohle  
Notary Public

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REGISTER OF DEEDS

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LOCAL 808-1917

John Q. Bachman  
GAINES, MULLEN, PANSING  
& HOGAN  
10050 Regency Circle, Suite 200  
Omaha, NE 68114-3773



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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MISSION PARK 2ND ADDITION, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, is made by TORCO DEVELOPMENT, INC., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 2 through 151, inclusive, in Mission Park 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots as herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I  
ARCHITECTURAL CONTROL

A. No residence, building, fence, other than fences constructed by Declarant, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, swimming pool, pool house, tennis court, dog house, television or radio antenna, satellite and receiving dishes, flag pole, basketball backboards, solar heating or cooling collecting panels, devise or equipment, outdoor lighting, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any

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grading, excavation, or tree removal be commenced without express written prior approval of the Declarant.

B. The Declarant 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, and in relation to neighboring Lots and in the surrounding area, quality of construction, size and suitability for residential purposes and any general schemes or plans formulated by Declarant as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with the Preliminary Statement and this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

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 Declarant. Submittals for the approval shall be made in duplicate and the comments and actions of the Declarant 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 Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, 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, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.

3. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

D. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

E. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Article, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

#### ARTICLE II. RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lot shall be used only for single family residential dwelling purposes, and for no other purposes.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family residential structure, and shall conform to the following minimum requirements:

- |    |   |               |   |
|----|---|---------------|---|
| 1. | One-story ranch type house with attached garage | 1,600 sq. ft. | On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor |
| 2. | One-story house with basement garage            | 1,800 sq. ft. | On the main floor   |
| 3. | One and one-half and two-story houses           | 1,800 sq. ft. | Total area above the basement level; minimum 1,200 sq. ft. on the main floor                                  |
| 4. | Split entry (bi-level) house                    | 1,800 sq. ft. | On the main floor   |
| 5. | Tri-level (split level) house                   | 1,800 sq. ft. | Total area above grade  |

C. 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 side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred twenty (420) square feet.

D. No building or porch shall be constructed, erected, installed or situated within five (5) feet of the side yard lot line and within thirty (30) feet of the front yard line. Except as set forth herein, all Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

E. Exposed portions of the foundation on the front of each residential structure are to be covered with clay-fired brick or stone even if the 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 residential structure 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 sides or rear not facing a street of a residential structure 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. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

F. In the event that a fireplace is constructed as a part of a residential structure on any Lot, except a corner 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 or side of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue

shall be constructed of, or finished with, clay-fired 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 rear of the residential structure, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the residential structure 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. Notwithstanding the foregoing, when any fireplace is constructed as a part of a residential structure on any corner 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 residential structure, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with clay-fired brick or stone. The parts of the pre-fabricated metal furnace flues that protrude from the roof of a residential structure must be painted and no furnace flue may protrude more than five (5) feet from the roof of the residential structure, 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 on the roof ridge.

G. No fences may be built forward of the rear wall of the residential structure and, under no circumstances, closer to any adjoining street than the property line. In those instances where the residential structure has more than one rear wall, the Declarant shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Declarant. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any 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 residential structure or log houses shall be constructed or erected on any Lot. No residential structure shall be moved from outside of Mission Park to any Lot.

I. No primary flat or mansard roof shall be permitted on any residential structure. All residential structures shall be roofed with wood cedar shakes or wood shingles. Hardboard, bonded wood, pressed wood, imitation wooden shakes, or the like may be permitted with the express written approval of Declarant. Asphalt shingles will not be approved by the Declarant for coverage of any roof.

J. 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 residential structure and before occupancy thereof. The extent of sidewalks, location, and grades shall be in accordance with the regulations of the City of Omaha and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots. The sidewalks shall be constructed of concrete four (4) feet wide by four (4) inches thick.

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

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant. If approved by the Declarant, dog



runs and dog houses shall only be allowed at the rear of a residential structure, concealed from public view. No animals, livestock, agricultural type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure 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.

M. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can receptacle, or container shall be permitted to remain outside of any residential structure for a continuous time period in excess of eight (8) hours. No garden, lawn, snow removal or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any residential structure 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 residential structure at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard (or side yard with the express written approval of Declarant) of the residential structure concealed from public view and in no case closer than five (5) feet to the neighboring property line. Detached accessory buildings are not permitted. No firewood storage shall be maintained on any Lot in excess of two (2) cords and only in the rear yard or a flat surface.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn or mounted trailer of any kind, mobile homes, motorcycle, snowmobile, recreation vehicle (RV), other self-propelled vehicles or similar chattel shall be stored or maintained outside of the garage. For purposes of the preceding provisions, "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, recreation vehicle (RV) or other self-propelled vehicles or similar chattel must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any 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 Lots, or upon the streets thereof, must be in operating condition. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of the Improvements during the construction period.

O. 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.

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

Q. 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. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential structures.

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

S. Vegetable gardens not to exceed 100 square feet and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the residential structure on said Lot.

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

U. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising sign, billboard, or posters of any kind shall be erected or placed on any of said Lots, except the 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 its agents, in its development of Mission Park or signs approved in writing by the Declarant.

V. All driveways shall be constructed of concrete or brick pavers.

W. 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 Declarant.

X. 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.

Y. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

Z. No exterior television or radio antenna of any sort shall be permitted on any Lot. Notwithstanding the foregoing, an antenna that is designed to receive direct broadcast satellite service not exceeding one meter in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No treehouses, tool sheds, dollhouses, windmills, or similar structures shall be permitted on any Lot.

AA. No swimming pool shall be permitted which extends more than one (1) foot above ground level.

### ARTICLE III HOMEOWNERS' ASSOCIATION

A. The Association. Declarant has caused the incorporation of MISSION PARK HOMEOWNERS ASSOCIATION, INC., a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

7

(1) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include dedicated and nondedicated roads, paths, ways and green areas, signs, center islands and entrances for Mission Park and Mission Park 2nd Addition; and Outlots 1, 2 and 3, Mission Park. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary and Improvement District.

(2) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(3) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Mission Park; and the protection and maintenance of the residential character of Mission Park.

B. Membership and Voting. Mission Park was initially divided into One Hundred Sixty-Five (165) separate residential lots and an additional 158 lots were subsequently added (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

With the addition and expansion of the Lots subject to this Declaration, there shall be Four Hundred Seventy-Three (473) Lots and Three (3) Outlots in Mission Park and Mission Park 2nd Addition.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

C. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(1) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(2) The landscaping, mowing, watering, repair and replacement of public property and improvements on public property within or near Mission Park.

(3) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(4) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(5) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(6) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(7) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(8) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(9) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(10) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

D. Mandatory Duties of Association. The Association shall maintain the monuments and landscaping within the easement areas located within Lots 1, 2, 3 and 10 and Outlot 2, Mission Park Subdivision, and center islands dividing dedicated roads, in generally good and neat condition.

E. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

F. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

G. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys'

fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

H. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

I. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) One Hundred Fifty and no/100 Dollars (\$150.00) per Lot.

(b) In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

J. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

K. Excess Dues and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximum established in this Declaration.

L. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

M. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

N. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and

right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

O. Subordination of the Lien to Mortgage. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### ARTICLE IV EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, City or County franchised cable television firms to Omaha Public Power District, Metropolitan Utility District, the City of Omaha, and Sanitary and Improvement District #376, 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 (8') wide strip of land adjoining the rear boundary lines of said Lots, and a five foot (5') wide strip adjoining the side boundary lines of the Lots; the 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 any said utility companies fail to construct such facilities along any of the said lot lines within twenty-four (24) months of the date hereof, or if any such facilities are constructed but hereafter removed without replacement within sixty (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, trees, retaining walls or loose rock walls shall be placed in the 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. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

B. Other easements are provided for in the final plat of Mission Park, which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2064, Page 592).

#### ARTICLE V. NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Mission Park Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE VI  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot within Mission Park, 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 eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. B.H.I. Development, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

D. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

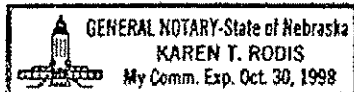
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28th day of JULY, 1997.

TORCO DEVELOPMENT, INC., a  
Nebraska corporation

By Gerald L. Torczon  
President

STATE OF NEBRASKA            )  
                                      ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 28th day of JULY, 1997, by GERALD L. TORCZON, President of TORCO DEVELOPMENT, INC., a Nebraska corporation, on behalf of the corporation.



[Signature]  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

# DEED OF TRUST

THIS DEED OF TRUST, made this 18 day of December, 1992, between CELEBRITY HOMES, INC.,  
A Nebraska Corporation, as Trustor, FirstTier Bank, National  
Association, Omaha, Nebraska as Trustee, FirstTier Bank, National Association, Omaha,  
Nebraska as Beneficiary:

WITNESSETH:

The Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the following described property:  
Lots 1 through 151 Mission Ridge, a subdivision in Douglas County, Nebraska.

RECEIVED  
JAN 5 3 24 PM '93  
GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

CASH 115 A BK 3960 R FB M1-25760  
TYPE 110.50 PG 312-318/10 COMP 312 SCAN 10  
LEG L PG 312 MC EV

together with all interest which Trustor now has or may hereafter acquire in and to said property and in and to: (a) all easements and rights of way appurtenant thereto; (b) all tenements, hereditaments, buildings, structures, improvements, fixtures, equipment, furnishings and appurtenances now or hereafter placed thereon; (c) all leasehold estate, right, title, and interest of Trustor in and to all leases or subleases thereof or any portion thereof now or hereafter existing or entered into, and all right, title, and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and (d) all mineral, oil, gas rights and profits, water, water rights, and water stock. Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary in form and substance satisfactory to Beneficiary to confirm the lien of this Deed of Trust on any of the aforementioned property. The property so conveyed to Trustee hereunder is hereinafter referred to as "such property".

The Trustor absolutely and irrevocably grants, transfers and assigns to Beneficiary the rents, income, issues, and profits of all property covered by this Deed of Trust.

FOR THE PURPOSE OF SECURING:

1. Payment of the principal sum of Eight hundred thousand and no/100 (\$830,000.00)-----

together with all future advances with interest thereon (whether made at the option of the parties or whether necessary to protect the security interest granted herein), and any sums which are an obligation of any person named in this Deed of Trust to the beneficiary. The principal sum set forth hereinabove is evidenced by the following promissory note or notes executed by and bearing the date or dates set forth:

Note	Date	Maturity
Celebrity Homes, Inc.	December 18, 1992	December 1, 1995

If any of these promissory note(s) is a revolving note, the reduction, thereof to zero or elimination of the obligation shall not invalidate any future advances unless a notice or release to the contrary is filed of record.

This Deed of Trust shall also secure all interest on the foregoing note(s) and prepayment or late charges assessed. This Deed of Trust shall also secure all renewals, extensions or modifications of the foregoing note(s).

2. 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.

3. Payment of all fees and charges of Beneficiary or Trustee, whether or not set forth herein.

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

TITLE: That it is lawfully seized and possessed of a good and indefeasible title and state to all of such property in fee simple free from any prior lien or encumbrances, has good right and lawful authority to convey the same, and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; 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.

MAINTENANCE: To keep 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 therefore and for any alterations thereof; 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, water or any mineral of any kind unless the written consent of Beneficiary is 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.

FirstTier  
N<sup>th</sup> Farnam



**SUBSTITUTION OF TRUSTEE:** That Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the register of deeds of the county or counties where such property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees who shall without conveyance from the Trustee predecessor, succeed to all its title, estate rights, power and duties.

**NO WAIVER BY BENEFICIARY:** No waiver by Trustee or Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Waiver by Trustee or Beneficiary of any right granted to Trustee or Beneficiary under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Trustor that Trustor was obligated hereunder, but failed to make or perform or by adding any payment so made by Trustee or Beneficiary to the indebtedness secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare hereunder, or to declare a default for failure so to pay.

**WAIVER OF STATUTE OF LIMITATIONS:** Time is of the essence in all Trustor's obligations hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Trust or any right or remedies hereunder.

**INSPECTION AND BUSINESS RECORDS:** Beneficiary at any time during the continuation of this Trust may enter and inspect such property at any reasonable time. Trustor agrees that, when requested by Beneficiary, Trustor will promptly deliver to Beneficiary such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Beneficiary which will be in form and content prepared according to the usual and acceptable accounting principles and practices, which statements shall cover the financial operations relating to Trustor or such property and Trustor further agrees when requested by Beneficiary to promptly deliver in writing such further additional information as required by Beneficiary relating to any such financial statements.

**REMEDIES:** No remedy herein provided shall be exclusive of any other remedy herein or now hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or to Beneficiary or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary, any and all sums of money of Trustor which may have in its possession or under its control, including without limiting the generality of the foregoing any savings account, deposit, investment certificate, escrow or trust funds.

**LAW APPLICABLE:** That this Deed of Trust shall be construed according to the laws of the State of Nebraska.

**ILLEGALITY:** In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

**GENERAL PROVISIONS:** (a) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns; (b) the term "Beneficiary" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Beneficiary herein; (c) wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa; (d) captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it. If more than one person is named herein as Trustor, each obligation of Trustor shall be the joint and several obligation of each such person. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

**TRUSTEE ACCEPTS** this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

Mailing address for notices to Trustor:

**REQUEST FOR NOTICE:** Trustor and Beneficiary request that a copy of any notice of default and notice of sale made or executed by the Trustee pursuant to the provisions hereof be sent to the Trustor and Beneficiary at their respective mailing addresses set forth herein.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above written.

(CORPORATE SEAL)

CELEBRITY HOMES, INC., a Nebraska Corporation

BY

Gale L. Larsen, President