

52-245

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 29th day of March, 1979, between Richard H. Cordes, single, Wallace Hopkins and Marie A. Hopkins, husband and wife, and Paul A. Rauth and Martha A. Rauth, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Four tracts of land located in Offutt Towers Replat, a subdivision located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nine (9), Township Thirteen (13) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, as surveyed, platted and recorded, more particularly described as follows:

A tract of land located in Lots One (1), Two (2) and Three (3) of the above described land, beginning at the Southeast corner of Lot (1); thence Northerly on the East property line of said Lot One (1) a distance of Two and One-half (2 $\frac{1}{2}$) feet; thence Westerly on a line Two and One-half (2 $\frac{1}{2}$) feet North of and parallel to the South line of Lots One (1) and Two (2), to the West line of Lot Three (3); thence Southerly on the West property line of Lot Three (3) to the Southwest corner of said lot; thence Easterly on the South property line of Lots Three (3), Two (2) and One (1) to the point of beginning.

A tract of land located in Lot Seven (7) of the above described land, beginning at the Southeast corner of said lot; thence Northerly on the East line of said lot a distance of Four and Sixty-four Hundredths (4.64) feet to a point of curvature; thence Northerly on a curve to the right a distance of One Hundred Forty-seven and Seven Hundredths (147.07) feet; thence Southerly on a line One Hundred and Thirty-eight and Eight Hundredths (138.08) feet East of and parallel to the West property line of said lot to the Southerly property line of said lot; thence Easterly on the Southerly property line of said Lot Seven (7) to the point of beginning.

A tract of land located in Lots Eight (8) and Nine (9) of the above described land, beginning at the Northeast corner of Lot Nine (9); thence Southerly on the East property line of said Lot Nine (9) a distance of Two and One-Half Feet (2 1/2'); thence Westerly on a line Two and One-Half (2 1/2) feet South of and parallel to the North line of Lot Nine (9), to a point where said line intersects with the Northerly line of Lot Eight (8); thence Easterly on the Northerly line of Lots Eight (8) and Nine (9) to the point of beginning.

The North Two and one-half (2 $\frac{1}{2}$) feet of Lot Ten (10) of the above described land.

The previously described tracts contain Twenty-three Hundredths (0.23) acre, more or less, all as shown on the plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

FILED FOR RECORD 5-3-79 AT 10:05A AM IN BOOK 52 OF Miss. Tax
PAGE 245 Carl S. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 1375 Leif 03671

1. Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said tracts of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.

Richard H. Cordes
Richard H. Cordes

Wallace Hopkins
Wallace Hopkins

Marie A. Hopkins
Marie A. Hopkins

Paul A. Rauth
Paul A. Rauth

Martha A. Rauth
Martha A. Rauth

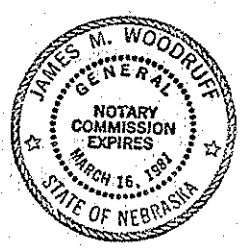
Grantors

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

On this 29 day of March, 1979, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Richard H. Cordes, single, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

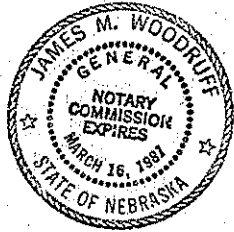
James M. Woodruff
Notary Public



STATE OF NEBRASKA)
COUNTY OF Douglas) ss

On this 29 day of March, 1979, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Wallace Hopkins and Marie A. Hopkins, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



James M. Woodruff
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

On this 2 day of April, 1979, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Paul A. Rauth and Martha A. Rauth, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



James M. Woodruff
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003 17597

2003 APR -4 A 10: 36 AM

Sharon J. Dowling
REGISTER OF DEEDS

Counter LYM
Verify [Signature]
D.E. [Signature]
Proof D
Fee \$ 1.00
Ck Cash Chg TD

March 20, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Offutt Towers Replat, an Addition as surveyed, plated and recorded in Sarpy County, Nebraska, over, upon, along and above the following described property:

A Five foot (5') strip of land along and abutting the side and rear lot lines of Lots Eight (8) and Nine (9) of Offutt Towers Replat, ~~and now~~ known as lots One through Eleven (1-11) Offutt Towers Replat 5. **TO BE**

Said Plat and Dedication filed for record June 24, 1977, in Plat Book 7 at Page 13 in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 21st day of March, 2003.
OMAHA PUBLIC POWER DISTRICT

[Signature]
Approved by Engineering

[Signature]
Lawrence K. Troutman - Manager
Transmission Engineering

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

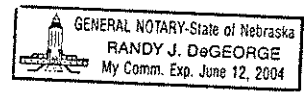
On this 21st day of March, 2003, before me the undersigned, a Notary Public in and for said county personally came Lawrence K. Troutman - Manager, Transmission Engineering, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

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

[Signature]
NOTARY PUBLIC

RJR
Return To:
Thompson, Dreesen & Dorner, Inc.
10836 Old Mill Road
Omaha, NE 68154

17597



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-15625
2003 MAR 26 A 11:32

Glenn J. Dowling
REGISTER OF DEEDS

Counter SM
Verify AK
D.E. EM
Proof SM
Fee \$ 6.00
ER EAR ETR TD

Recording information above
ROW# NECWO-3-19

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that QWEST CORPORATION, a Colorado Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), whose address is 1801 California St., Suite 5200, Denver, CO 80202, hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

THE FIVE (5) FOOT UTILITY EASEMENTS ON THE SIDE LOT LINES OF LOTS 8 AND 9 AND THE EIGHT (8) FOOT UTILITY EASEMENTS ON THE REAR LOT LINES OF LOTS 8 AND 9, OFFUTT TOWERS REPLAT, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY.

SAID FINAL PLAT AND DEDICATION WAS RECORDED IN PLAT BOOK 7 AT PAGE 13 OF THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 20TH day of MARCH, 2003

QWEST CORPORATION
A COLORADO CORPORATION

BY: *Kimberly R. Jirovsky*
TITLE: KIMBERLY R. JIROVSKY, DESIGN ENGINEER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20TH DAY OF MARCH, 2003, BY Kimberly R. Jirovsky, Design Engineer FOR QWEST CORPORATION, A COLORADO CORPORATION, ON BEHALF OF SAID CORPORATION.

Claudia E. Larsen
Notary Public



(SEAL)

RVR
10/22
Return To:
Thompson, Dreesen & Dornier, Inc.
10836 Old Mill Road
Omaha, NE 68154

15625

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-62862

2003 OCT 28 A 9:36 P

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER SAY C.E. ✓
VERIFY ✓ D.E. ✓
PROOF ✓
FEES \$ 50.50
CHECK# 1958
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Lots 1-11, Offutt Towers Replat 5, Sarpy County, Nebraska)

RTR
1069
Wallace Hopkins
PO Box 542005
Omaha, Ne 68154-8005

62862

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS are made on the date shown on the close of this instrument by the parties who are at the close of this instrument, hereinafter collectively described as "Declarant/Developer."

WITNESSETH:

WHEREAS, Declarant/Developer is the owner of certain property in Sarpy County, Nebraska, more particularly described as follows:

Lots 1 through 11, Offutt Towers Replat 5, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, Declarant/Developer hereby declares that the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE I DEFINITIONS

Section 1. "Owner" shall mean and refer to:

- (a) 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, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the Purchaser(s) obligation under the contract.

Section 2. "Properties" shall mean and refer to Lots 1 through 11, inclusive, in Offutt Towers Replat 5, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, which is a replatting of Lots 8 and 9, Offutt Towers Replat, a subdivision in Sarpy County, Nebraska.

Section 3. "Lot" shall mean and refer to any of the 11 platted lots shown upon the recorded subdivision map of the Properties.

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Section 4. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots."

Section 5. "Declarant/Developer" shall mean and refer to all persons and entities signing this instrument and having a legal and/or beneficial ownership in the Properties.

ARTICLE II
RESTRICTIONS AND COVENANTS

Section 1. Residential Purposes Only. The Properties shall be used only for single-family, residential purposes.

Section 2. Restrictions on Construction. Construction or improvement of any residential Lot shall be subject to the following restrictions:

- a. Timing Upon Excavation. Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
- b. Building Setback Requirements. All setbacks, side yards and the minimum front, side and rear yard requirements shall conform to the City of Bellevue Zoning Districts.
- c. Minimum Dwelling Size. Each dwelling shall contain not less than the following square feet of finished living space (exclusive of porches, breezeways, and garages):
 - (1) Two Story: 1,000 square feet on first floor
 - (2) Ranch: 1,400 square feet
 - (3) One and One-half Story: 1,450 square feet
- d. Maximum Height. Maximum height for any building shall be two (2) stories.
- e. Roof. The roofing material for all dwellings shall consist of concrete or fiberglass shakes, tile, wood shakes, or minimum 340# asphalt shingles.
- f. Garages. Each residence shall include an enclosed garage for not less than two cars, nor more than five cars (attached or detached).

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- g. **Wiring.** All power and telephone service wires shall be buried underground.
 - h. **Drives.** Driveways shall be portland concrete or brick from the public roadway to the garages.
 - i. **Exposed Foundations.** Any exposed foundation on the front of all buildings shall be covered by brick or stone or a similar material.

Section 3. Noxious Activities. No noxious, offensive, illegal or life-threatening activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Nor shall the land be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding area. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

Section 4. Vehicles and Equipment. No automobile, motorcycle, boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper, or similar chattel shall be maintained, repaired or stored on any part of a lot for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavating equipment, tractors or semi-tractor/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All of the above shall also apply to any and all streets and rights-of-way.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. All unpleasanties created by the household pet shall be the responsibility of the Owner. No exterior homes or shelters for household pets are permitted. Pets shall not be tied up in a yard. No dug runs or kennels may be installed on any Lot.

Section 6. Fences/Clothes Lines. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Architectural Committee. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas.

Section 7. Advertising. No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by Declarant/Developer as a

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sales and rental office, or as a model home or both, and while any Lot is so used, it shall have the right, for itself, or its nominee, to place signs on the premises advertising such office or model home, or both.

Section 8. Other Outbuildings. No structure of a temporary character, carport, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Offutt Towers Replat 5 without the written approval of the Architectural Committee. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties, nor the construction of new houses, in whole or in part, off the premises for installation on the premises.

Section 9. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

Section 10. Commercial Use. No property shall be used for commercial purposes, except for a sales and rental office for use during the period of construction and sale of the Properties.

Section 11. Vehicle Repairs. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any Properties, except within an enclosed structure.

Section 12. Plantings. Not less than four (4) ornamental or deciduous shade trees must be planted on each residential Lot within one (1) year after excavation for footings, and, thereafter, maintained in good growing condition, or replaced as necessary. No garden or field crops shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The Owner shall take whatever steps as are necessary to control noxious weeds on owned Property and shall maintain necessary ground cover in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the Owner's expense.

Section 13. Maintenance. None of the land shall be used, in whole or in part, for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed from the subdivision and, except for plant waste (leaves, branches, etc.), shall not be burned by open fire, incinerator, or otherwise, within the subdivision or any part thereof.

Section 14. Outside Antennas, Signs, and Lighting. Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected, provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties. No permanent signs, billboards, unsightly objects or

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nuisances shall be created, placed or permitted to remain on any lot except two (2) signs per lot consisting of not more than six (6) square feet advertising a lot as "For Sale." Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any adjacent property.

Section 15. Water Drainage. The Owner has created a water drainage plan by grading the Properties 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 neighborhood buildings or lots.

Section 16. Construction Approval. No dwelling, fence, wall, driveway, patio, patio enclosure, swimming pool, outbuilding 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 structural improvement have been approved by the Architectural Committee in writing. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, landscape plan, drainage plan and site lines. In the event Owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the Owner. The Architectural Committee 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 the Architectural Committee specifically reserves the right to deny permission to construct any type of structure or improvements which it determines will not conform to the master plan for the development of the subdivision. Within thirty (30) days of receipt of said plans, the Architectural Committee shall notify the Owner in writing of its approval of the plans, or disapproval with reasons therefor. Failure of the Architectural Committee to give either written approval or disapproval of the 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 not operate as approval of the plan as submitted. If notice of approval is not mailed within such period, the proposed improvement shall be deemed disapproved by Declarant/Developer. Until a residence has been constructed on all of the lots within said subdivision, the Architectural Committee shall consist of Dr. Richard H. Cordes, Wallace Hopkins, and Martha A. Rauth, or their designated representatives. After such time, the Architectural Committee shall consist of five (5) members, who shall be owners of Lots within the subdivision. Said members shall be elected annually by the Owners of the subdivision.

Section 17. Utility and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest Communications and any other company which has been franchised to provide a cable television system in the area to be subdivided, its successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat, power and for the transmission of signals and sounds of all kinds, including signals provided by cable television system and the reception on, over, through, under and across a five foot (5') wide strip of land

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abutting all front and side boundary lot lines; and an eight foot (8') wide strip of land abutting the rear boundary line of Lots 6 through 11, inclusive. The easement along Lots 2 through 5 shall be as follows:

A 10.00 foot wide strip of land lying within Lots 2, 3, 4, and 5, Offutt Towers Replat 5, a Subdivision in Sarpy County, Nebraska, the centerline of said 10.00 foot wide strip of land being described as follows: commencing at the SW corner of said Lot 2;

thence N00°09'57"E (assumed bearing) 43.00 feet on the West line of said Lot 2 to the point of beginning;

thence N86°30'25"E 78.35 feet;

thence N69°47'52"E 184.22 feet to the East line of said Lot 5 and the point of termination, said point being 132.00 feet from the NE corner of said Lot 5, with the outer limits of said 10.00 foot wide strip of land being extended to meet the West line of said Lot 2 and the East line of said Lot 5.

In addition, a perpetual easement is hereby reserved in favor of and granted to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and remove pipeline, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water within said easement. No obstructions including, but not limited to, permanent buildings, trees, fences, retaining walls or loose rocks, shall be placed in the easements. All Owners of record, their families, tenants or other persons utilizing such easements will be respectful of said easements.

Section 18. Remedy on Violation. If the parties hereto, or any of their heirs, successors or assigns, shall violate, or attempt to violate, any of the easements, covenants, or restrictions herein, it shall be lawful for the Architectural Committee or any person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such easement, covenant or restriction, and to either prevent him or them from doing so or to recover damages for such violation.

Section 19. Severability. If any one or more provisions of this Agreement shall be adjudged or declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of all or any other provision of this Agreement shall not be affected thereby. Accordingly, in such event: (a) this Agreement shall be construed as if it did not contain the particular clause(s) so declared to be invalid or unenforceable, and (b) the rights and obligations of the parties shall be construed and enforced accordingly.

Section 20. 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 of recording, after which time they shall be automatically extended for successive periods of ten (10) years. Each of the covenants herein contained is several and

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separate from the other covenants and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

Section 21. Enforcement by Declarant/Developer. Nothing herein contained shall in any way be construed as imposing upon the Declarant/Developer any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

Section 22. Amendments. Until all of the lots have been sold and any residence constructed on the same, Declarant/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 Sarpy 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 Sarpy County, Nebraska, duly executed and acknowledged by owners of at least seventy-five percent (75%) of the lots subject to these protective covenants. Such amendments may include, among other things, the inclusion of additional properties to these protective covenants and extension of 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 aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

Section 23. Waiver for Hardship. Until such time as all Lots are improved, Declarant/Developer shall have the right, in the Declarant/Developer's discretion, to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

DATED this 16th day of October, 2003.

Wallace Hopkins, Trustee
Wallace Hopkins, Trustee
"Declarant/Developer"

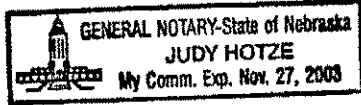
Richard H. Cordes
Dr. Richard H. Cordes, "Declarant/Developer"

Martha A. Rauth
Martha A. Rauth, "Declarant/Developer"

2003-62862H

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 16th day of October, 2003, by Wallace Hopkins, Dr. Richard H. Cordes, and Martha A. Rauth.



Judy Hotze
Notary Public

FILED FOR RECORDING - 6-18-95 AT 9:57 AM IN BOOK 53 OF *Mural* 1075
638 *Carl & Helene*
REGISTER OF DEEDS SARPY COUNTY NEB

- That the undersigned, being the owners of the following described properties, do hereby impose these covenants on said properties, which covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2005:
- Lots 4, 5 and 6 in Offutt Towers, a Subdivision as surveyed, platted and recorded, Sarpy County, Nebraska, and Lots 7, 8 and 9 and the North 1/4 of Lot 3, in Offutt Towers Replat, a Subdivision in Sarpy County, Nebraska.
1. If any present or future owner, or user or occupant of any of said properties shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.
 2. Invalidation of any of these covenants by judgment, decree or order of any competent court shall in no way affect any of the other provisions. The undersigned owners reserve the exclusive right to modify, alter or waive these covenants by means of a written, recorded instrument as to any parcel of land included within the above-described property, in cases where it appears necessary or advisable because of unusual circumstances or to prevent hardship. Said owners also reserve the right to select another person, firm or entity as their designee to carry out their rights under the terms of this document, by means of a recorded written instrument.
 3. Said property shall be used only for residential purposes, in accordance with appropriate zoning regulations.
 4. Prior to the construction of any structure on any of the above-described property, the owner thereof shall first submit the plans for such structure to the said owners, or their designee, and secure from said owners, or their designee, written approval thereof. Such plans shall include site plans showing the location of the structure or structures contemplated. Such plans shall include at least four exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines. Within thirty (30) days after receipt of such plans, the undersigned owners, or their designee, shall notify the owner submitting such plans, in writing, of their approval or disapproval of the same, with reasons therefore if disapproved. If the undersigned owners, or their designee, then such plans shall be deemed approved. Within such thirty (30) day period, then such plans shall be deemed approved. Such plans will not be returned to the owner.
 5. No mobile home, trailer, basement, garage, barn or other out building shall be used as a residence, either temporarily or permanently, on the subject property.
 6. All electrical power and telephone service lines shall be buried underground.
 7. All structures commenced on such property shall be completed within one year after excavation for the footings for such structures.
 8. No trailers, boats, recreational vehicles or commercial vehicles shall be parked or stored on the subject property except in enclosed garages.

KNOW ALL MEN BY THESE PRESENTS:

PROTECTIVE COVENANTS

Richard H. Cordes
 Paul A. Rauth
 Martha A. Rauth

Wallace Hopkins
 Marie A. Hopkins

30th day of September, 1980. IN WITNESS WHEREOF, these Protective Covenants have been executed this

9. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, and any other supplier of electrical power, natural gas, water or other utilities, and to any Sanitary and Improvement District of which the property may at any time form a part, their respective successors and assigns, to erect, operate, maintain, repair, replace and renew buried or underground sewers, water mains, gas mains, cables, conduits, electrical and telephone utility facilities for the carrying and transmission of water, sewage, gas, electric current for light, heat and power and for all telephone, telegraph and message service, over, under, through and upon a foot strip of land adjoining (1) the East boundary lines of the properties described as the North 124 feet of Lot 3 in Offutt Towers Replat, and Lot 4 in Offutt Towers, (2) the West boundary lines of Lots 5 and 6 in said Offutt Towers and Lots 7 and 8 in said Offutt Towers Replat, and (3) the South boundary lines of Lots 8 and 9 in said Offutt Towers Replat. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement ways or in the easement ways hereinafter granted, but the same may be used for landscaping or other purposes that do not then or later interfere with the use or rights granted herein. A perpetual easement is also hereby granted to Northwestern Bell Telephone Company and Omaha Public Power District and their respective successors in interest, to construct, maintain, operate, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat, power and for all telephone, telegraph and other message purposes on, above, under and across a strip of land ten (10) feet in width running from the electric service entrance of any residential structure, when constructed upon a buildable parcel, and continuing from such service entrance on a straight line to the property line of said buildable parcel where connection is to be made to the appropriate service lines involved.
10. No provision contained herein shall in any way be construed as imposing upon the undersigned owners, or their designee, or their successors in interest, any liability, obligation or requirement for enforcement.
11. The owners of vacant portions of the subject property shall be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds. In the event any property owner shall fail to so maintain his property at reasonable intervals, the undersigned owners, or their designee, may do so and such owner may be billed at a reasonable hourly rate, not less than \$15.00 per hour, for such work.
12. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any of the subject property, except within an enclosed structure.
13. These covenants are in pursuance of a general plan of improvement and development and shall bind and inure to the benefit of and be a burden upon the present and future owners of the property hereinabove described, and shall run with the land.

53-6384



Steven M. Watson
Notary Public

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

Before me the undersigned, a notary public, personally came PAUL A. RAUTH and MARTHA A. RAUTH, husband and wife, to me personally known to be the persons who executed the above Purchase Agreement, and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

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

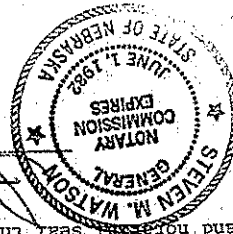


Steven M. Watson
Notary Public

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

Before me the undersigned, a notary public, personally came WALLACE HOPKINS and MARIE A. HOPKINS, husband and wife, to me personally known to be the persons who executed the above Purchase Agreement, and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

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



Steven M. Watson
Notary Public

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

Before me the undersigned, a notary public, personally came RICHARD H. GORDS, a single person, to me personally known to be the person who executed the above Purchase Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

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

SUPPLEMENT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned being the owners who filed certain "Protective Covenants" in Miscellaneous Book 53 at Page 638 in the office of the Register of Deeds of Sarpy County, Nebraska, do hereby designate Lynnwood Oaks Owners Association, acting by or through its Board of Directors or by or through an architectural committee appointed by said Board of Directors, as the designee of the undersigned for the purpose of approving plans pursuant to paragraph 4 of the above-mentioned "Protective Covenants", insofar as the same shall be applicable to Lynnwood Oaks Townhomes, a Subdivision platted from Lots Five (5) and Six (6) in Offutt Towers Subdivision and Lot Seven (7) in Offutt Towers Replat Subdivision, all in Sarpy County, Nebraska.

The undersigned do hereby further designate that the width of the easement referred to in Paragraph 9 of said "Protective Covenants", which was left blank in said "Protective Covenants" as originally filed, shall be five feet (5').

IN WITNESS WHEREOF, this instrument has been executed this 23rd day of July, 1981.

Richard H. Cordes
Richard H. Cordes

Wallace Hopkins
Wallace Hopkins

Paul A. Rauth
Paul A. Rauth

Marie A. Hopkins
Marie A. Hopkins


Martha A. Rauth
Martha A. Rauth

FILED FOR RECORD 7-23-81 AT 12:10 P.M. IN BOOK 54 OF Misc. Rec. 1150
PAGE 470 (Carl L. Hillier) REGISTER OF DEEDS, SARPY COUNTY, NEB

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came RICHARD H. CORDES; WALLACE HOPKINS and MARIE A. HOPKINS, husband and wife; and PAUL A. RAUTH and MARTHA A. RAUTH, husband and wife; to me personally known to be the persons who executed the above and foregoing Supplement to Protective Covenants and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

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

Steven M. Watson
Notary Public


Rec'd 06148