



DEED 2003145358



AUG 01 2003 15:05 P 7

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Stamp Tax  
8-1-03  
Date  
\$ Ex 4  
By JB

RICHARD H TAKESCHI  
REGISTER OF DEEDS  
SARASOTA COUNTY, FL

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

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FEE 100.00

01-60000 - old ss  
FB 00-38391 - old ss

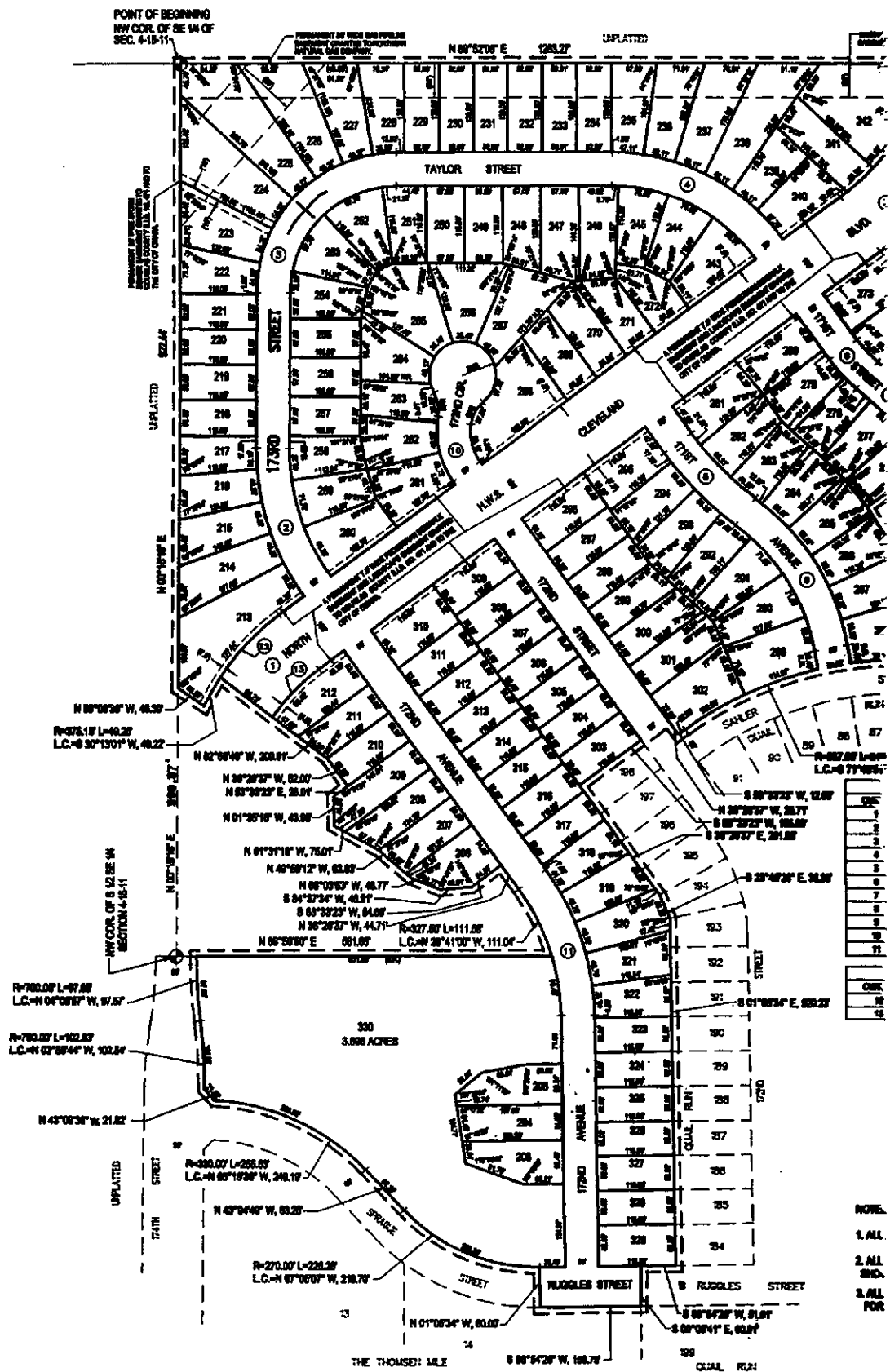
BKP 445-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_

DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Temp. 12.4.01

✓ Charge

RETURN: E+A Consulting  
12001 Q St  
Omaha, NE 68137



ADAMS COUNTY, OHIO

APPROVAL OF CITY ENGINEER OF C.M.

QUA

LOTS 203-1

Being a replat of part of Lot 11, The Thomsen  
replat of all of Lot 12, said The Thomsen Mile  
Street; and also being a platting of part of said  
of the 6th P.M., Douglas County, Nebraska.

PETITION TO VACATE A PART OF THE THOMSEN MILE a subdivision as surveyed,  
platted and recorded in Douglas County, Nebraska, and to replat and dedicate said area  
as QUAIL RUN, Lots 203 thru 330 inclusive. The undersigned petition that the portion of  
said THE THOMSEN MILE being herein replatted, the plat thereof, and the dedication of  
the streets, easements and other areas for public use be set aside, vacated, and held  
for naught and to replat said tract as QUAIL RUN, Lots 203 thru 330, inclusive, and in  
connection therewith make the following dedication:

## DEDICATION

Know all men by these presents that we, Celebrity Homes, Inc., owner of the property described  
in the Certification of Survey and embraced within the plat, have caused said land to be  
subdivided into lots and streets to be numbered and named as shown, said subdivision to be  
hereafter known as QUAIL RUN (lots numbered as shown), and we do hereby ratify and  
approve of the disposition of our property as shown on the plat, and we do hereby dedicate to  
the public for public use the streets, avenues and circles, and we do hereby grant easements as  
shown on this plat, we do further grant a perpetual easement to the Omaha Public Power  
District, Qwest and any company which has been granted a franchise to provide a cable  
television system in the area to be subdivided, their successors and assigns, to erect, operate,  
maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to  
extend thereon wires or cables for the carrying and transmission of electric current for light, heat  
and power and for the transmission of signals and sounds of all kinds including signals provided  
by a cable television system, and the reception on, over, through, under and across a five-foot  
(5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of  
land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land  
abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as  
those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16')  
wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is  
surveyed, platted and recorded and we do further grant a perpetual easement to Metropolitan  
Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and  
renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the  
transmission of gas and water on, through, under and across a five-foot (5') wide strip of land  
abutting all out-of-lot streets. No permanent buildings or retaining walls shall be placed in the  
said easement ways, 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.

In witness whereof, we do set our hands.

CELEBRITY HOMES, Inc.

BY: GALE L. LARSEN, PRESIDENT

## ACKNOWLEDGEMENT OF NOTARY

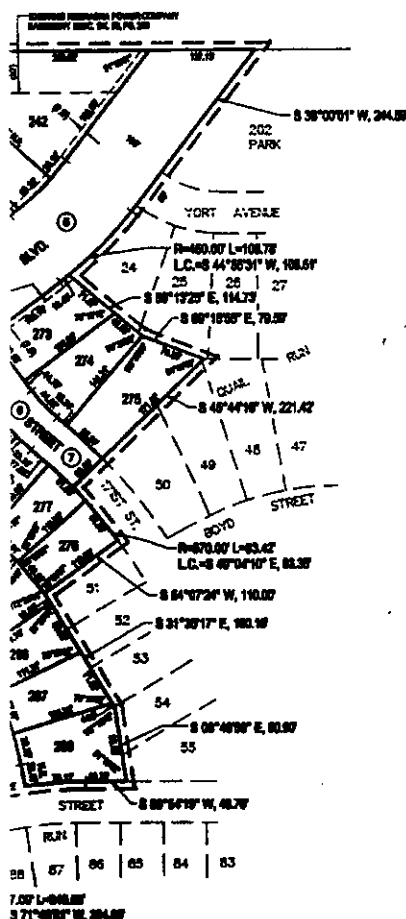
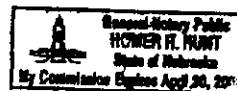
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 5<sup>TH</sup> day of AUG, 2002, before me, the undersigned, a Notary Public in  
and for said County, personally came Gale L. Larsen, President of Celebrity  
Homes, Inc., who is personally known to be the identical person whose name  
is affixed to the Dedication on this plat and acknowledged the same to be his voluntary  
act and deed as such officer of said Inc.

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

Notary Public

My commission expires 4-30-03



CENTERLINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	287.87	123.87	87.48	18°10'52"
2	244.82	288.38	114.12	38°41'02"
3	184.87	288.88	188.38	88°28'02"
4	288.38	228.88	147.88	88°41'02"
5	488.88	188.88	84.88	18°10'52"
6	288.88	81.38	38.78	14°10'52"
7	88.88	71.38	38.88	8°10'52"
8	488.88	148.88	72.88	18°10'52"
9	288.88	244.38	138.88	48°10'52"
10	188.88	81.38	43.38	48°10'52"
11	288.88	217.88	112.38	38°21'02"

ADJ. CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
10	278.18	188.18	84.78	18°10'52"
11	288.88	86.48	86.78	18°10'52"

## NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (P.L.)
3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

# QUAIL RUN

LOTS 203 THRU 330 INCLUSIVE.

part of Lot 11, The Thomsen Mile, a subdivision located in the SE 1/4 of Section 4; and also being a part of Lot 12, said The Thomsen Mile, and also being a replat of the included street right-of-way of Sprague being a platting of part of said SE 1/4 of Section 4; all located in Township 15 North, Range 11 East Douglas County, Nebraska.

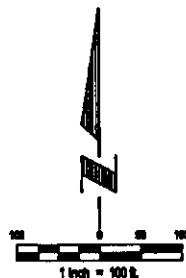
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rains granted.

, Public In

county

Record-Return Public  
HOMER H. HUNT  
State of Nebraska  
Expires April 30, 2011



## SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Quail Run (the lots numbered as shown) being a replat of part of Lot 11, The Thomsen Mile, a subdivision located in the SE 1/4 of Section 4; and also being a replat of all of Lot 12, said The Thomsen Mile, and also being a replat of the included street right-of-way of Sprague Street; and also being a platting of part of said SE 1/4 of Section 4; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SE 1/4 of Section 4; thence N89°52'06"E (assumed bearing) along the North line of said SE 1/4 of Section 4, a distance of 1283.27 feet to the Northwest corner of Lot 202, Quail Run (Lots 1 thru 202, inclusive), a subdivision located in said SE 1/4 of Section 4; thence along the Westerly line of said Quail Run, (Lots 1 thru 202, inclusive), on the following described courses; thence S36°00'01"W, a distance of 244.59 feet; thence Southeastwesterly on a curve to the right with a radius of 450.00 feet, a distance of 108.78 feet, said curve having a long chord which bears S44°55'31"W, a distance of 108.51 feet; thence S60°13'25"E, a distance of 114.73 feet; thence S88°18'55"E, a distance of 79.59 feet; thence S45°44'16"W, a distance of 221.42 feet; thence Southeastwesterly on a curve to the right with a radius of 570.00 feet, a distance of 83.42 feet, said curve having a long chord which bears S40°04'10"E, a distance of 83.35 feet; thence S64°07'24"W, a distance of 110.00 feet; thence S31°35'17"E, a distance of 180.15 feet; thence S08°48'58"E, a distance of 90.80 feet; thence S88°54'18"W, a distance of 48.75 feet; thence Southeastwesterly on a curve to the left with a radius of 637.00 feet, a distance of 240.68 feet, said curve having a long chord which bears S71°43'51"W, a distance of 334.59 feet; thence S63°33'23"W, a distance of 12.85 feet; thence N36°26'37"W, a distance of 28.71 feet; thence S63°33'23"W, a distance of 105.00 feet; thence S36°26'37"E, a distance of 201.88 feet; thence S23°45'28"E, a distance of 38.33 feet; thence S01°08'34"E, a distance of 820.23 feet; thence S88°54'26"W, a distance of 51.51 feet; thence S00°08'41"E, a distance of 60.01 feet to a point on the South right-of-way line of said Sprague Street and Ruggles Street, said point also being the Northwest corner of Lot 199, said Quail Run, (Lots 1 thru 202, inclusive), said point also being the Northeast corner of Lot 14, said The Thomsen Mile; thence S88°54'26"W along said South right-of-way line of Sprague Street, said line also being the North line of said Lot 14, The Thomsen Mile, a distance of 150.75 feet; thence N01°08'34"W, a distance of 60.00 feet to a point on the Northerly right-of-way line of said Sprague Street, said point also being on the Southerly line of said Lot 11, The Thomsen Mile; thence along said Northerly right-of-way line of Sprague Street, said line also being said Southerly line of Lot 11, The Thomsen Mile and the Southerly line of said Lot 12, The Thomsen Mile, on the following described courses; thence Northwestwesterly on a curve to the right with a radius of 270.00 feet, a distance of 226.28 feet, said curve having a long chord which bears N57°05'07"W, a distance of 219.70 feet; thence N43°04'40"W, a distance of 83.25 feet; thence Northwestwesterly on a curve to the left with a radius of 330.00 feet, a distance of 255.53 feet, said curve having a long chord which bears N85°15'35"W, a distance of 248.19 feet to the Southwest corner of said Lot 12, The Thomsen Mile, said point also being the point of intersection of said Northerly right-of-way line of Sprague Street and the Easterly right-of-way line of 174th Street; thence along said Easterly right-of-way line of 174th Street, said line also being the Westerly line of said Lot 12, The Thomsen Mile, on the following described courses; thence N43°09'36"W, a distance of 21.82 feet; thence Northerly on a curve to the left with a radius of 700.00 feet, a distance of 102.63 feet, said curve having a long chord which bears N03°58'44"W, a distance of 102.64 feet; thence Northerly on a curve to the right with a radius of 700.00 feet, a distance of 97.85 feet, said curve having a long chord which bears N04°08'57"W, a distance of 97.87 feet to the Northwest corner of said Lot 12, The Thomsen Mile, said point also being the point of intersection of said Easterly right-of-way line of 174th Street and the North right-of-way line of said 174th Street, said point also being on the North line of the South 1/2 of said SE 1/4 of Section 4; thence N89°50'50"E along the North line of said Lots 11 and 12, The Thomsen Mile, said line also being said North line of the South 1/2 of the SE 1/4 of Section 4, a distance of 631.66 feet; thence Northwestwesterly on a curve to the left with a radius of 327.50 feet, a distance of 111.58 feet, said curve having a long chord which bears N26°41'00"W, a distance of 111.04 feet; thence N36°26'37"W, a distance of 44.71 feet; thence S63°33'23"W, a distance of 54.88 feet; thence S84°37'34"W, a distance of 46.91 feet; thence N88°03'53"W, a distance of 48.77 feet; thence N49°59'12"W, a distance of 63.83 feet; thence N61°31'16"W, a distance of 75.01 feet; thence N01°35'15"W, a distance of 43.95 feet; thence N53°33'23"E, a distance of 28.01 feet; thence N36°26'37"W, a distance of 52.00 feet; thence N82°58'48"W, a distance of 200.61 feet; thence Southeastwesterly on a curve to the left with a radius of 375.15 feet, a distance of 49.25 feet, said curve having a long chord which bears S30°13'01"W, a distance of 49.22 feet; thence N66°08'36"W, a distance of 48.30 feet to a point on the West line of said SE 1/4 of Section 4; thence N00°15'16"E along said West line of the SE 1/4 of Section 4, a distance of 822.44 feet to the point of beginning.

Said tract of land contains an area of 33.512 acres, more or less.

*Robert Clark*  
Robert Clark, LS-419

3-1-02  
Date



E&A CONSULTING GROUP, INC.  
ENGINEERS • PLANNERS • SURVEYORS

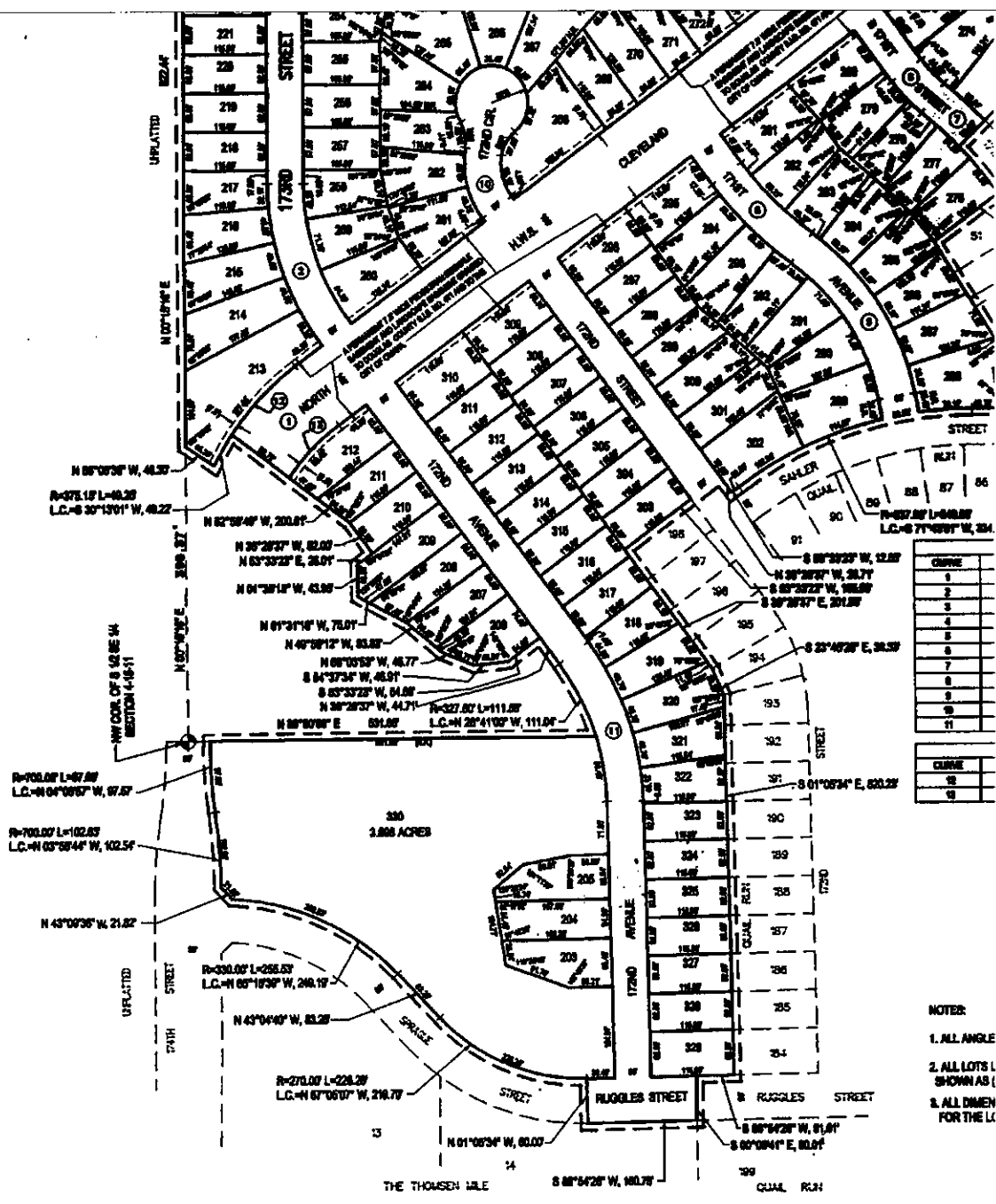


700 SOUTH 25TH STREET, SUITE 100  
LINCOLN, NE 68504-5011  
PHONE: (402) 433-7277  
FAX: (402) 433-7278

STATE OF NEBRASKA  
COUNTY OF DOUGLAS  
PLAT NO. 150-200-000  
FILED 1992 APR 30 AM

QUAIL RUN  
OMAHA, NEBRASKA

FINAL PLAT



CURVE	
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NOTES:

1. ALL ANGLE
2. ALL LOTS L
3. ALL DIMEN

FOR THE L

REVIEW OF DOUGLAS COUNTY SURVEY

This plat of the Quail Run lots (lots numbered as shown) was reviewed by the office of the Douglas County Engineer on this 7th day of July, 2002.

DOUGLAS COUNTY ENGINEER

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of QUAIL RUN (lots r Design Standards this 7th day of July, 2002.

CITY ENGINEER

APPROVAL OF OMAHA CITY PLANNING BOARD

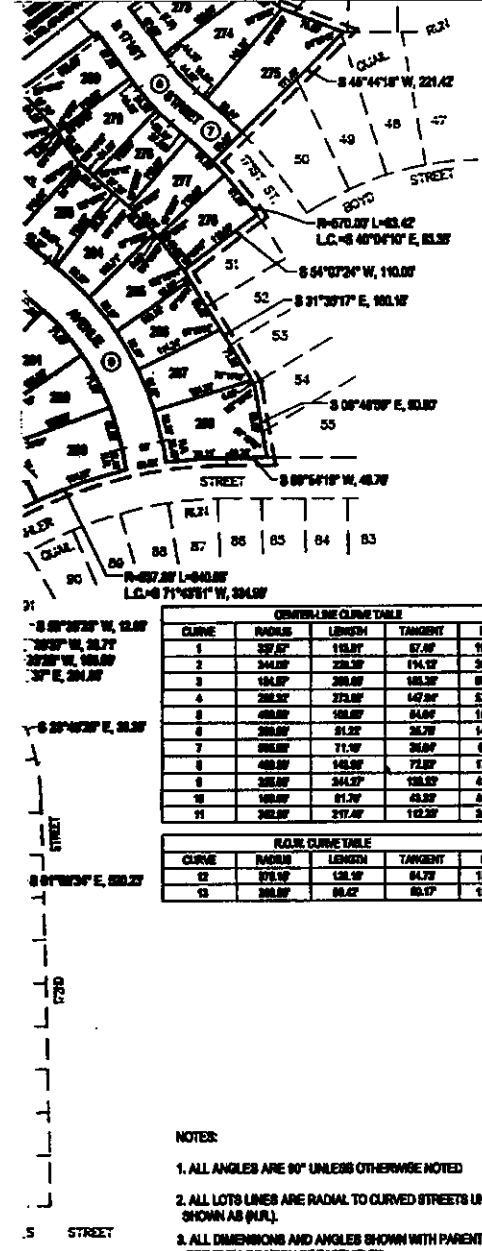
This plat of QUAIL RUN (lots numbered as shown) was approved by the City Planning Board on this 7th day of July, 2002.

JOHN L. HOICH

CHAIR OF CITY PLANNING BOARD

I hereby certify that adequate provisions have b 53 of the Omaha Municipal Code.

CITY ENGINEER



NOTES:  
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED  
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (NUL).  
3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

OF CITY ENGINEER OF OMAHA  
I have this plat of QUAIL RUN (lots numbered as shown) as to the facts this 7 day of Jan 2003  
*[Signature]*  
CER  
y that adequate provisions have been made for compliance with Chapter 21 of the Municipal Code.  
*[Signature]* 6/13/13  
Date

for height and to repair and erect as follows: QUAIL RUN, LOTS 50-55, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DEDICATION  
Know all men by these presents that we, Celebrity Homes, Inc., owner of the property do in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivisions hereafter known as QUAIL RUN (lots numbered as shown), and we do hereby sell and approve of the disposition of our property as shown on the plat, and we do hereby dedicate the public for public use the streets, avenues and circles, and we do hereby grant easement shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, Owest and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and extend thereon wires or cables for the carrying and transmission of electric current for light and power and for the transmission of signals and sounds of all kinds including signals by a cable television system, and the reception on, over, through, under and across a five (5) wide strip of land abutting all front and side boundary lot lines; an eight-foot (8) wide land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16) wide strip abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined those lots forming the outer perimeter of the above-described addition. Said sixteen-foot wide easement will be reduced to an eight-foot (8) wide strip when the adjacent land is surveyed, platted and recorded and we do further grant a perpetual easement to Midrop Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5) wide strip of abutting all out-of-lot streets. No permanent buildings or retaining walls shall be placed said easement ways, 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.  
In witness whereof, we do set our hands.  
CELEBRITY HOMES, Inc.  
*[Signature]*  
BY: GALE L. LARSEN, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY  
STATE OF NEBRASKA  
COUNTY OF DOUGLAS  
On this 5<sup>TH</sup> day of AUG., 2002, before me, the undersigned, a Notary Public in and for said County, personally came Gale L. Larsen, President of Celebrity Homes, Inc., who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said Inc.  
WITNESS my hand and Notarial Seal the day and year last above written.  
*[Signature]*  
Notary Public  
My commission expires 4-30-03

OMAHA CITY COUNCIL ACCEPTANCE  
This plat of QUAIL RUN (lots numbered as shown) was approved by the City Council of Omaha on this 11<sup>th</sup> day of Feb 2002.  
*[Signature]*  
MAYOR  
ATTEST  
CITY CLERK  
*[Signature]*  
ACTING PRESIDENT OF COUNCIL  
*[Signature]*



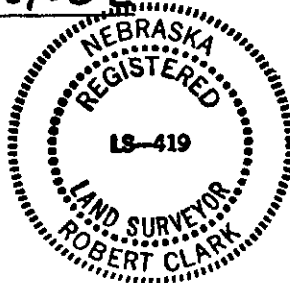
I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Quail Run (the lots numbered as shown) being a replat of part of Lot 11, The Thomsen Mills, a subdivision located in the SE 1/4 of Section 4; and also being a replat of all of Lot 12, said The Thomsen Mills, and also being a replat of the included street right-of-way of Sprague Street; and also being a replat of part of said SE 1/4 of Section 4; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SE 1/4 of Section 4; thence N89°52'06"E (assumed bearing) along the North line of said SE 1/4 of Section 4, a distance of 1283.27 feet to the Northwest corner of Lot 202, Quail Run (Lots 1 thru 202, inclusive), a subdivision located in said SE 1/4 of Section 4; thence along the West line of said Quail Run, (Lots 1 thru 202, inclusive), on the following described courses; thence S38°00'01"W, a distance of 244.58 feet; thence Southwesterly on a curve to the right with a radius of 450.00 feet, a distance of 108.78 feet, said curve having a long chord which bears S44°55'31"W, a distance of 108.51 feet; thence S50°13'25"E, a distance of 114.73 feet; thence S88°15'55"E, a distance of 79.58 feet; thence S45°44'18"W, a distance of 221.42 feet; thence Southwesterly on a curve to the right with a radius of 570.00 feet, a distance of 83.42 feet, said curve having a long chord which bears S40°04'10"E, a distance of 83.35 feet; thence S54°07'24"W, a distance of 110.00 feet; thence S31°35'17"E, a distance of 180.15 feet; thence S08°45'50"E, a distance of 80.00 feet; thence S88°54'19"W, a distance of 48.76 feet; thence Southwesterly on a curve to the left with a radius of 537.00 feet, a distance of 340.88 feet, said curve having a long chord which bears S71°43'51"W, a distance of 334.98 feet; thence S63°33'23"W, a distance of 12.65 feet; thence N38°28'37"W, a distance of 28.71 feet; thence S63°33'23"W, a distance of 165.00 feet; thence S38°28'37"E, a distance of 201.88 feet; thence S23°45'28"E, a distance of 38.33 feet; thence S01°05'34"E, a distance of 520.23 feet; thence S88°54'28"W, a distance of 51.61 feet; thence S00°05'41"E, a distance of 80.01 feet to a point on the South right-of-way line of said Sprague Street and Ruggles Street, said point also being the Northwest corner of Lot 198, said Quail Run, (Lots 1 thru 202, inclusive), said point also being the Northeast corner of Lot 14, said The Thomsen Mills; thence S88°54'28"W along said South right-of-way line of Sprague Street, said line also being the North line of said Lot 14, The Thomsen Mills, a distance of 150.75 feet; thence N01°05'34"W, a distance of 80.00 feet to a point on the Northern right-of-way line of said Sprague Street, said point also being on the Southern line of said Lot 11, The Thomsen Mills; thence along said Northern right-of-way line of Sprague Street, said line also being said Southern line of Lot 11, The Thomsen Mills and the Southern line of said Lot 12, The Thomsen Mills, on the following described courses; thence Northwesterly on a curve to the right with a radius of 270.00 feet, a distance of 225.28 feet, said curve having a long chord which bears N67°05'07"W, a distance of 218.70 feet; thence N43°04'40"W, a distance of 83.25 feet; thence Northwesterly on a curve to the left with a radius of 330.00 feet, a distance of 255.53 feet, said curve having a long chord which bears N65°15'30"W, a distance of 248.19 feet to the Southwest corner of said Lot 12, The Thomsen Mills, said point also being the point of intersection of said Northern right-of-way line of Sprague Street and the Eastern right-of-way line of 174th Street; thence along said Eastern right-of-way line of 174th Street, said line also being the Western line of said Lot 12, The Thomsen Mills, on the following described courses; thence N43°05'36"W, a distance of 21.52 feet; thence Northernly on a curve to the left with a radius of 700.00 feet, a distance of 102.83 feet, said curve having a long chord which bears N03°38'44"W, a distance of 102.54 feet; thence Northernly on a curve to the right with a radius of 700.00 feet, a distance of 87.85 feet, said curve having a long chord which bears N04°08'57"W, a distance of 87.57 feet to the Northwest corner of said Lot 12, The Thomsen Mills, said point also being the point of intersection of said Eastern right-of-way line of 174th Street and the North right-of-way line of said 174th Street, said point also being on the North line of the South 1/2 of said SE 1/4 of Section 4; thence N88°50'50"E along the North line of said Lots 11 and 12, The Thomsen Mills, said line also being said North line of the South 1/2 of the SE 1/4 of Section 4, a distance of 531.88 feet; thence Northwesterly on a curve to the left with a radius of 327.50 feet, a distance of 111.58 feet, said curve having a long chord which bears N26°41'00"W, a distance of 111.04 feet; thence N36°28'37"W, a distance of 44.71 feet; thence S63°33'23"W, a distance of 54.88 feet; thence S84°37'34"W, a distance of 46.91 feet; thence N88°03'53"W, a distance of 46.77 feet; thence N49°58'12"W, a distance of 63.83 feet; thence N61°31'18"W, a distance of 75.01 feet; thence N01°38'18"W, a distance of 43.95 feet; thence N53°33'23"E, a distance of 28.01 feet; thence N36°28'37"W, a distance of 82.00 feet; thence N52°58'49"W, a distance of 200.61 feet; thence Southwesterly on a curve to the left with a radius of 375.15 feet, a distance of 49.25 feet, said curve having a long chord which bears S30°13'01"W, a distance of 48.22 feet; thence N58°08'36"W, a distance of 48.30 feet to a point on the West line of said SE 1/4 of Section 4; thence N00°15'16"E along said West line of the SE 1/4 of Section 4, a distance of 522.44 feet to the point of beginning.

Said tract of land contains an area of 33.512 acres, more or less.

*Robert Clark*  
Robert Clark, LS-419

3-1-03  
Date



COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no record of any tax or delinquent against the property described in the Surveyor's Certificate and entered in this plat as shown by the records of this office.

*Carol J. Fisher*  
COUNTY TREASURER

2nd-Viceary Public  
JERRY H. HUNT  
2nd of Nebraska  
Ass April 30, 2003



QUAIL RUN  
OMAHA, NEBRASKA

FINAL PLAT

Project No.	20020408-02
Date	3-01-03
Designed By	MLW
Drawn By	TWJ
Checked By (Eng)	
Checked By (Supt)	
Checked By (City Mgr)	
Scale	1" = 100'
Sheet	1 of 1



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Register of Deeds, Douglas County, NE

4/6/2004 1:28:30 PM



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**PROTECTIVE COVENANTS**

The undersigned, <sup>127</sup>CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Declarant"), being the owner of Lots 203 through 329, inclusive, and <sup>26</sup>Lots 331 through 356, inclusive all in QUAIL RUN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby <sup>127</sup>create, adopt, declare and establish the following restrictions upon the above described properties.

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 an 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. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, 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. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. 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.

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482

31121 ✓



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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 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. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

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

14. 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 disapproval 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.

15. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Quail Run, which include but are not limited to the following:

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a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Quail Run, or replat thereof or in a separate easement document, including but not limited to the following: a permanent eight-six (86') foot wide gas pipeline easement granted to Northern Natural Gas Company affecting portions of Lots 223-227, inclusive, in Quail Run; an existing Nebraska Power Company easement affecting portions of Lots 224-238, inclusive, and Lots 241-242, in Quail Run as more particularly described in the easement document filed of record at Miscellaneous Book 83 Page 299 and reflected in the plat; a permanent 7.5' wide pedestrian sidewalk easement and landscape easement granted to Douglas County, Nebraska SID No. 471 and the City of Omaha affecting portions of Lots 212-213, 240-243, inclusive, 260-261, 268-273, inclusive, 280-281, 295-296, and 309-310, all in Quail Run, as more particularly described in the plat; and a permanent twenty (20') foot wide storm sewer easement has been granted to Douglas County, Nebraska, SID No. 471, and the City of Omaha affecting portions of Lots 223-224, in Quail Run as more particularly described in the plat.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

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.

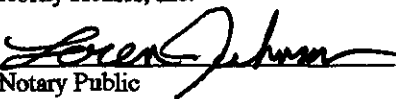
Dated this 1st day of April 2004  
2003.

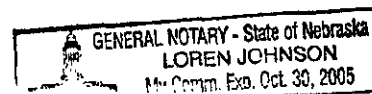
CELEBRITY HOMES INC., Declarant,

By Gale L. Larsen  
GALE L. LARSEN, President

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF DOUGLAS     )

5  
On this 1st day of April <sup>2004</sup>~~2003~~, the foregoing instrument was acknowledged before me  
by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

  
Notary Public





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AUG 02 2004 14:57 P 5

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
8/2/2004 14:57:09.02  
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### AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Celebrity Homes, Inc., a Nebraska corporation ("Declarant").

#### RECITALS

A. On or about April 6, 2004, a document entitled Protective Covenants (hereinafter the "Declaration") for Lots Two Hundred Three (203) through Three Hundred Twenty-nine (329), inclusive, all in QUAIL RUN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Document Number 2004043220 of the Miscellaneous Records.

B. Paragraph 20 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of 10 years following April 1, 2004.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about April 6, 2004 as Document Number 2004043220 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom the Protective Covenants in their entirety and adding in their place and stead the following:

#### PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Declarant"), being the owner of Lots 203 through 329, inclusive, and Lots 331 through 356, inclusive all in QUAIL RUN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

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 an 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. *307-309 now known as Lots 1-3 Quail Run* *Revised* *SD*

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

3. Prohibited Structures. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

**FULLENKAMP, DOYLE & JOBEUN**  
**11440 WEST CENTER ROAD**  
**OMAHA, NEBRASKA 68144-4482**

AJH

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DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV 1A

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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. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. 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 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. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

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

14. 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 disapproval 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.

15. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Quail Run, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Quail Run, or replat thereof or in a separate easement document, including but not limited to the following: a permanent eight-six (86') foot wide gas pipeline easement granted to Northern Natural Gas Company affecting portions of Lots 223-227, inclusive, in Quail Run; an existing Nebraska Power Company easement affecting portions of Lots 224-238, inclusive, and Lots 241-242, in Quail Run as more particularly described in the easement document filed of record at Miscellaneous Book 83 Page 299 and reflected in the plat; a permanent 7.5' wide pedestrian sidewalk easement and landscape easement granted to Douglas County, Nebraska SID No. 471 and the City of Omaha affecting portions of Lots 212-213, 240-243, inclusive, 260-261, 268-273, inclusive, 280-281, 295-296, and 309-310, all in Quail Run, as more particularly described in the plat; and a permanent twenty (20') foot wide storm sewer

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easement has been granted to Douglas County, Nebraska, SID No. 471, and the City of Omaha affecting portions of Lots 223-224, in Quail Run as more particularly described in the plat.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage



foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

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 28 day of July 2004.

CELEBRITY HOMES INC., Declarant,

By Gale L. Larsen  
GALE L. LARSEN, President

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

On this 28 day of July 2004, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Loren Johnson  
Notary Public



BK 1417 PG 719-722



MISC 2002 00549

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

02 JAN 10 AM 11:43

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**PROTECTIVE COVENANTS**

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Declarant"), being the owner of Lots 1 through 198, inclusive, all in QUAIL RUN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

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 an 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. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, 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. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. 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.

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198FEE 119.00 TO OC-31615  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP CM  
DEL \_\_\_\_\_ SCAN CR FV \_\_\_\_\_

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 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. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

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

14. 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 disapproval 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.

15. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Quail Run, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Quail Run, or replat thereof or in a separate easement document, including but not limited to the following: a permanent 100 year flood easement granted to Douglas County SID 471 and to the City of Omaha affecting portions of Lots 1 - 3, inclusive, 111, 133 - 137, inclusive, all in Quail Run .

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

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 9 day of January 2002.

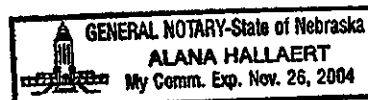
CELEBRITY HOMES INC., Declarant,

By *Gale L. Larsen*  
GALE L. LARSEN, President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS )

) ss.

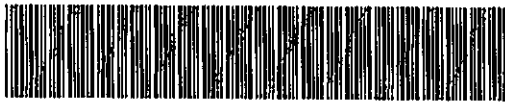


On this 9th day of January 2002, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

*Alana Hallaert*  
Notary Public



BK 1473 PG 683-686



MISC 2002 27952

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 NOV 13 PM 2:12

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*Misc 4*  
*210*  
FFC 125.00 FB 01-6000  
BMP 4-15-11 CO        COMP         
DEI        SCAN CK FV       

CORRECTED  
SUPPLEMENTAL  
SANITARY AND IMPROVEMENT DISTRICT STATEMENT  
DOUGLAS COUNTY, NEBRASKA

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Jim Emmons being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 471 of Douglas County, Nebraska and makes the following statement regarding same:

1. District Number: 471
2. Outer Boundaries: See Exhibit "A" attached hereto and by this reference made a part hereof.
3. The purpose of this District shall be acquiring, installing, repairing, maintaining, renewing, operating and replacing electrical service lines and conduits, a sewer system, a water system, a system of sidewalks, public roads, streets and highways, a civil defense warning system, to contract for water for fire protection and for resale to the residents of the District, and to contract for gas and electricity, for street lighting for the public streets and highways within the District and to acquire, improve and operate public parks, playgrounds and recreational facilities. The District shall have all of the powers and authorities as are permitted by law, to achieve the purposes hereinabove set forth, including, but not in limitation of the foregoing, the power and authority to contract with corporations, utility companies, or municipalities for water for fire protection and for resale to the residents of the District, and for electricity and gas, for street lighting of the public streets and highways within the District and for the disposal of sewage in the use of existing sewer improvement facilities and for the operation and maintenance of electrical service lines and conduits.
4. The District has the power to levy an unlimited property tax to pay its debts and its expenses of operation and maintenance.

*Return to:*  
FULENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
*Karen*

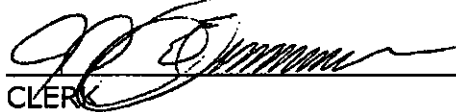
*✓ 28944*

5. The District is required by statute to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by it.

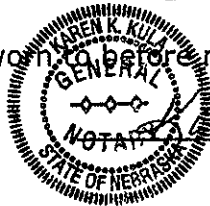
6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, levy, and indebtedness of the District.

7. The actual current levy of the District may be obtained from the County Clerk.

8. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

  
CLERK

SUBSCRIBED and sworn to before me this 1st day of November, 2002



  
Notary Public

MY COMMISSION EXPIRES:  
JULY 26, 2005

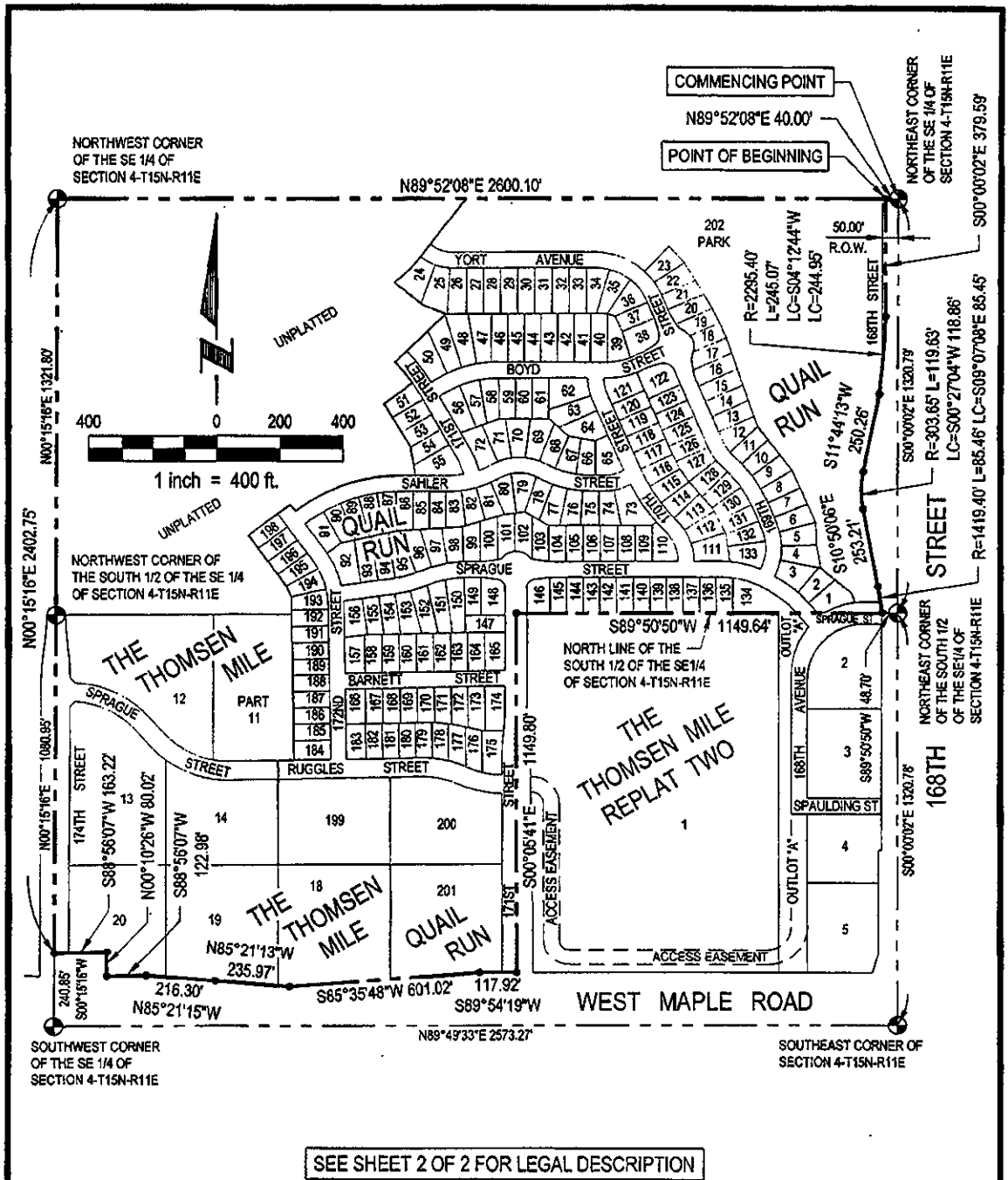


Exhibit "A"



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 Q STREET, OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: J.A.F. Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_ Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_  
Job No.: 2000166.01 Date: 11/05/2002 Sheet No.: 1 of 2

**DISTRICT BOUNDARY**  
**DOUGLAS COUNTY**  
**S. & I. D. NO. 471**

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OC-38391  
OC-31615  
4-15-11

**LEGAL DESCRIPTION**  
**DISTRICT BOUNDARY DOUGLAS COUNTY S. & I. D. NO. 471**

Part of Lot 11, The Thomsen Mile, a subdivision located in the South 1/2 of the SE 1/4 of Section 4; and also together with all of Lots 12, 13, 14, 18, 19 and 20, said The Thomsen Mile; and also together with all of Lots 1 thru 202, inclusive, Quail Run, a subdivision located in said SE 1/4 of Section 4; and also together with part of the North 1/2 of said SE 1/4 of Section 4; and also together with the included Street rights-of-way of 168th Street, 169th Street, 170th Street, 171st Street, 172nd Street, 174th Street, Ruggles Street, Barnett Street, Sprague Street, Sahler Street, Boyd Street, and Yort Street; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE 1/4 of Section 4; thence S 89°52'08" W (assumed bearing) along the North line of said SE 1/4 of Section 4, a distance of 40.00 feet to the point of beginning; thence S 00°00'02" E, a distance of 379.59 feet; thence Southwesterly on a curve to the right with a radius of 2295.40 feet, a distance of 245.07 feet, said curve having a long chord which bears S 04°12'44" W, a distance of 244.95 feet to a point on the Westerly right-of-way line of 168th Street, said line also being the Easterly line of said Lot 202, Quail Run; thence Southerly along said Westerly right-of-way line of 168th Street and the Southerly extension thereof, said line also being said Easterly line of Lot 202, Quail Run and the Southerly extension thereof on the following described courses; thence S 11°44'13" W, a distance of 250.26 feet; thence Southeasterly on a curve to the left with a radius of 303.65 feet, a distance of 119.63 feet, said curve having a long chord which bears S 00°27'04" W, a distance of 118.86 feet; thence S 10°50'06" E, a distance of 253.21 feet; thence Southeasterly on a curve to the right with a radius of 1419.40 feet, a distance of 85.46 feet, said curve having a long chord which bears S 09°07'08" E, a distance of 85.45 feet to a point on the North line of said South 1/2 of the SE 1/4 of Section 4; thence S 89°50'50" W along said North line of the South 1/2 of the SE 1/4 of Section 4, said line also being the South line of said Lot 134, Quail Run and the Easterly extension thereof and also the South line of said Lots 135 thru 145, inclusive, said Quail Run and also the South line of said Lot 146, Quail Run and the Westerly extension thereof, said line also being the North line of Outlot "A", The Thomsen Mile Replat Two, a subdivision located in said South 1/2 of the SE 1/4 of Section 4 and the Easterly extension thereof and also the North line of Lot 1, said The Thomsen Mile Replat Two and the Westerly extension thereof, a distance of 1149.64 feet to a point on the centerline of said 171st Street right-of-way; thence S 00°05'41" E along said centerline of the 171st Street right-of-way, a distance of 1149.80 feet to a point on the Easterly extension of the Northerly right-of-way line of West Maple Road, said line also being the Easterly extension of the Southerly line of said Lot 201, Quail Run; thence S 89°54'19" W along said Northerly right-of-way line of West Maple Road and the Easterly extension thereof, said line also being said Southerly line of Lot 201, Quail Run and the Easterly extension thereof, a distance of 117.92 feet; thence Westerly along said Northerly right-of-way line of West Maple Road and the Westerly extension thereof, said line also being said Southerly line of Lot 201, Quail Run and also the Southerly line of said Lots 18 and 19, The Thomsen Mile and also the Southerly line of said Lot 20, The Thomsen Mile and the Westerly extension thereof on the following described courses; thence S 85°35'48" W, a distance of 601.02 feet; thence N 85°21'13" W, a distance of 235.97 feet; thence N 85°21'15" W, a distance of 216.30 feet; thence S 88°56'07" W, a distance of 122.98 feet; thence N 00°10'26" W, a distance of 80.02 feet; thence S 88°56'07" W, a distance of 163.22 feet to a point on the West line of said SE 1/4 of Section 4; thence N 00°15'16" E along said West line of the SE 1/4 of Section 4, a distance of 2402.75 feet to the Northwest corner of said SE 1/4 of Section 4; thence N 89°52'08" E along said North line of the SE 1/4 of Section 4, a distance of 2600.10 feet to the point of beginning.

Said tract of land contains an area of 5,088,370 square feet or 116.813 acres, more or less.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12091 Q STREET, OMAHA, NE 68137 PHONE: (402) 886-4700

Drawn by: J.A.F. Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_ Chkd by: \_\_\_\_\_ Date: \_\_\_\_\_  
Job No.: 2000166.01 Date: 11/05/2002 Sheet No.: 2 of 2

**DISTRICT BOUNDARY**  
**DOUGLAS COUNTY**  
**S. & I. D. NO. 471**

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Plat and Dedication

Filed 8-1-03, in Book 2003 at Page 145358, Instrument No. \_\_\_\_\_

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

~~U.S. West Communications~~ Qwest

Northwestern Bell Telephone Company

☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance

on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;

an 8 foot wide strip of land abutting the rear boundary line of all interior lots;

and a 116 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

☒ Protective Covenants

or

☒ Omaha Public Power District,

☒ U.S. West Communications

Northwestern Bell Telephone Company

☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance

on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;

an 8 foot wide strip of land abutting the rear boundary line of all interior lots;

and a 116 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Architectural Control

And a

\*\*\*\*\*

Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 2004-043220

Dated \_\_\_\_\_ Filed 8-2-04, Book 2004 at Page 01801, Instrument No. \_\_\_\_\_

Quail Run

Lot 331 thru 356

include

Being a replat

lot 330 +

part SE 1/4

4-15-11

Plat and Dedication

Filed 7-23-04, in Book 2004 at Page 098000, Instrument No. \_\_\_\_\_

- ☒ Grants a perpetual easement in favor of  
☒ Omaha Public Power District,  
☒ Q West Communications  
Northwestern Bell Telephone Company  
☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

☒ Protective Covenants  
or

Filed 4-6-04, in Book 04 at Page 043220, Instrument No. \_\_\_\_\_

- ☒ Omaha Public Power District,  
☒ U.S. West Communications  
Northwestern Bell Telephone Company  
☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

architectural Control

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 2004-04 3220  
Dated \_\_\_\_\_ Filed 8-2-04, Book 2004 at Page 101801, Instrument No. \_\_\_\_\_

Quail Run

Lot 331 thru 356

include

Being a replat

lot 330 +

part SE 1/4

4-15-11

Plat and Dedication

Filed 7-23-04, in Book 2004 1 Page 098000, Instrument No. \_\_\_\_\_

- ☒ Grants a perpetual easement in favor of  
☒ Omaha Public Power District,  
☒ G-West Communications  
Northwestern Bell Telephone Company  
☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
\_\_\_\_\_ or

a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? (Yes) or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info,

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

☒ Protective Covenants  
or

Filed 4-6-04, in Book 04 at Page 043220, Instrument No. \_\_\_\_\_

- ☒ Omaha Public Power District,  
☒ U.S. West Communications  
Northwestern Bell Telephone Company  
☒ and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
\_\_\_\_\_ or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? (Yes) or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

architectural Control

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 2004-04 3220  
Dated \_\_\_\_\_ Filed 8-2-04, Book 2004 at Page 101801, Instrument No. \_\_\_\_\_

Quail Run lot 1 thru 202

**Plat and Dedication**

Filed 9-27-01 in Book 2192 at Page 245, Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable  
and any cable company granted a cable television franchise system, and/or

for utility, installation and maintenance, on over through under and across or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots.

And a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of omaha for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
Abutting all cul-de-sac streets.

Any additional info,

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**Declaration of Covenants, Conditions, Restrictions and Easements,**  
Restrictive Covenants, Protective Covenants or:

Filed 1-10-02, in Book 1417 at Page 719, Instrument No. \_\_\_\_\_

Omaha Public Power District, Qwest Communications, Cox Cable U.S. West Comm  
and any cable company granted a cable television franchise system: And / or

for utility, installation and maintenance on, over, through, under and across: or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary lone of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of omaha for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following ?? Homeowners Association Yes or No. (Circle One)

Does it include the Following ?? Possible Telephone Connection Charge Yes or No. (Circle One)

Any additional info.

Architectural Control

also Perm 100 yr flood ease granted to SID 471 and City of Omaha  
affecting portion of lots 1-3. Inclusive 111, 133-137 inclusive all in Quail  
Creek

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

1473/  
683

SID# 471 filed 11-13-02 Copy

Quail Run lot 1 thru 202

**Plat and Dedication**

Filed 9-27-01 in Book 2192 at Page 245, Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable  
and any cable company granted a cable television franchise system, and/or

for utility, installation and maintenance, on over through under and across or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots.  
And a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of omaha for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
Abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*  
**Declaration of Covenants, Conditions, Restrictions and Easements,**  
Restrictive Covenants, Protective Covenants or:

Filed 1-10-02, in Book 1417 at Page 719, Instrument No. \_\_\_\_\_

Omaha Public Power District, Qwest Communications, Cox Cable U.S. West Comm  
and any cable company granted a cable television franchise system: And / or

for utility, installation and maintenance on, over, through, under and across: or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary lone of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of omaha for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following ?? Homeowners Association Yes or No. (Circle One)

Does it include the Following ?? Possible Telephone Connection Charge Yes or No. (Circle One)

Any additional info.

Architectural Control  
also Perm 100 yr flood ease granted to SID 471 and City of Omaha  
affecting portion of lots 1-3 INCLUSIVE 111, 133-137 INCLUSIVE all In Quail  
\*\*\*\*\* Creek.

**Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or** \_\_\_\_\_ **Amendment to** \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

1473/  
683

SID# 471 filed 11-13-02 Copy