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MISC 2002 03476

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For LOTS 1 THROUGH 63, INCLUSIVE, AND OUTLOT 1,
VILLAS OF SADDLEBROOK,
Being a Replatting of Lots 1 Through 14, Inclusive, And
Lots 17 Through 36, Inclusive, And Lots 39 Through 57,
Inclusive, And Lots 60 Through 71, Inclusive, Together
With Outlot 1, All in SADDLEBROOK,
a Subdivision as Surveyed, Platted And Recorded
in Douglas County, Nebraska

TOGETHER WITH

LOTS 15, 16, 37, 38, 58, 59 AND 72, AND OUTLOTS 2 THROUGH 4, INCLUSIVE,
SADDLEBROOK, A Subdivison as Surveyed, Platted And
Recorded in Douglas County, Nebraska

THIS DECLARATION is made on the date hereinafter set forth by SADDLEBROOK
PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant",
and those other signatories hereto who join in this Declaration and all of the actions taken by the
Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the
"Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 1 through 63, inclusive, and Outlot 1, Villas of Saddlebrook, being a replatting
of Lots 1 through 14, inclusive, and Lots 17 through 36, inclusive, and Lots 39
through 57, inclusive, and Lots 60 through 71, inclusive, together with Outlot 1, all

in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

TOGETHER WITH

Lots 15, 16, 37, 38, 58, 59 and 72, and Outlots 2 through 4, inclusive, Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

and

WHEREAS, the Declarant is desirous of subjecting all of the real property described in and governed by this Declaration (the "Properties") to the easements, restrictions, covenants and conditions for use set forth in the herein for the purpose of protecting the value and desirability of the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless, by written agreement of two-thirds (2/3) majority of the then owners of the Lots, it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Villas of Saddlebrook Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; and the Outlots and common entrances for Saddlebrook.

Section 5. "Declarant" shall mean and refer to Saddlebrook Properties, LLC, a Nebraska limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlot 1, Villas of Saddlebrook, and Outlots 2 through 4, inclusive, Saddlebrook, which shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, as an easement for utilities and paved streets and as green areas, paths and sidewalks for ingress, egress and other normal or related activities.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clauses, and such additions thereto as may hereafter be made subject to these Declarations.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2. The Association shall have two classes of voting membership consisting of the following:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Notwithstanding other provisions in this Declaration, the Declarant shall not be required to pay any annual or special assessments or charges assessed against Lots owned by it since the Declarant plans to provide its own maintenance and services for Lots owned by it. The Owners of all other Lots will pay the assessments against their respective Lots. Until the Class B membership ceases, the Declarant has the right to provide any services, materials or other benefits described in Section 2 and charge the cost thereof to the Association with respect to Lots not owned by the Declarant.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Obligations of Association. The Association will assume the obligation to maintain the signage for the common entryway to Saddlebrook (Outlot 11, Saddlebrook, and that part of right-of-way facing Outlot 11), in generally good and neat condition, jointly with Saddlebrook Homeowners Association. The Association's share of said entryway monument maintenance expenses will be determined and divided between The Association and Saddlebrook Homeowners Association pro rata on the basis of the number of residential lots in the two Homeowners Associations. The Association will install the street lights in the private way and public streets. In addition, the Association will maintain the paving and sidewalks in the Outlot and the street lights and decorative pavement crosswalks in the public streets and private ways, in good and satisfactory condition and will make all necessary repairs and replacements as needed. Electrical bills for the private way and public street lighting will be paid by the Association. The Association will also arrange for removal of snow from the private streets on the Outlots. The obligations stated in this paragraph are not intended to limit the powers and rights of the Association with respect to the performance of any other functions which may be suitable or desirable hereunder.

Section 4. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Sections 2 and 3 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the procedure for budgets, annual assessments and special assessments as described herein may be

waived in the discretion of the Declarant, and, in that event, the Declarant shall determine the amount of any assessments to be levied against the Lots and shall make all decisions regarding the operation and maintenance of the common entrance and the Outlots.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within thirty (30) days after the due date shall also bear interest from the due date at the annual rate of three percent (3%) above the national prime rate of interest as stated in the Wall Street Journal (or, in the absence thereof, such other publication which regularly reports the same) on the due date or as soon thereafter as available. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which

become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; satellite receiving dish (which in any case shall be limited to 18 inches or less in diameter); or other external improvement, above or below the surface of the ground (herein all referred to as "Improvement") shall be constructed, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

Section 5. After January 1, 2006, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office, a sales office, or its model homes.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. A particular type of fence may be specified as standard for the Properties by Declarant, and all Lots shall comply with this standard, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article IV) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a

temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any of the Properties.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All

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telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height. All homes constructed on said Lots must have at least two-car garages. All homes must have a minimum building setback from the closest part of the building to front lot line of at least twenty-five (25) feet. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Tree Maintenance. The Association is granted an easement over a fifteen (15) foot strip of property along that portion of each lot which adjoins either public streets or the Outlots for the purpose of maintaining, moving, replacing, removing, trimming, servicing, feeding and otherwise dealing with any trees which have been planted within the described easement area. Any trees within such area will be the property of the owner of the subject lot, but the Association will have the continuing and absolute right to work and deal with said trees as described above. No owner or designee of any owner shall take any action with respect to any of the trees in the described easement area without the prior written consent of the Association. The Association will use its best effort not to unduly interfere with any Lot in the exercise of its rights under this easement and will return any damaged or disturbed area to the same condition as existed before the subject activity.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional phases of Saddlebrook subdivision will become subject to this Declaration as they are platted and recorded. Declarant may file a statement with the Register of Deeds of Douglas County confirming that the additional phases are subject to this Declaration, and no further action need be taken to accomplish such purpose. Additional real property and Common Facilities beyond Saddlebrook may be annexed to the Properties with the consent of two-thirds (2/3) of the Owners.

Section 4. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any amendment must be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

Section 7. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication

is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 7 day of February, 2002.

DECLARANT:

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

BANK

THE FIRST NATIONAL BANK OF
OMAHA, N.A.

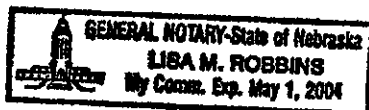
Attest:

[Signature]
Secretary

By: [Signature]
Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of February, 2002, by JOHN C. CZERWINSKI, JR., Manager of SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, on behalf of the company.



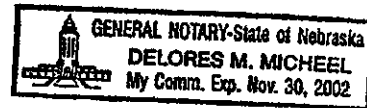
[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of February, 2002, by Robert J. Horak, Vice President of The First National Bank of Omaha, N.A., on behalf of the corporation.

[Signature]
Notary Public

54719.1





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James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/31/2005 14:38:11.73
2005136958

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAS OF SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for the Villas of Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on February 13, 2002, in Misc. Book 1423 at Pages 635 through 646, inclusive, and which governs Lots 1 through 63, inclusive, and Outlot 1 in the Villas of Saddlebrook, a cluster subdivision being a replat of Lots 1 through 14, inclusive, and Lots 17 through 36, inclusive, and Lots 39 through 57, inclusive, and Lots 60 through 71 inclusive and Outlot 1 in the Villas of Saddlebrook and Lots 15, 16, 37, 38, 58, 59 and 72 and Outlots 2 through 4, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 6 of the Declaration, Declarant has the right and hereby amends the Declaration; and

NOW THEREFORE, Declarant desires to amend the Declaration and hereby removes the following Lots hereinafter referred to as the "Properties" from the Declaration:

Lots 15, 16, 37, 38, 58, 59 and 72 and Outlots 2 through 4, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

The Properties shall be replatted as part of Lots 383-427, inclusive, and Outlot 16 in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska. The Properties, as

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replatted, will be larger in size and shall be governed by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Saddlebrook subdivision. The Properties will remain restricted to single family residential purposes, except that the Outlot will be used for common areas.

NOW THEREFORE, Declarant hereby declares that all of the Properties now being removed from the Declaration shall be released from all rights and obligations set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By: _____

John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Saddlebrook Villas (00261286)

Lisa M. Robbins
Notary Public

m



MISC 2005136959



OCT 31 2005 14:40 P 4

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/31/2005 14:40:11.61

2005136959

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on December 24, 2003, in Instrument 2003246714 and which governs Lots 232 through 382, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

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Lots 383 through 427, inclusive, and Outlot 16, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlot:

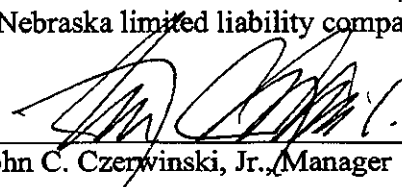
Outlot 16: Common facilities for path, sidewalk and/or green area.

In addition, under Section 1 of Article IV of the Architectural Control of the Declaration, Declarant adds mailboxes to the list of external improvements that require express prior written approval of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By:


John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By:


Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

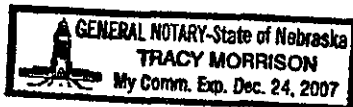
The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



John M. Richards
Notary Public

[illegible]

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HOSAK, VICE PRESIDENT of The First National Bank of Omaha, a national banking association, on behalf of the corporation.



Shirley W. Brown
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Second Amendment To Declaration of Covenants, Conditions and Restrictions for Saddlebrook with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 27th day of JUNE, 2005.

Attest:

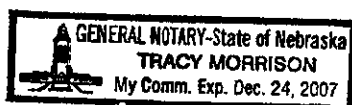
Kim W. Mueggen
Secretary J.P.

FIRST NATIONAL BANK OF OMAHA, N.A.

By: Robert J. Hozak
Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HOZAK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



Tracy Morrison
Notary Public

00260886.WPD

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MISC 2007069869



JUN 20 2007 15:18 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/20/2007 15:18:29.63



2007069869

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SADDLEBROOK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made this 19th day of June, 2007, by First National Bank of Omaha, a national banking association, hereinafter referred to as the "Declarant", to the Declaration of Covenants, Conditions and Restrictions for Lots 73 through 229, Inclusive, and Outlots 5 through 12, Inclusive, Saddlebrook, a Subdivision as Surveyed, Platted, and Recorded in Douglas County, Nebraska dated October 25, 2000, and filed with the Douglas County Register of Deeds on November 9, 2000, as Instrument Number 200015249*, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska dated December 3, 2003, and filed with the Douglas County Register of Deeds on December 24, 2003, as Instrument Number 2003246714, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska dated June 27, 2005, and filed with the Douglas County Register of Deeds on October 31, 2005, as Instrument Number 2005136959 (as amended, the "Declaration").

* as Book 1358, Page 18

PRELIMINARY STATEMENT

WHEREAS, the Declaration governs the following real estate:

Lots 73 through 229 and Outlots 5 through 12, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Lots 232 through 382, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Lots 383 through 427, inclusive, and Outlot 16, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

Misc. 196.00 FB 05-34472.
Q 3 BKP C/O COMP 86
362. DEL SCAN FV
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WHEREAS, the Declarant is the successor declarant under the Declaration pursuant to Assignment dated July 18, 2006, and filed with the Douglas County Register of Deeds on July 24, 2006, as Instrument Number 2006083289; and

WHEREAS, the Declaration provides that the "Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof".

WHEREAS, pursuant to Article VI, Section 3 of the Declaration, the "Declaration may be amended at any time by an instrument signed by Declarant".

WHEREAS, the Declarant wishes to amend certain terms of the Declaration.

NOW, THEREFORE, the Declarant, pursuant to the rights granted to it under the Declaration, hereby amends the Declaration in the following particulars:

1. Extension of Amendment Rights. The third paragraph in the Witnesseth Section shall be deleted in its entirety and the following shall be inserted in lieu thereof:

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period ending January 1, 2012. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or until January 1, 2012, whichever shall first occur.

2. Class B Membership. Article II, Section 2, Class B, (b) shall be deleted in its entirety and the following shall be inserted in lieu thereof:

b. January 1, 2012, or

3. Architectural Control Committee. Article IV, Section 5 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Prior to January 1, 2012, all privileges, rights, powers and authority may be exercised exclusively by the Declarant. After January 1, 2012, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

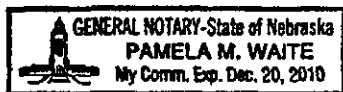
4. Miscellaneous. Except as amended and modified herein the Declaration shall continue in full force and effect in accordance with its terms.

FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: *Robert J. Horak*
Printed Name: Robert J. Horak
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledge before me this 19 day of June, 2007 by Robert J. Horak, Vice President of First National Bank of Omaha, a national banking association, on behalf of the association.



Pamela M. Waite
Notary Public



MISC 2007069869



JUN 20 2007 15:18 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/20/2007 15:18:29.63



2007069869

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SADDLEBROOK,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made this 19th day of June, 2007, by First National Bank of Omaha, a national banking association, hereinafter referred to as the "Declarant", to the Declaration of Covenants, Conditions and Restrictions for Lots 73 through 229, Inclusive, and Outlots 5 through 12, Inclusive, Saddlebrook, a Subdivision as Surveyed, Platted, and Recorded in Douglas County, Nebraska dated October 25, 2000, and filed with the Douglas County Register of Deeds on November 9, 2000, as Instrument Number 200015249*, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska dated December 3, 2003, and filed with the Douglas County Register of Deeds on December 24, 2003, as Instrument Number 2003246714, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska dated June 27, 2005, and filed with the Douglas County Register of Deeds on October 31, 2005, as Instrument Number 2005136959 (as amended, the "Declaration").

* as Book 135B, Page 18

PRELIMINARY STATEMENT

WHEREAS, the Declaration governs the following real estate:

Lots 73 through 229 and Outlots 5 through 12, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Lots 232 through 382, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Lots 383 through 427, inclusive, and Outlot 16, inclusive in Saddlebrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

Misc. 196.00 FB 05-34472.
3 BKP C/O COMP 8x
362. DEL SCAN FV
102740

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WHEREAS, the Declarant is the successor declarant under the Declaration pursuant to Assignment dated July 18, 2006, and filed with the Douglas County Register of Deeds on July 24, 2006, as Instrument Number 2006083289; and

WHEREAS, the Declaration provides that the "Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner is shall determine in it full and absolute discretion for a period of seven (7) years from the date hereof".

WHEREAS, pursuant to Article VI, Section 3 of the Declaration, the "Declaration may be amended at any time by an instrument signed by Declarant".

WHEREAS, the Declarant wishes to amend certain terms of the Declaration.

NOW, THEREFORE, the Declarant, pursuant to the rights granted to it under the Declaration, hereby amends the Declaration in the following particulars:

1. Extension of Amendment Rights. The third paragraph in the Witnesseth Section shall be deleted in its entirety and the following shall be inserted in lieu thereof:

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period ending January 1, 2012. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or until January 1, 2012, whichever shall first occur.

2. Class B Membership. Article II, Section 2, Class B, (b) shall be deleted in its entirety and the following shall be inserted in lieu thereof:

b. January 1, 2012, or

3. Architectural Control Committee. Article IV, Section 5 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Prior to January 1, 2012, all privileges, rights, powers and authority may be exercised exclusively by the Declarant. After January 1, 2012, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

4. Miscellaneous. Except as amended and modified herein the Declaration shall continue in full force and effect in accordance with its terms.

FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: Robert J. Horak
Printed Name: Robert J. Horak
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledge before me this 19 day of June, 2007 by Robert J. Horak, Vice President of First National Bank of Omaha, a national banking association, on behalf of the association.



Pamela M. Waite
Notary Public



BK 1358 PG 018-029



MISC 2000 15249

RICHARD W TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 NOV -9 AM 10:41

RECEIVED

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

138147

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FEE FB
BKP C/O COMP
DEL SCAN FV

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 73 THROUGH 229, INCLUSIVE, AND OUTLOTS 5 THROUGH 12,
INCLUSIVE, SADDLEBROOK, A SUBDIVISION AS SURVEYED,
PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Properties for the purpose of protecting the value and desirability of said property.

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

benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Saddlebrook Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; the Outlots and entrances for the Properties; the Outlots and common entrances for Saddlebrook, the subdivision of which the Properties are a part. It is specifically understood that the Association obligates itself for certain maintenance of the landscaped median located in the right of way at the common entryway to Saddlebrook, along with Villas of Saddlebrook Homeowners Association, as more particularly set forth herein.

Section 5. "Declarant" shall mean and refer to Saddlebrook Properties, LLC, a Nebraska limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlots 6 through 11, inclusive, Saddlebrook, which shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, as streets, green areas, paths and sidewalks for ingress, egress and other normal or related activities. In addition, "Outlot" shall refer to the landscaped median located in the right of way at the common entry to Saddlebrook, insofar as the maintenance of the entrance monument thereon, which maintenance expense shall be shared with

Villas of Saddlebrook Homeowners Association as more particularly set forth herein. The use and purpose of the Outlots to be owned and maintained by the Association, or to be co-maintained by the Association along with Villas of Saddlebrook Homeowners Association, are as follows:

Outlot 6: Common facilities for path, sidewalk and/or green area.

Outlot 7: Common facilities for path, sidewalk and/or green area.

Outlot 8: Common facilities for path, sidewalk and/or green area.

Outlot 9: Common facilities for path, sidewalk and/or green area.

Outlot 10: Common facilities for path, sidewalk and/or green area.

Outlot 11: Common facilities for path, sidewalk and/or green area.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clause, and such additions thereto as may hereafter be made subject to these Declarations.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2. The Association shall have two classes of voting membership consisting of the following:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Obligations of Association. The Association will assume the obligation to maintain the signage for the common entryway to the Properties, in generally good and neat condition, jointly with Villas of Saddlebrook Homeowners Association. The Association's share of said entryway monument maintenance expenses will be determined and divided between the Association and Villas of Saddlebrook Homeowners Association pro rata on the basis of the number of residential lots in the two Homeowners Associations. The Association will maintain the paving and sidewalks in the Outlots in good and satisfactory condition and will make all necessary repairs and replacements as needed. The obligations stated in this paragraph are not

intended to limit the powers and rights of the Association with respect to the performance of any other functions which may be suitable or desirable hereunder.

Section 4. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the procedure for budgets, annual assessments and special assessments as described herein may be waived in the discretion of the Declarant, and, in that event, the Declarant shall determine the amount of any assessments to be levied against the Lots and shall make all decisions regarding the operation and maintenance of the common entrance and the Outlots.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within ten (10) days after the due date shall also bear interest from the due date at the annual rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; satellite receiving dish (18 inches or less in diameter); or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, altered or changed in any manner (including color), or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The

Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

Section 5. After January 1, 2008, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Association. If such a Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or

b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. The standard fence for any outside perimeter lot line of any Lot shall be six (6) feet tall natural wood cedar board on board, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article IV) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse of any kind shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height excluding the basement or walk-out level. All homes constructed on said Lots must have at least two-car garages. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be

parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Telephone Installation. In the event ninety percent (90%) of all Lots within the Subdivision are not improved within five (5) years after the date on which Qwest Corporation. files notice that it has completed installation of telephone lines to all of the Lots covered by these Covenants in the Subdivision (herein the "Subdivision Improvement Date"), then Qwest Corporation may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority. The connection charge described herein shall be void and nonassessable in the event construction shall have commenced on at least ninety percent (90%) of the Lots subject to these covenants within five (5) years from the date Qwest Corporation. files the above-described notice. Should such charge be implemented by Qwest Corporation and remain unpaid, then such charge may draw interest at the rate of ten percent (10%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest Corporation sends each owner of record a written statement or billing for Four Hundred Fifty Dollars (\$450.00) for each unimproved Lot.

Section 12. Tree Maintenance. The Association is granted an easement over a fifteen (15) foot strip of property along that portion of each lot which adjoins either public streets or the Outlots for the purpose of maintaining, moving, replacing, removing, trimming, servicing, feeding and otherwise dealing with any trees which have been planted within the described easement area. Any trees within such area will be the property of the owner of the subject lot, but the Association will have the continuing and absolute right to work and deal with said trees as described above. No owner or designee of any owner shall take any action with respect to any of the trees in the described easement area without the prior written consent of the Association. The Association will use its best effort not to unduly interfere with any Lot in the exercise of its rights under this easement and will return any damaged or disturbed area to the same condition as existed before the subject activity.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full

force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Declarant. Any amendment must be recorded.

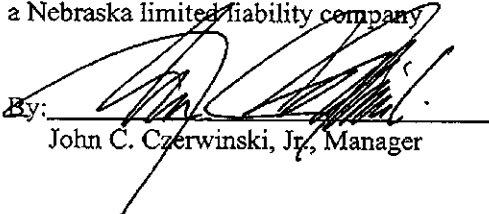
Section 4. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this _____ day of _____, 2000.

DECLARANT:
SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

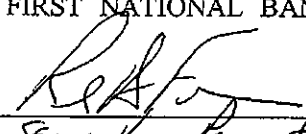
By: 
John C. Czerwinski, Jr., Manager

N.A.

Attest:


Asst. Secretary

THE FIRST NATIONAL BANK OF OMAHA,

By: 
Its: Senior Vice President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of October, 2000, by JOHN C. CZERWINSKI, JR., Manager of SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, on behalf of the company.

Louise N. Scolaro

Notary Public



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

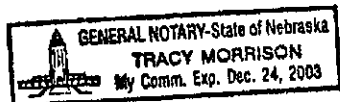
The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 2000, by RICHARD A. FRANKEN, SR VICE PRESIDENT of FIRST, on behalf of the corporation.

NATIONAL BANK OF
OMAHA

Tracy Morrison

Notary Public

54722.1





MISC 2003246714

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



DEC 24 2003 13:30 P 3

RECEIVED

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 232 through 382, inclusive, and Outlots 13 through 15, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska;

and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

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FEE 90.50 FB 34472
BKP _____ C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

2

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlots:

Outlot 13: Common facilities for path, sidewalk and/or green area.

Outlot 14: Common facilities for path, sidewalk and/or green area.

Outlot 15: Common facilities for path, sidewalk and/or green area.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 2 day of December, 2003.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

By:


John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By:


Its: Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

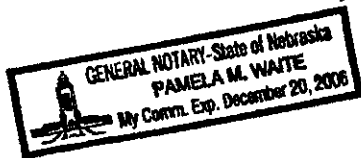
The foregoing instrument was acknowledged before me this 3 day of December, 2003, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of December, 2003, by Robert J. Horak, Vice President of The First National Bank of Omaha, a national banking association, on behalf of the corporation.



Pamela M. Waite
Notary Public



MISC 2005136959



OCT 31 2005 14:40 P 4

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/31/2005 14:40:11.61



2005136959

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on December 24, 2003, in Instrument 2003246714 and which governs Lots 232 through 382, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

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B/KP C/O COMP CP
DEL RW SCAN TV

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Lots 383 through 427, inclusive, and Outlot 16, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlot:

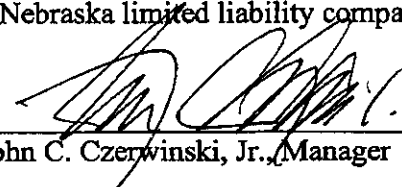
Outlot 16: Common facilities for path, sidewalk and/or green area.

In addition, under Section 1 of Article IV of the Architectural Control of the Declaration, Declarant adds mailboxes to the list of external improvements that require express prior written approval of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

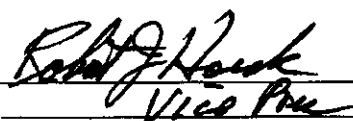
By:


John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By:

Its:


Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

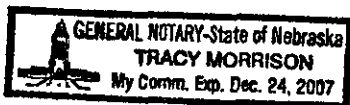
The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HORAK, VICE PRESIDENT of The First National Bank of Omaha, a national banking association, on behalf of the corporation.



Tracy Morrison
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Second Amendment To Declaration of Covenants, Conditions and Restrictions for Saddlebrook with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 27th day of JUNE, 2005.

Attest:

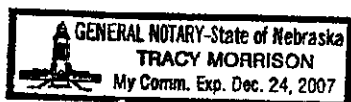
Jim W. Mueggel
Secretary J.P.

FIRST NATIONAL BANK OF OMAHA, N.A.

By: Robert J. Horzak
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HORZAK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



Tracy Morrison
Notary Public

00260886.WPD

00260886:1



MISC

2003246714

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DEC 24 2003 13:30 P 3

RECEIVED

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 232 through 382, inclusive, and Outlots 13 through 15, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska;

and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

misc ^a
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FEE 90.50 FB 25-34472
BNP _____ C/O _____ COMP _____
DEL _____ SCAN _____ FV _____
V145491 151

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlots:

Outlot 13: Common facilities for path, sidewalk and/or green area.

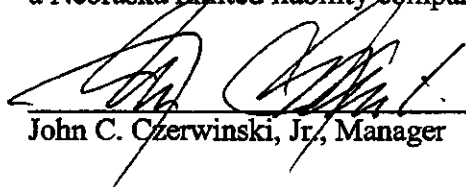
Outlot 14: Common facilities for path, sidewalk and/or green area.

Outlot 15: Common facilities for path, sidewalk and/or green area.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 3 day of December, 2003.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

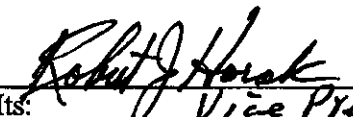
By:


John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By:

Its:


Vice Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

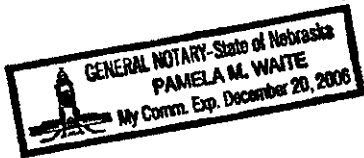
The foregoing instrument was acknowledged before me this 3 day of December, 2003, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa M. Robbins
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of December, 2003, by Robert J. Horak, Vice President of The First National Bank of Omaha, a national banking association, on behalf of the corporation.



Pamela M. Waite
Notary Public



MISC 2005136959



OCT 31 2005 14:40 P 4

After recording, please return to:

James F. Kasher
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE
10/31/2005 14:40:11.61



2005136959

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SADDLEBROOK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by SADDLEBROOK PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the undersigned is the Declarant under a certain Declaration of Covenants, Conditions and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "Declaration"), which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on November 9, 2000, in Misc. Book 1358 at Pages 018 through 029, inclusive, and which governs Lots 73 through 229, inclusive, and Outlots 5 through 12, inclusive, in Saddlebrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the undersigned is the Declarant under a certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Saddlebrook, a Subdivision in Douglas County, Nebraska (the "First Amendment to Declaration") which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on December 24, 2003, in Instrument 2003246714 and which governs Lots 232 through 382, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

misc $\frac{4}{362}$ FEE 201.00 FB 05-34472
BKP _____ C/O _____ COMP CP
DEL PW SCAN FV [initials]

149087

(C)

2

Lots 383 through 427, inclusive, and Outlot 16, inclusive, in Saddlebrook, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska; and

WHEREAS, pursuant to the terms and conditions of Article VI, Section 3 of the Declaration, Declarant is desirous of subjecting the Properties to the easements, restrictions, covenants and conditions for use set forth in the Declaration for the purpose of protecting the value and desirability of the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration as if same had been included at the time of the execution and filing of the Declaration. The Properties now being included in the Declaration shall be subject to all of the time periods referenced in the Declaration in the same manner as if they had originally been included in the Declaration. It is the intent hereof that the Properties shall be considered to have been covered by the Declaration from the time of its filing to allow for continuity among all of the Lots covered by the Declaration.

In addition, under Section 7 of Article I of the Definitions of the Declaration, Declarant adds the following Outlot:

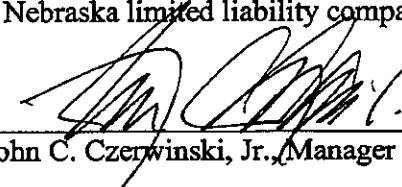
Outlot 16: Common facilities for path, sidewalk and/or green area.

In addition, under Section 1 of Article IV of the Architectural Control of the Declaration, Declarant adds mailboxes to the list of external improvements that require express prior written approval of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to Declaration this 18 day of May, 2005.

SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company

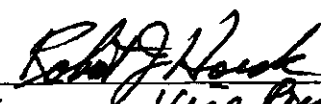
By:


John C. Czerwinski, Jr., Manager

THE FIRST NATIONAL BANK OF OMAHA,
a national banking association

By:

Its:


Vice Pres

[illegible]

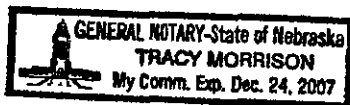
The foregoing instrument was acknowledged before me this 18 day of May, 2005, by JOHN C. CZERWINSKI, JR., Manager of Saddlebrook Properties, LLC, a Nebraska limited liability company, on behalf of the company.



John M. Roberts
Notary Public

[illegible]

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HOSAK, VICE PRESIDENT of The First National Bank of Omaha, a national banking association, on behalf of the corporation.



Sharon Womack
Notary Public

CONSENT AND APPROVAL

FIRST NATIONAL BANK OF OMAHA, N.A., a national banking association, hereby acknowledges receipt of notice of Declarant's intent to record the foregoing Second Amendment To Declaration of Covenants, Conditions and Restrictions for Saddlebrook with respect to the real property described therein, and does further approve the contents thereof and consent to filing of same in the office of the Register of Deeds of Douglas County, Nebraska.

Dated this 27th day of JUNE, 2005.

Attest:

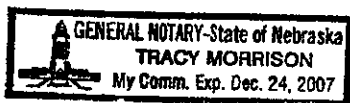
Erin W. Mueggel
Secretary J.P.

FIRST NATIONAL BANK OF OMAHA, N.A.

By: Robert J. Hozak
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2005, by ROBERT J. HOZAK, VICE PRESIDENT of FIRST NATIONAL BANK OF OMAHA, N.A., on behalf of the bank.



Tracy Morrison
Notary Public

00260886.WPD

00260886:1



1348 135 MISC



10871 00 135-140

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD W TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 AUG 15 PM 1:13

RECEIVED

AFTER RECORDING RETURN TO:

JAMES F. KASHER
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 S 72 ST STE 1250
OMAHA NE 68124

D 6 MISC
PERPETUAL EASEMENT

FEE	30.50	FB		
BKP		C/O	COMP	
DEL		SCAN	<i>ds</i>	FV

KNOW ALL MEN BY THESE PRESENTS:

THAT **SADDLEBROOK PROPERTIES, LLC**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 446 OF DOUGLAS COUNTY, NEBRASKA, and THE CITY OF OMAHA, in the State of Nebraska**, a municipal corporation, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Douglas County, Nebraska, more particularly described on **Exhibits "A" and "B"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is the following:

- (a) The use, construction, repair, maintenance, replacement and renewal of storm sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of storm water runoff; and
- (b) The unobstructed flow and drainage of surface waters over the described real property so long as such property shall be denominated as part of the One Hundred Year Flood Plain by the properly appointed authority and no building or other obstruction shall be built thereon during the effective period of this easement.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property described on Exhibits "A" and "B" are annexed as a part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 446 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

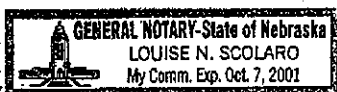
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 2nd day of AUGUST, 2000.

GRANTOR:
SADDLEBROOK PROPERTIES, LLC,
a Nebraska limited liability company.

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Aug 2, 2000, by John C. Czerwinski, Jr., Manager of Saddlebrook Properties, LLC, on behalf of the company.

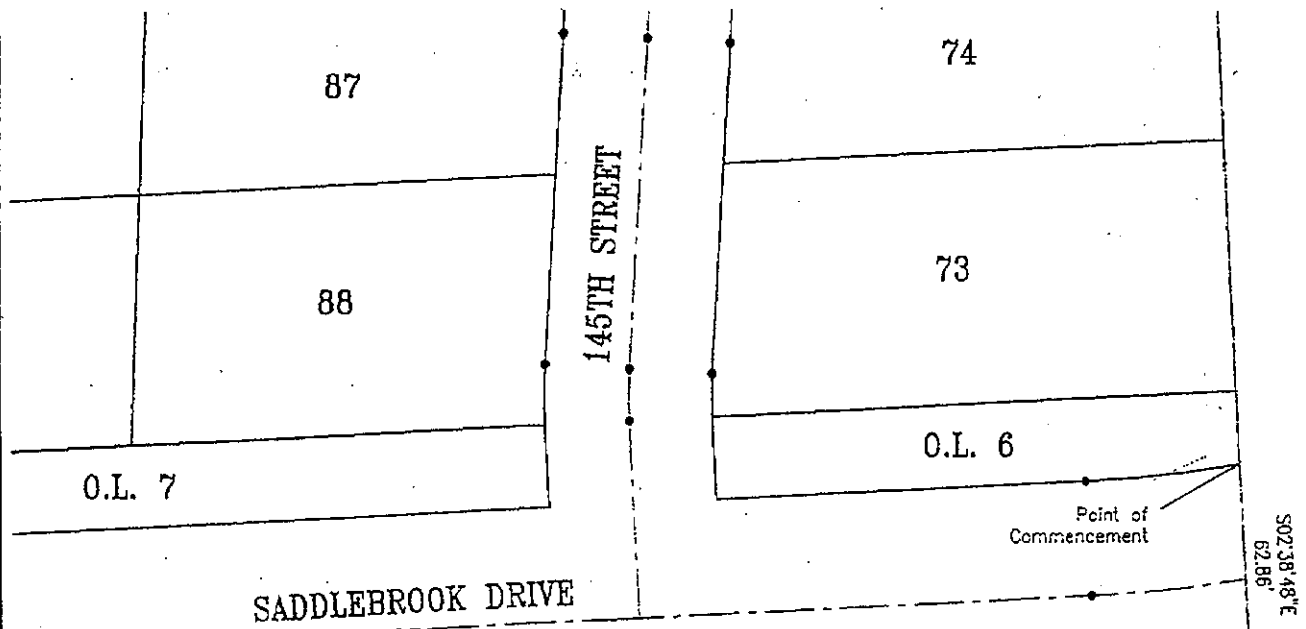


73567

[Signature]
Notary Public



SADDLEBROOK



N87°21'12"E
20.00'

S87°21'12"W
319.38'

N03°25'42"W
47.43'
S03°25'42"E
47.16'
S86°34'18"W
20.00'

Point of Beginning
20' Drainage and Storm Sewer
Easement to S.I.D. #446
and to the City of Omaha

UNPLATTED

SE 1/4, Sec. 35, T16N, R11E,
Douglas Co., Ne.



96057\DWG\9657E113
Book _____ Page _____ Date Jan. 07, 2000 Dwn.By BDK\DJB Job Number 96057.01-040



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2028

ph 402-496-2498
fax 402-496-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of drainage and storm sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of Out Lot 6, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 02°38'48" West for 62.86 feet along the extended east line of said Out Lot 6 and the east end of the right of way of Saddlebrook Drive;

Thence South 87°21'12" West for 319.38 feet along the south right of way line of Saddlebrook Drive to the TRUE POINT OF BEGINNING;

Thence South 03°25'42" East for 47.16 feet;

Thence South 86°34'18" West for 20.00 feet;

Thence North 03°25'42" West for 47.43 feet to said south right of way line;

Thence North 87°21'12" East for 20.00 feet to the Point of Beginning.

Contains 0.02 acre.

January 12, 2000

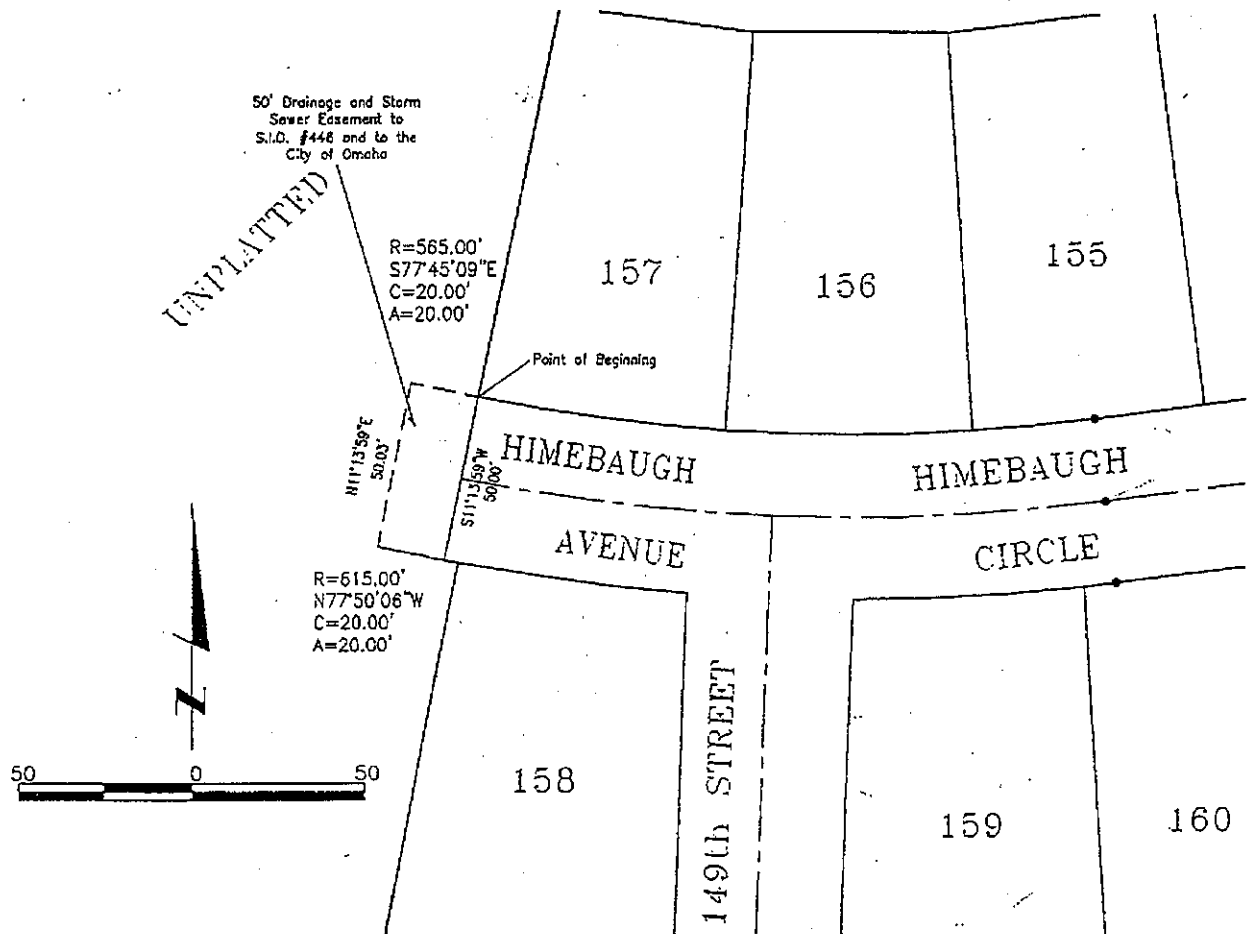
LAMP, RYNEARSON & ASSOCIATES, INC.

9657E113.dwg

96057.11 040

(Drainage Easement south of Saddlebrook Drive)

SADDLEBROOK



96057\DWG\9657E118

Book

Page

Date Jan. 10, 2000

Dwn.By DJB

Job Number 96057.11-040



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

LEGAL DESCRIPTION

A permanent fifty foot strip easement for the construction and maintenance of drainage and storm sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of Lot 157, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South $11^{\circ}13'59''$ West for 50.00 feet along the extended west line of said Lot 157 and the west end of the right of way of Himebaugh Avenue to the south right of way line thereof;

Thence along a curve to the right (having a radius of 615.00 feet and a long chord bearing North $77^{\circ}50'06''$ West for 20.00 feet) for an arc length of 20.00 feet along the extended south line of Himebaugh Avenue;

Thence North $11^{\circ}13'59''$ East for 50.03 feet parallel with and 20.00 feet west of the west end of Himebaugh Avenue;

Thence along a curve to the left (having a radius of 565.00 feet and a long chord bearing South $77^{\circ}45'09''$ East for 20.00 feet) for an arc length of 20.00 feet along the extended north right of way line of Himebaugh Avenue to the Point of Beginning.

Contains 1000 square feet.

January 26, 2000

LAMP, RYNEARSON & ASSOCIATES, INC. 9567E118.dwg
96057.11 040 (Sewer and Drainage west of Himebaugh Avenue)

BOOK 928 PAGE 642

DISCUSSION

RIGHT-OF-WAY EASEMENT

10. ROBERT LUIKART

Output 3.3

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and remove its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land Twenty-four feet (24') in width being Twelve feet (12') on each side of and abutting the center line of overhead facilities as constructed.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach this easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 25th day of May, 19 90.

Robert Lusk

Distribution SEI RJA Date 6-25-90 Property Management JSR Date 6-25-90
 Section 35 Township 16 North, Range 11 East
 Towner Towner Easting Towner
 Salesman _____ Estimator _____ Est. # 890348302 H.Q. # 6094

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and
for said County, personally came _____

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

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

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

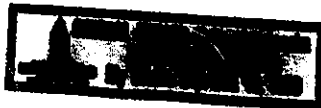
On this 25 day of MAY, 19 90,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

ROBERT LUKART

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

Witness my hand and Notarial Seal the date above
written.

James J. Tomarek Jr.
NOTARY PUBLIC



Disc 11473 H

BK 928 N _____ C/O _____ FEE 10⁵⁰
Pd 12-643 N 35-16-11 DEL 11 MC 615
OE MISC COMP _____ F/B 01-60770

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mail
Omaha, NE 68102-2247

RECEIVED
JUN 26 12 43 PM '90
CLERK OF DEEDS
DOUGLAS COUNTY, NE



1348 558 MISC



11119 00 558-561

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD N TAKECNY
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 AUG 18 PM 3:34

RECEIVED

PREPARED BY: RECORDING INFORMATION ABOVE

PARAMOUNT DESIGNS, INC.
215 N. MAIN ST
FREMONT, NE 68025
402-727-5400

R/W #0018001NE
JO# 02BB317

EASEMENT

The undersigned Grantor(s) for and in consideration of ONE AND NO/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Qwest Corporation, a Colorado Corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5100, Denver, CO 80202, its successors, assigns, lessees, licensees, and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of DOUGLAS, State of NEBRASKA, which the Grantor owns or in which the Grantor has any interest, to wit:

SEE EXHIBIT "A&B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land _____ feet wide on the _____ side of, and a strip of land _____ feet wide on the _____ side of said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Page 1 of 4
Initial

MISC: 20 FB 20
BKP _____ C/O _____ COMP _____
DEL _____ SCAN 2 FV _____

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Dated this _____ day of _____, 2000.

Grantor _____

SADDLEBROOK PROPERTIES, LLC.
(Official name of company or Corporation)

Grantor _____

By JOHN C. CZERWINSKI
Its MANAGER

Grantor _____

[SEAL]

Grantor _____

Attest _____
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF _____ }
COUNTY OF _____ } ss

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

The foregoing instrument was
acknowledged before me this _____ day
of _____, 20____, by

The foregoing instrument was
acknowledged before me this 21st day of
July, 2000, by

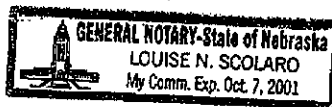
of SADDLEBROOK PROPERTIES,
a LLC
Corporation, on behalf of the corporation.

[SEAL]

[SEAL]

Notary Public
My commission expires: _____

Louise N. Scolaro
Notary Public
My commission expires: Oct 7, 2001



R/W# 0018001NE Job # 802BB317
Exchange OMAHNEFO County DOUGLAS
¼ Section SE Section 35 Township 16N Range 11E

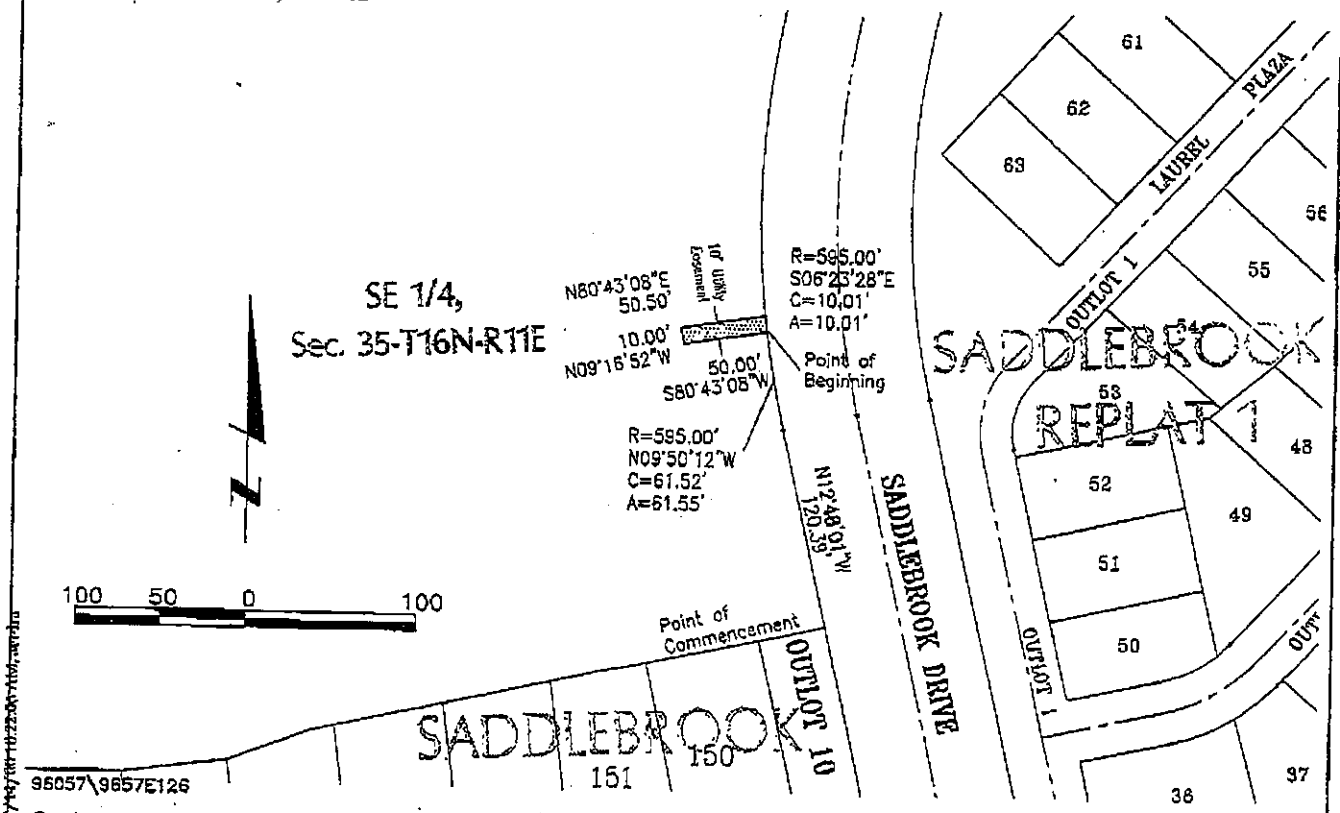
EXHIBIT "A"

R/W# 0018001NE
JO# 02BB317

Initial

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of communication cables and related facilities over part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:
Beginning at the northeast corner of Outlot 10, SADDLEBROOK, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska;
Thence North 12°48'01" West (bearings referenced to the Final Plat of SADDLEBROOK for 120.39 feet along the west right of way line of Saddlebrook Drive;
Thence along a curve to the right (having a radius of 595.00 feet and a long chord bearing North 09°50'12" West for 61.52 feet) for an arc length of 61.55 feet along said west right of way line to the TRUE POINT OF BEGINNING;
Thence South 80°43'08" West for 50.00 feet;
Thence North 09°16'52" West for 10.00 feet;
Thence North 80°43'08" East for 50.50 feet;
Thence along a curve to the left (having a radius of 595.00 feet and a long chord bearing South 06°23'28" East for 10.01 feet) for an arc length of 10.01 feet along said west right of way line to the Point of Beginning.
Contains 502 square feet.



96057\9657E126 Book Page Date July 14, 2000 Dwn.By oet Job Number 96057.11-070



lamp, ryneason & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

EXHIBIT "B"

R/W# 0018001NE
JO# 02BB317

Initial

Page 4 of 4

LEGAL DESCRIPTION

A permanent easement for ingress and egress over part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 8th P.M., Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of Outlot 10, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 12°48'01" West (bearings referenced to the Final Plat of SADDLEBROOK for 120.39 feet along the west right of way line of Saddlebrook Drive;

Thence along a curve to the right (having a radius of 595.00 feet and a long chord bearing North 12°14'41" West for 11.54 feet) for an arc length of 11.54 feet along said west right of way line to the TRUE POINT OF BEGINNING;

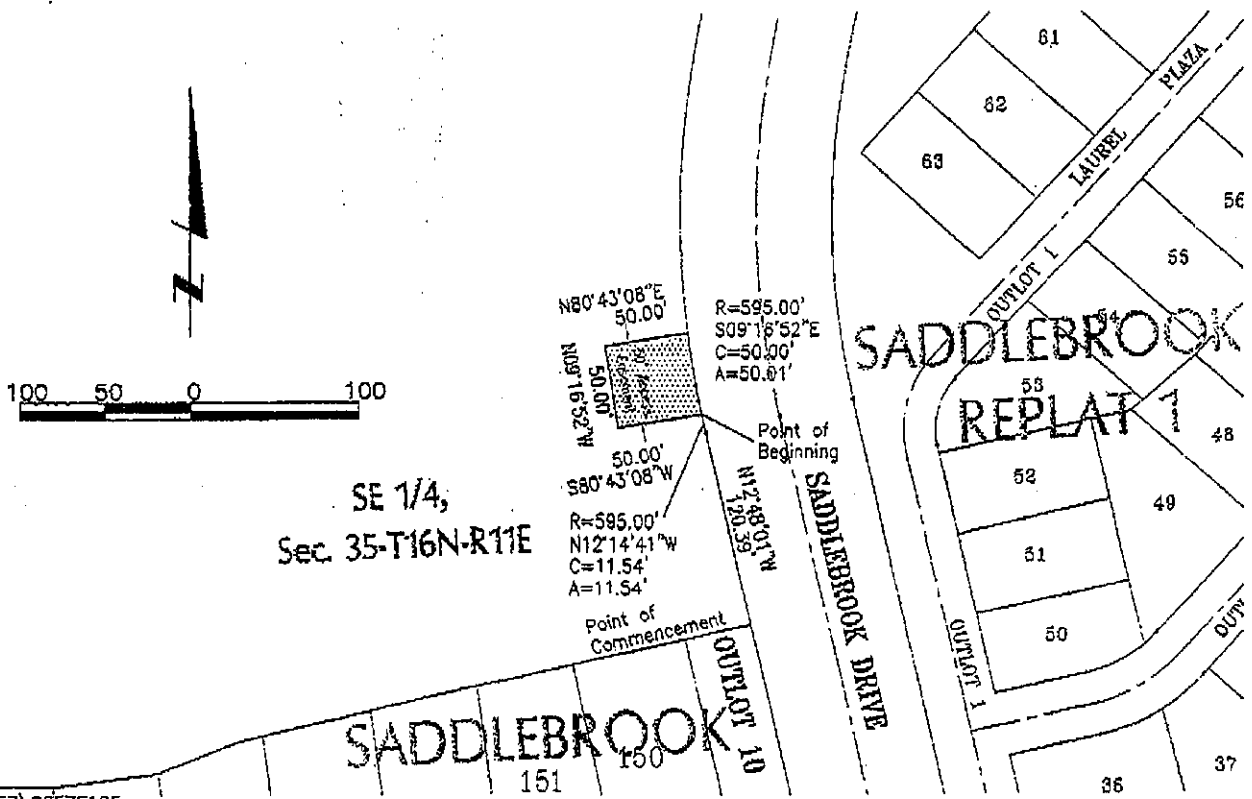
Thence South 80°43'08" West for 50.00 feet;

Thence North 09°18'52" West for 50.00 feet;

Thence North 80°43'08" East for 50.00 feet to the said west right of way line of Saddlebrook Drive;

Thence along a curve to the left (having a radius of 595.00 feet and a long chord bearing South 09°18'52" East for 50.00 feet) for an arc length of 50.01 feet along said west right of way to the Point of Beginning.

Contains 2482 square feet.



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Book Page Date May 10, 2000 Dwn.By det Job Number 96057.11-070



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2020

ph 402-498-2498
fax 402-498-2730



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Date
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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AFTER RECORDING RETURN TO:

JAMES F. KASHER
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 S 72 ST STE 1250
OMAHA NE 68124

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PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **SADDLEBROOK PROPERTIES, LLC**, a Nebraska limited liability company, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 446 OF DOUGLAS COUNTY, NEBRASKA, and THE CITY OF OMAHA, in the State of Nebraska**, a municipal corporation, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Douglas County, Nebraska, more particularly described on Exhibits "A" through "H", attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of outfall sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewer discharge. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary outfall sewer pipeline, manholes and other related appurtenances are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 446 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens.

Grantor reserves the right, following construction of said sewer and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. Provided, however, that no building or other structure shall be built within the permanent easement area by Grantor, their successors or assigns, which will in any way interfere with Grantee's ability to perform its rights granted hereunder. This easement runs with the land.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual sanitary outfall sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

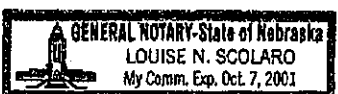
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 2nd day of ~~July~~ Aug, 2000.

GRANTOR:
SADDLEBROOK PROPERTIES, LLC
a Nebraska limited liability company

By: [Signature]
John C. Czerwinski, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Aug 2nd, 2000, by John C. Czerwinski, Jr., Manager of Saddlebrook Properties, LLC, on behalf of the company.

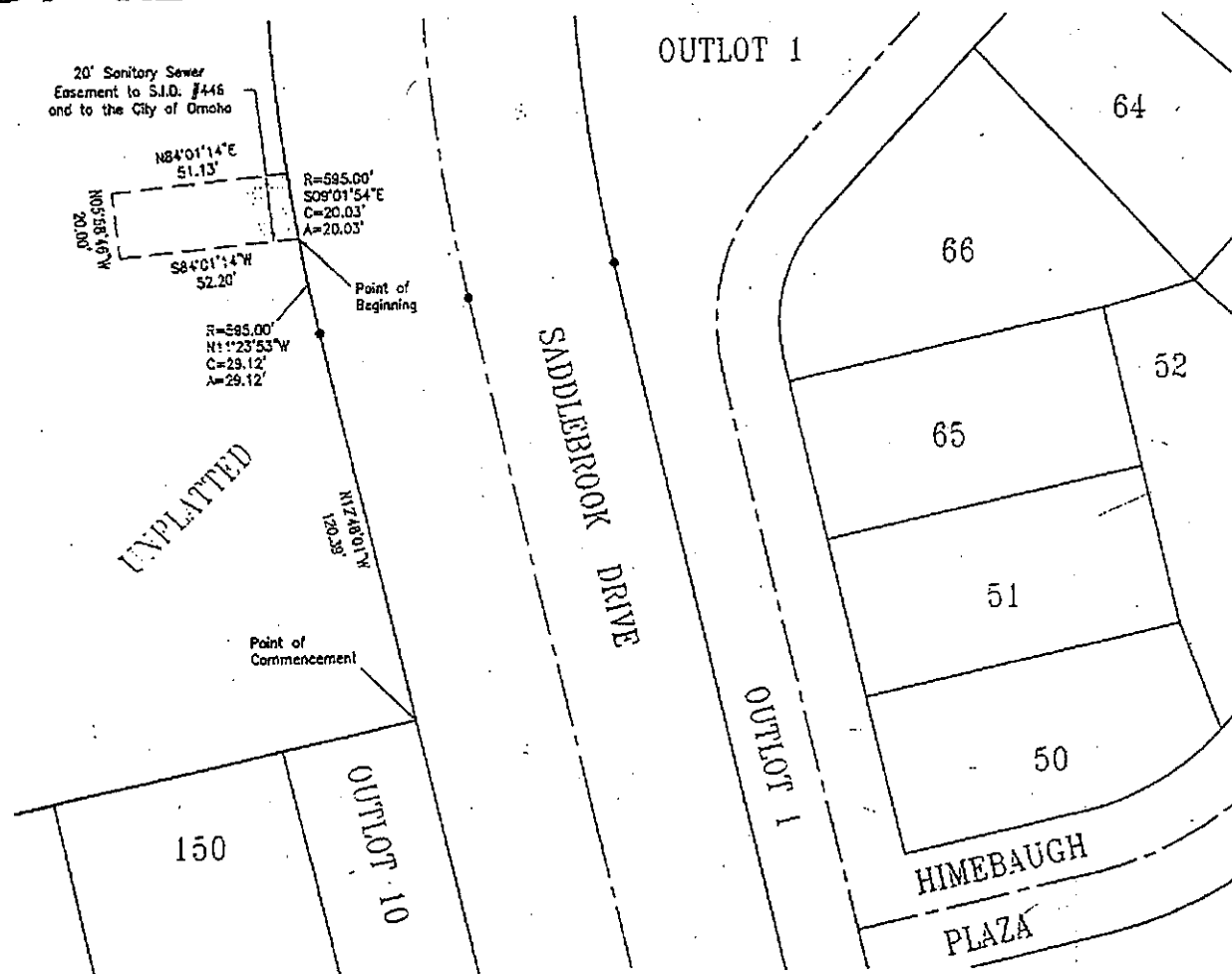


[Signature]
Notary Public



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SADDLEBROOK



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Book

Page

Date Jan. 10, 2000

Dwn.By DJB

Job Number 96057.11-030



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68164-2029

ph 402-496-2488
fax 402-496-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of Out Lot 10, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North $12^{\circ}48'01''$ West (bearings referenced to the Final Plat of SADDLEBROOK) for 120.39 feet along the west right of way line of Saddlebrook Drive;

Thence along a curve to the right (having a radius of 595.00 feet and a long chord bearing North $11^{\circ}23'53''$ West for 29.12 feet) for an arc length of 29.12 feet along said west right of way line to the TRUE POINT OF BEGINNING;

Thence South $84^{\circ}01'14''$ West for 52.20 feet;

Thence North $05^{\circ}58'46''$ West for 20.00 feet;

Thence North $84^{\circ}01'14''$ East for 51.13 feet to the west right of way line of Saddlebrook Drive;

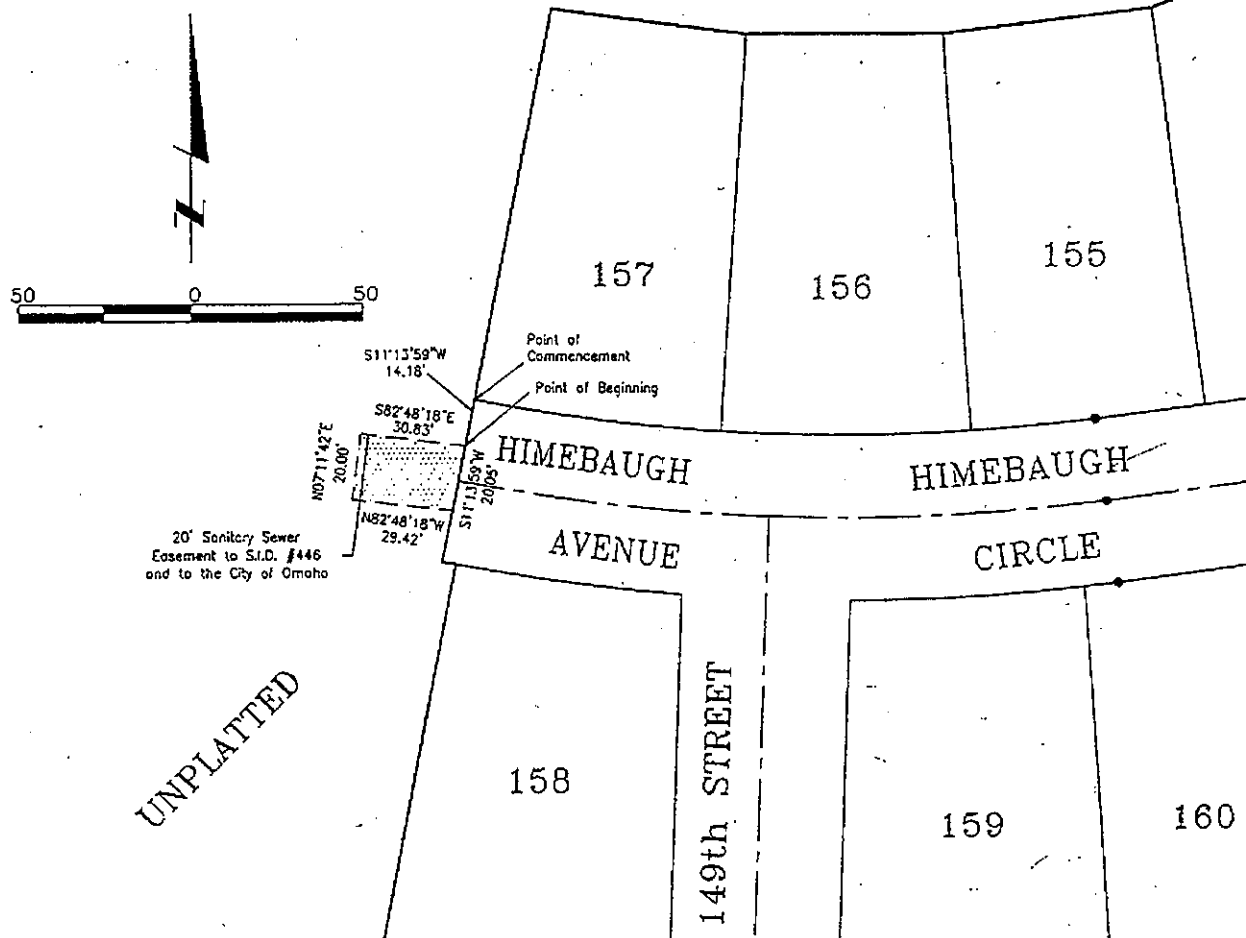
Thence along a curve to the left (having a radius of 595.00 feet and a long chord bearing South $09^{\circ}01'54''$ East for 20.03 feet) for an arc length of 20.03 feet along said west right of way line to the Point of Beginning,

Contains 1033 square feet.

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December 16, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
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SADDLEBROOK



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Book _____ Page _____ Date Jan. 10, 2000 Dwn.By DJB Job Number: 96057.11-030



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of Lot 157, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South $11^{\circ}13'59''$ West (bearings referenced to the Final Plat of SADDLEBROOK) for 14.18 feet along the extended west line of said Lot 157 and the east end of the right of way Himebaugh Avenue to the TRUE POINT OF BEGINNING;

Thence South $11^{\circ}13'59''$ West for 20.05 feet;

Thence North $82^{\circ}48'18''$ West for 29.42 feet;

Thence North $07^{\circ}11'42''$ West for 20.00 feet;

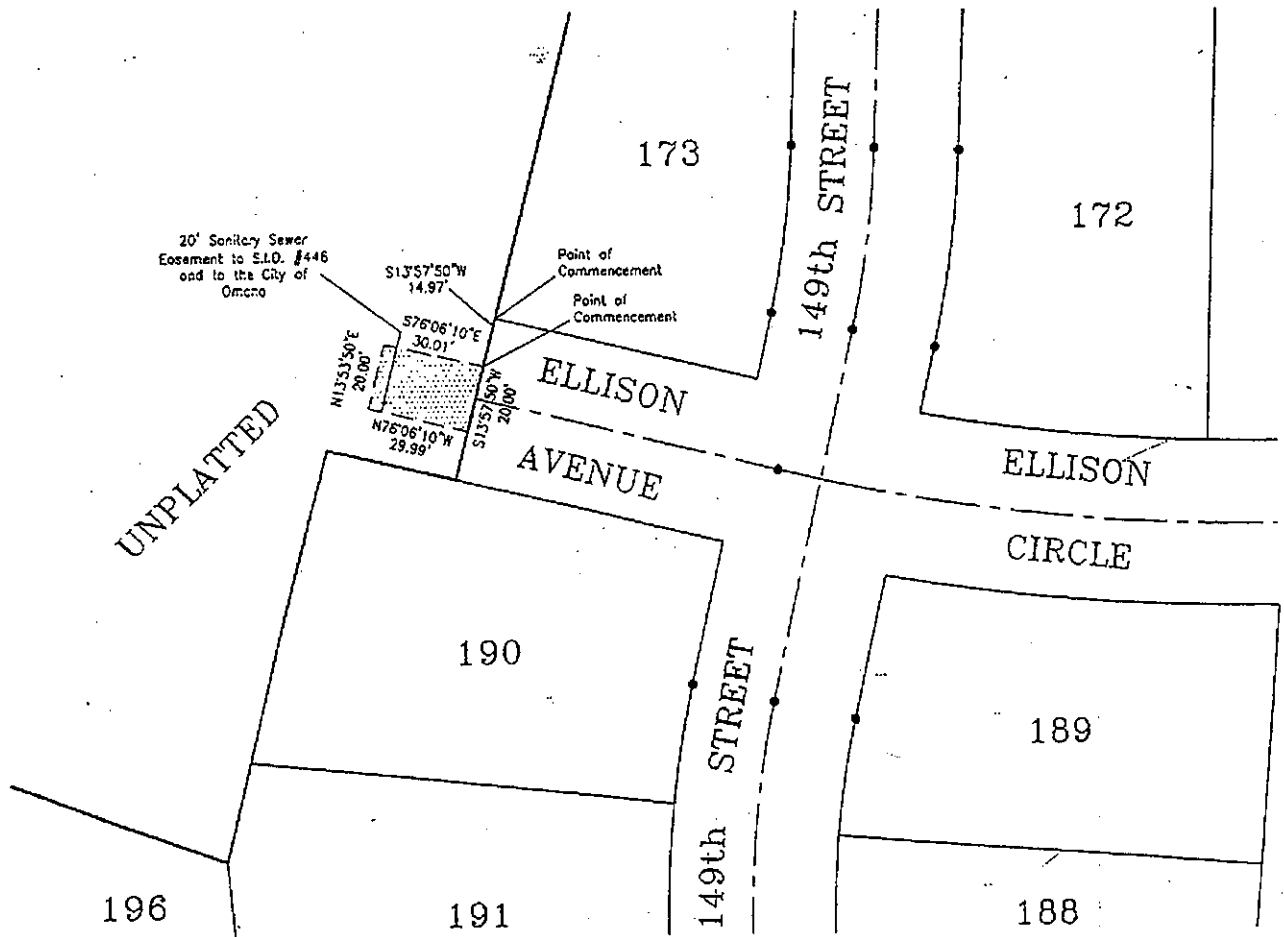
Thence South $82^{\circ}48'18''$ East for 30.83 feet to the Point of Beginning.

Contains 602 square feet.

December 16, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
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SADDLEBROOK



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Book

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Date Jan. 10, 2000

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Job Number 96057.11-030



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of Lot 173, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 13°57'50" West (bearings referenced to the Final Plat of SADDLEBROOK) for 14.97 feet along the extended west line of said Lot 173 and the west end of the right of way of Ellison Avenue to the TRUE POINT OF BEGINNING;

Thence continuing South 13°57'50" West for 20.00 feet;

Thence North 76°06'10" West for 29.99 feet;

Thence North 13°53'50" West for 20.00 feet;

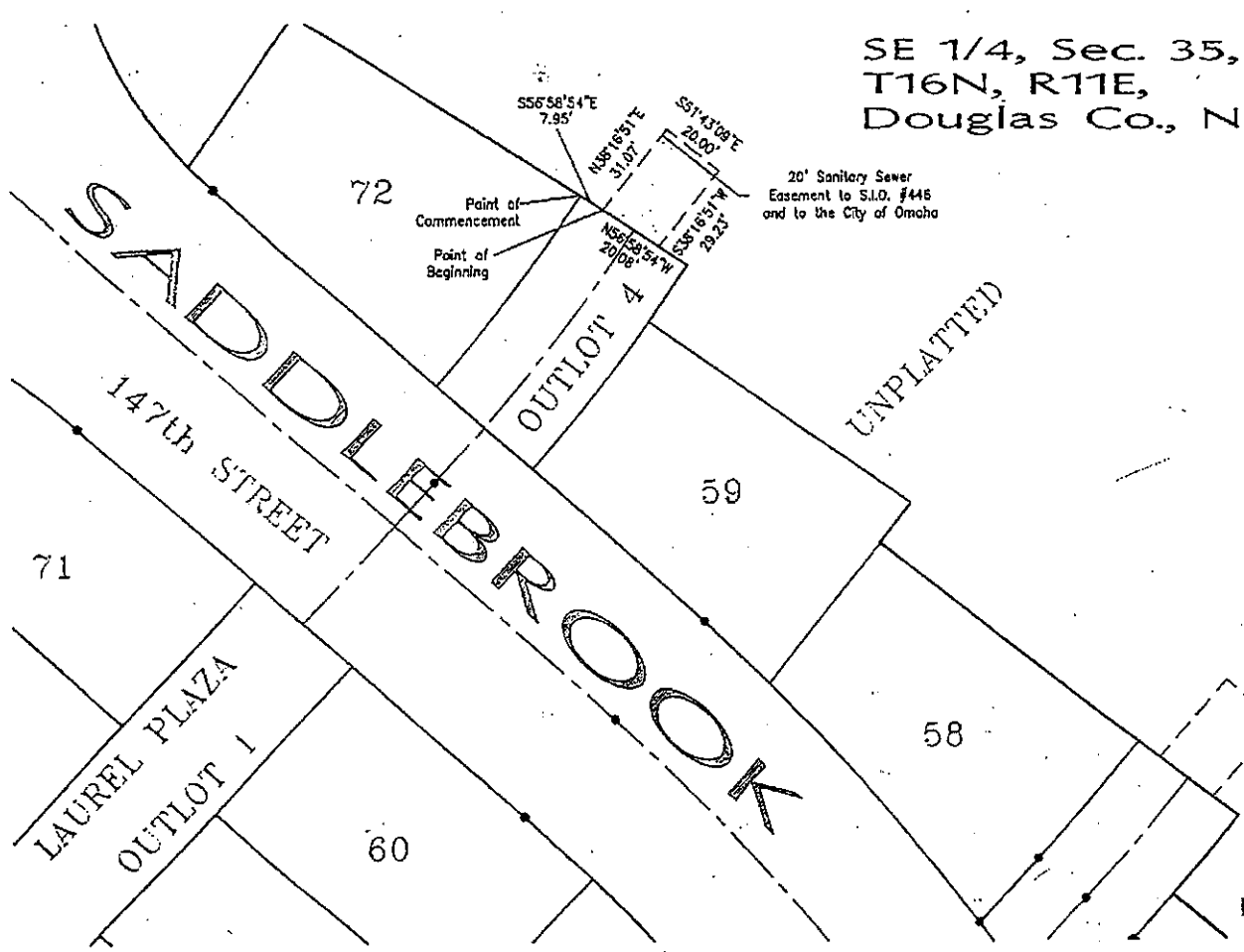
Thence South 76°06'10" East for 30.01 feet to the Point of Beginning.

Contains 600 square feet.



SE 1/4, Sec. 35,
T16N, R11E,
Douglas Co., Ne.

20' Sanitary Sewer
Easement to S.I.O. #446
and to the City of Omaha



96057\DWG\9657E124

Book _____ Page _____ Date Jan. 10, 2000 Dwn.By DJB Job Number 96057.11-030



lamp, ryneearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2488
fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the east corner of Lot 72, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 56°58'54" East (bearings referenced to the Final Plat of SADDLEBROOK) for 7.95 feet along the extended northeast line of said Lot 72 and the east end of the right of way of Outlot 4, SADDLEBROOK (Laurel Plaza) to the TRUE POINT OF BEGINNING;

Thence North 38°16'51" East for 31.07 feet;

Thence South 51°43'09" East for 20.00 feet;

Thence South 38°16'51" West for 29.23 feet to the east line of Outlot 4;

Thence North 56°58'54" West for 20.08 feet to the Point of Beginning.

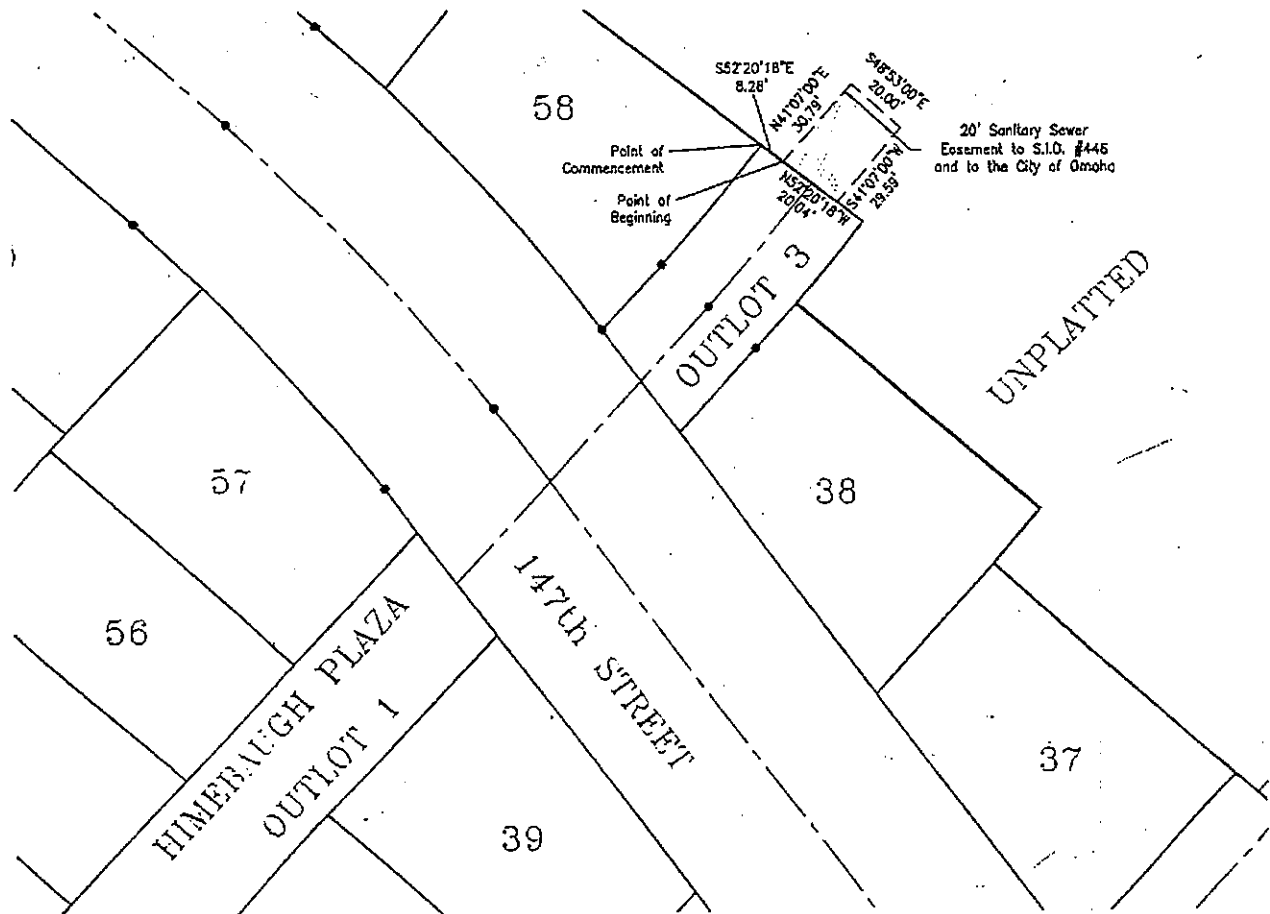
Contains 603 square feet.

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December 16, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
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SADDLEBROOK



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Book _____ Page _____ Date Jan. 10, 2000 Dwn.By DJB Job Number 96057.11-030



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2028

ph 402-498-2498
fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the east corner of Lot 58, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 52°20'18" East (bearings referenced to the Final Plat of SADDLEBROOK) for 8.28 feet along the extended northeast line of said Lot 58 and the east end of the right of way of Outlot 3, SADDLEBROOK (Himebaugh Plaza) to the TRUE POINT OF BEGINNING;

Thence North 41°07'00" East for 30.79 feet;

Thence South 48°53'00" East for 20.00 feet;

Thence South 41°07'00" West for 29.59 feet to the east line of Outlot 3;

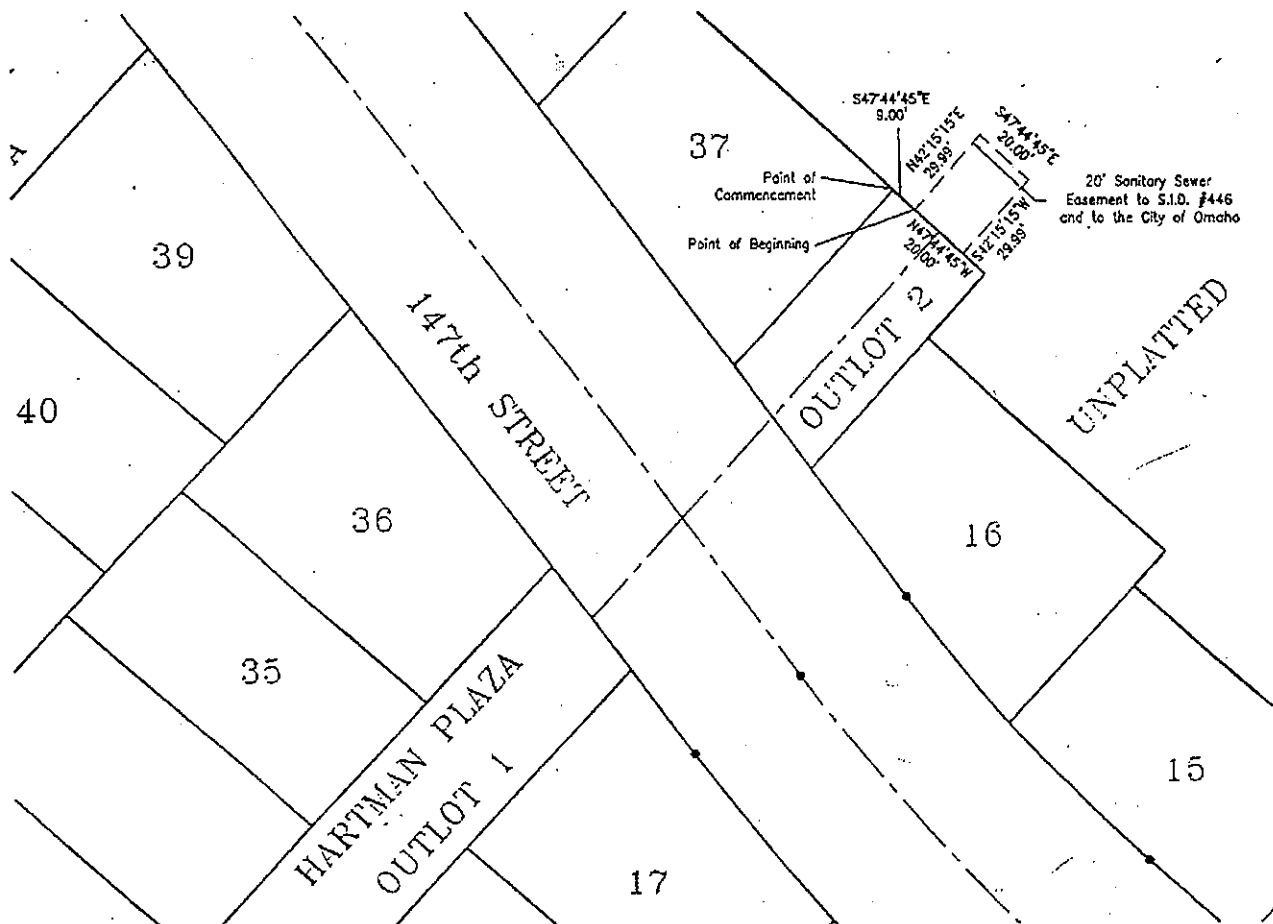
Thence North 52°20'18" West for 20.04 feet to the Point of Beginning.

Contains 604 square feet.

December 16, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
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SADDLEBROOK



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Book _____ Page _____ Date Jan. 10, 2000 Own.By DJB Job Number 96057.11-030



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the east corner of Lot 37, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 47°44'45" East (bearings referenced to the Final Plat of SADDLEBROOK) for 9.00 feet along the extended northeast line of said Lot 37 and the east end of the right of way of Outlot 2, SADDLEBROOK (Hartman Plaza) to the TRUE POINT OF BEGINNING;

Thence North 42°15'15" East for 29.99 feet;

Thence South 47°44'45" East for 20.00 feet;

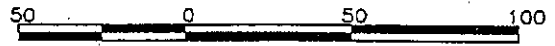
Thence South 42°15'15" West for 29.99 feet to the east line of Outlot 2;

Thence North 47°44'45" West for 20.00 feet to the Point of Beginning.

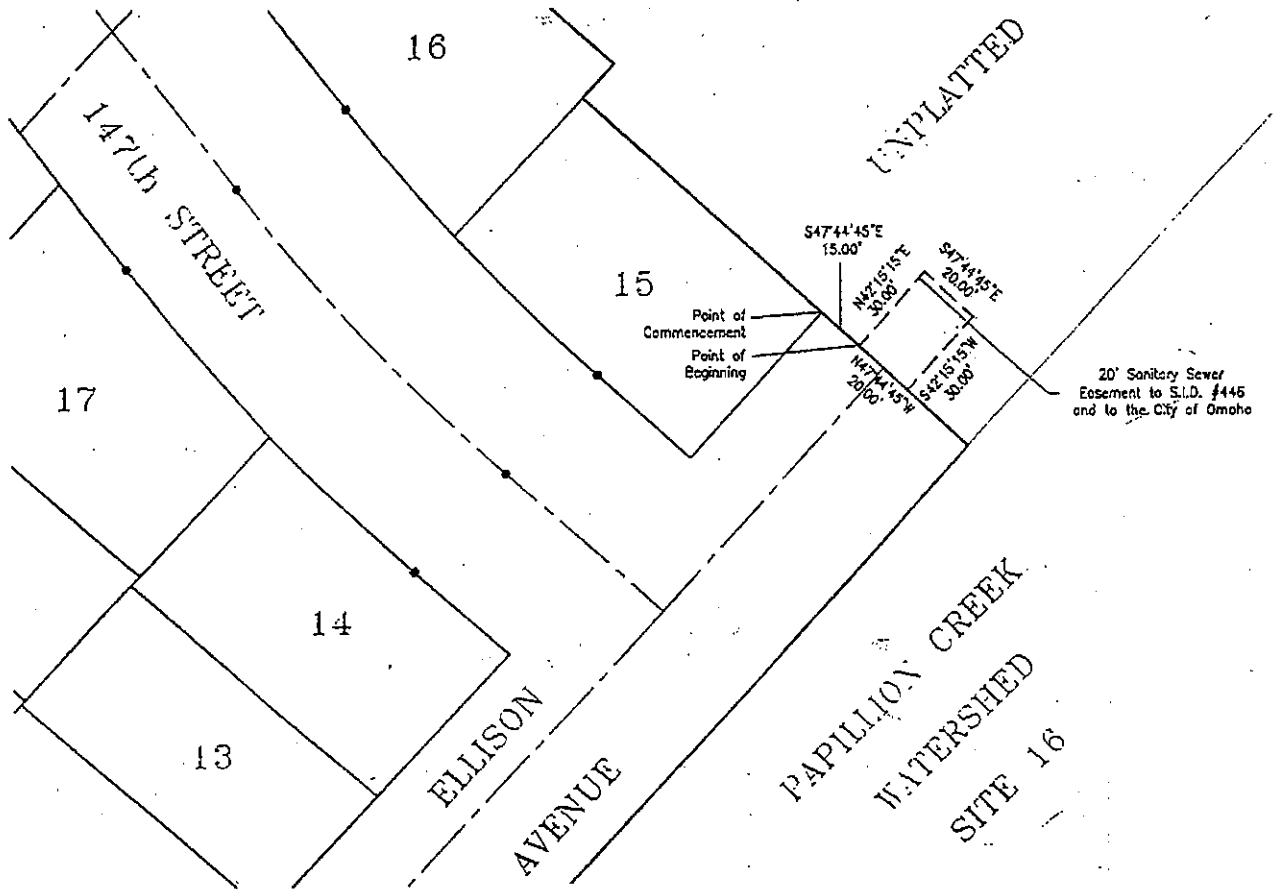
Contains 600 square feet.

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December 16, 1999
LAMP, RYNEARSON & ASSOCIATES, INC.
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SADDLEBROOK



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Book _____ Page _____ Date Jan. 10, 2000 Dwn.By DJB Job Number 96057.11-030



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

Exhibit "G" Page 2 of 2

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the east corner of Lot 15, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 47°44'45" East (bearings referenced to the Final Plat of SADDLEBROOK) for 15.00 feet along the extended northeast line of said Lot 15 and the east end of the right of way of Ellison Avenue to the TRUE POINT OF BEGINNING;

Thence North 42°15'15" East for 30.00 feet;

Thence South 47°44'45" East for 20.00 feet;

Thence South 42°15'15" West for 30.00 feet to the east end of Ellison Avenue;

Thence North 47°44'45" West for 20.00 feet to the Point of Beginning.

Contains 600 square feet.

SADDLEBROOK

UNPLATTED

20' Sanitary Sewer
Easement to S.I.D.
#446 and to the
City of Omaha

507°40'10"E
14.89'
N82°20'07"E
30.04'
N01°31'15"W
20.00'
507°40'10"E
20.00'
S82°20'07"W
30.04'

Point of
Commencement
Point of Beginning

JAYNES STREET

149th AVENUE

CIRCLE

149th AVENUE

199

200

201

202

195

194

205

229

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Book _____ Page _____ Date Jan. 10, 2000 Dwn.By DJB Job Number 96057.11-030



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-498-2498
fax 402-498-2730

LEGAL DESCRIPTION

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Southwest Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of Lot 200, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 07°40'10" East (bearings referenced to the Final Plat of SADDLEBROOK) for 14.99 feet along the extended west line of Lot 200 and the west end of the right of way of Jaynes Street to the TRUE POINT OF BEGINNING;

Thence South 07°40'10" East for 20.00 feet;

Thence South 82°20'07" East for 30.04 feet;

Thence North 07°39'53" West for 20.00 feet;

Thence North 82°20'07" East for 30.04 feet to the Point of Beginning.

Contains 601 square feet.

December 16, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

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By

RICHARD M. JAKSCH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
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PROJECT 1 **TOM DOYLE**
DOUGLAS COUNTY ENGINEER
15505 WEST MAPLE ROAD
OMAHA, NEBRASKA 68116-5173

TRACT NO. 6

EASEMENT

THIS INDENTURE, made this 17 day of NOVEMBER 1998

between VERNA WILMA NEUHAUS
hereinafter referred to as "Grantor(s)," and the County of Douglas, State of Nebraska, hereinafter called "County."

WITNESSETH:

THAT, said Grantor(s) in consideration of the sum of SIX THOUSAND, SIX HUNDRED THIRTY AND NO/100s Dollars (\$ 6,630.00) and other valuable consideration, to Grantor(s) in hand paid by said County, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said County and its assigns forever, an easement for the right to use, construct, build, maintain and repair a roadway for the passage of traffic, together with all appurtenances, wires, lines, poles, structures and other applicable equipment pertaining to any paving in, through, over and under the parcel of land described as follows, to wit:

(SEE ATTACHED)

No buildings, improvements or structures shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of Douglas County. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said County shall cause any excavation made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said excavation, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the County and any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said County and its assigns, that he or they, the Grantor(s), is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

Verna Wilma Neuhaus
VERNA WILMA NEUHAUS

STATE OF NEBRASKA, COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on NOVEMBER 17, 1998by VERNA WILMA NEUHAUST.I.N. 506-16-7234

Jerry M. Slusky
Signature of Person Taking Acknowledgement

Title:



OWNER COPY

TRACT 6
PARCEL 6A
PERMANENT EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE N.87°39'03"E. (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 84.71 FEET; THENCE N.02°20'57"W. PERPENDICULAR TO SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING; THENCE N.87°39'03"E. ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE, 690.29 FEET; THENCE S.02°20'57"E. PERPENDICULAR TO SAID SOUTH LINE, 17.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FORT STREET; THENCE S.87°39'03"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, 675.26 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 156TH STREET; THENCE N.43°49'44"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 22.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11,607 SQUARE FEET (0.27 ACRE) MORE OR LESS.

TRACT 6
PARCEL 6B
PERMANENT EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE N.02°47'56"W. (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 101.17 FEET; THENCE N.87°12'04"E. PERPENDICULAR TO SAID WEST LINE, 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 156TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.02°47'56"W. ALONG SAID EAST RIGHT-OF-WAY LINE, 668.83 FEET; THENCE N.87°12'04"E. PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE S.02°47'56"E. ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 320.00 FEET; THENCE S.13°33'24"E., 101.79 FEET; THENCE S.10°49'34"E., 78.77 FEET; THENCE S.02°47'56"E. ALONG A LINE 40.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 20.00 FEET; THENCE S.87°12'04"W. PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE, 10.00 FEET; THENCE S.12°43'31"W., 74.73 FEET; THENCE S.02°47'56"E. ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 90.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 156TH STREET; THENCE N.43°49'44"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 15.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10,927 SQUARE FEET (0.25 ACRE) MORE OR LESS.

Plat and Dedication,

Filed 8-3-00, in Book 2159 at Page 146, Instrument No. _____

Grants a perpetual easement in favor of

- ☒ 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.

Any additional info.

☒ Declaration of Covenants, Conditions, Restrictions and Easements,

~~Restrictive Covenants~~

~~Protective Covenants~~

or

Dated 10-25-00 Filed 11-9-00 in Book 1358 at Page 18, Instrument No. _____

Grants a perpetual easement in favor of

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

Any additional info.

08/
246714

Architectural Control

Amend Decl filed 12-24-03 to 1358-018 Decl

Easement Right of Way 1st, 2nd 3rd or 2nd Amendment to 1358-018 & 2003-246714
Dated 5-18-05 Filed 10-31-05, in Book 2005 at Page 136959, Instrument No. _____

Saddlebrook

Plat and Dedication,

Filed 8-3-00 in Book 2159 at Page 146, Instrument No. _____

Grants a perpetual easement in favor of

- ☒ 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.

Any additional info.
None

- ☒ Declaration of Covenants, Conditions, Restrictions and Easements,

~~Restrictive~~ Covenants

~~Protective~~ Covenants

or

Dated 10-25-00 Filed 11-9-00 in Book 1358 at Page 18, Instrument No. _____

Grants a perpetual easement in favor of

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

Any additional info.

Architectural Control

1st Amend Deed filed 12-24-03 to 1358-018 Deed

Easement Right of Way 1st, 2nd 3rd or 2nd Amendment to 1358-018 & 2003246714

Dated 5-18-05 Filed 10-31-05, in Book 2005 at Page 136959, Instrument No. _____

Saddlebrook