

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF SUNRIDGE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by SUNRIDGE DEVELOPMENT COMPANY, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 152, inclusive, in Sunridge, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and residential integrity of the Lots.

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

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. 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 as a church, school or park, or for other non-profit use.

2. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving stations ("discs"), flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed improvement.

C. Written Notice of any refusal to approve a proposed improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days

after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed improvement shall be deemed approved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

4. No building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front lot line of Lots 14 through 152.

5. The exposed front foundation wall as well as any foundation wall facing a street or all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one 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.

7. No exterior television or radio antenna or any sort shall be permitted on any Lot.

8. 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.

9. 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 semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

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

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. 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. All produce or vegetable gardens shall be maintained only in rear yards.

13. No swimming pool shall be permitted which extends more than one foot above ground level.

14. Construction of any improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the improvement. No excavation dirt shall be spread across any lot in such a fashion as to materially change the contour of any lot.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon lot and upon the street side of each built upon corner lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

16. Driveway approaches between the sidewalk and curb on each lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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 twelve (12) inches.

19. No Residence shall be constructed on a lot unless the entire lot, as originally platted, is owned by one owner of such lot, except if parts of two or more platted lots have been combined into one lot which is at least as wide as the narrowest lot on the original plat, and is as large in area as the largest lot in the original plat.

20. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Sunridge to any lot unless the written approval of Declarant is first obtained.

ARTICLE II. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 328 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded

Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

Other easements are provided for in the final plat of Sunridge which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1746, Page 594).

2. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

ARTICLE III. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Sunridge Development Company, or any person, firm, corporation, partnership, or entity designated in writing by Sunridge Development Company, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. The status of Sunridge Development Company, or its successor or assign, as Declarant under this Declaration shall terminate on December 31, 1992, or at any earlier time upon the filing of a Notice of Termination of Status as Declarant. Upon such termination, the owners of two-thirds of the Lots may appoint an entity, association or individual to serve as Declarant for purposes of this Declaration, and such entity, association or individual shall serve with the same authority and powers as the original Declarant. At any time when no entity, association or individual is serving as the Declarant under this Declaration, improvements otherwise conforming with the requirements of this Declaration may be constructed without the approval required in Article I, Paragraph 2 of this Declaration.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 13th day of January, 1985.

SUNRIDGE DEVELOPMENT COMPANY,
Declarant,

By _____
President

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

The foregoing instrument was acknowledged before me this 14 day of August, 1985, by John R. Maenner, President of SUNTRIDGE DEVELOPMENT COMPANY, a Nebraska corporation, on behalf of the corporation.



Notary Public

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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF SUNRIDGE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, is made by SUNRIDGE DEVELOPMENT COMPANY, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 152, inclusive, in Sunridge, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant has previously executed a Declaration of Covenants, Conditions, Restrictions and Easements of Sunridge, a subdivision in Douglas County, Nebraska, dated January 23, 1985 (hereinafter referred to as the "Declaration"). The Declaration has been filed in the office of the Register of Deeds of Douglas County, Nebraska in Book 729, Page 602.

In Article III, Paragraph 2, the Declarant reserves the right to amend the Declaration for a period of five (5) years. Declarant does hereby amend and restate the Declaration in its entirety, and substitute therefore this Amended and Restated Declaration.

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

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for: (i) Lots 1 through 23 which shall be used exclusively for single-family or duplex residential purposes; and (ii) such or parts thereof as may hereafter be conveyed or dedicated by the Declarant, or its successors or assigns, for use as a church, school or park, or for other non-profit use.

2. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, tree house, antenna, satellite receiving stations ("discs"), flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The

decision to approve or refuse approval of a proposed improvement shall be exercised by Declarant to promote development of the lots and to protect the values, character and residential quality of all lots. If Declarant determines that the proposed improvement will not protect and enhance the integrity and character of all the lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed improvement.

C. Written Notice of any refusal to approve a proposed improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed improvement shall be deemed approved by Declarant.

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

3. No residence shall be created, altered, placed or permitted to remain on any lot other than one detached dwelling which does not exceed two and one-half stories in height.

4. No building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front lot line of lots 24 through 152.

5. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one 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.

7. No exterior television or radio antenna of any sort shall be permitted on any lot.

8. 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.

9. No boat, camper, trailer, auto-drum 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 semitrailers/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section shall not apply to tractors, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

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

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. 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. All produce or vegetable gardens shall be maintained only in rear yards.

13. No swimming pool shall be permitted which extends more than one foot above ground level.

14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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 twelve (12) inches.

19. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

20. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Sunridge to any Lot unless the written approval of Declarant is first obtained.

ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 328 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

Other easements are provided for in the final plat of Sunridge which is filed in the Register of Deeds of Douglas County, Nebraska (Book 1746, Page 594).

2. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

ARTICLE III.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Sunridge Development Company, or any person, firm, corporation, partnership, or entity designated in writing by Sunridge Development Company, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from January 23, 1985. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. The status of Sunridge Development Company, or its successor or assign, as Declarant under this Declaration shall terminate on December 31, 1992, or at any earlier time upon the filing of a Notice of Termination of Status as Declarant. Upon such termination, the owners of two-thirds of the Lots may appoint an entity, association or individual to serve as Declarant for purposes of this Declaration, and such entity, association or individual shall serve with the same authority and powers as the original Declarant. At any time when no entity, association or individual is serving as the Declarant under this Declaration, Improvements otherwise conforming with the requirements of this Declaration may be constructed without the approval required in Article I, Paragraph 2 of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15th day of February, 1985.

By John R. Breaux
President

The foregoing instrument was acknowledged before me this 17 day of February, 1985, by John R. Moenmer, President of SUNNIDGE DEVELOPMENT COMPANY, a Nebraska corporation, on behalf of the corporation.

Sharon L. Fredrickson
Notary Public

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GEORGE J. SMITH, JR.
RECTOR OF THE
SOCIETY OF THE
SACRAMENT COUNTY, ILL.

Book

Summary

PART OF THE E 1/2 OF THE SE
TOWNSHIP 15 NORTH, RAN
DOUGLAS COUNTY, NE

1994

Abstract

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10. I HEREBY CERTIFY, ON SO MANY, 999, ONE THOUSAND NINE
HUNDRED AND thirty, 1966 A.D.

FOR HUMAN RESOURCE DEVELOPMENT COMPANY, A FOREIGN ORGANIZATION

John F. Kennedy Robert F. Kennedy

900 White House

[Handwritten signatures and dates]

~~CONFIDENTIAL~~

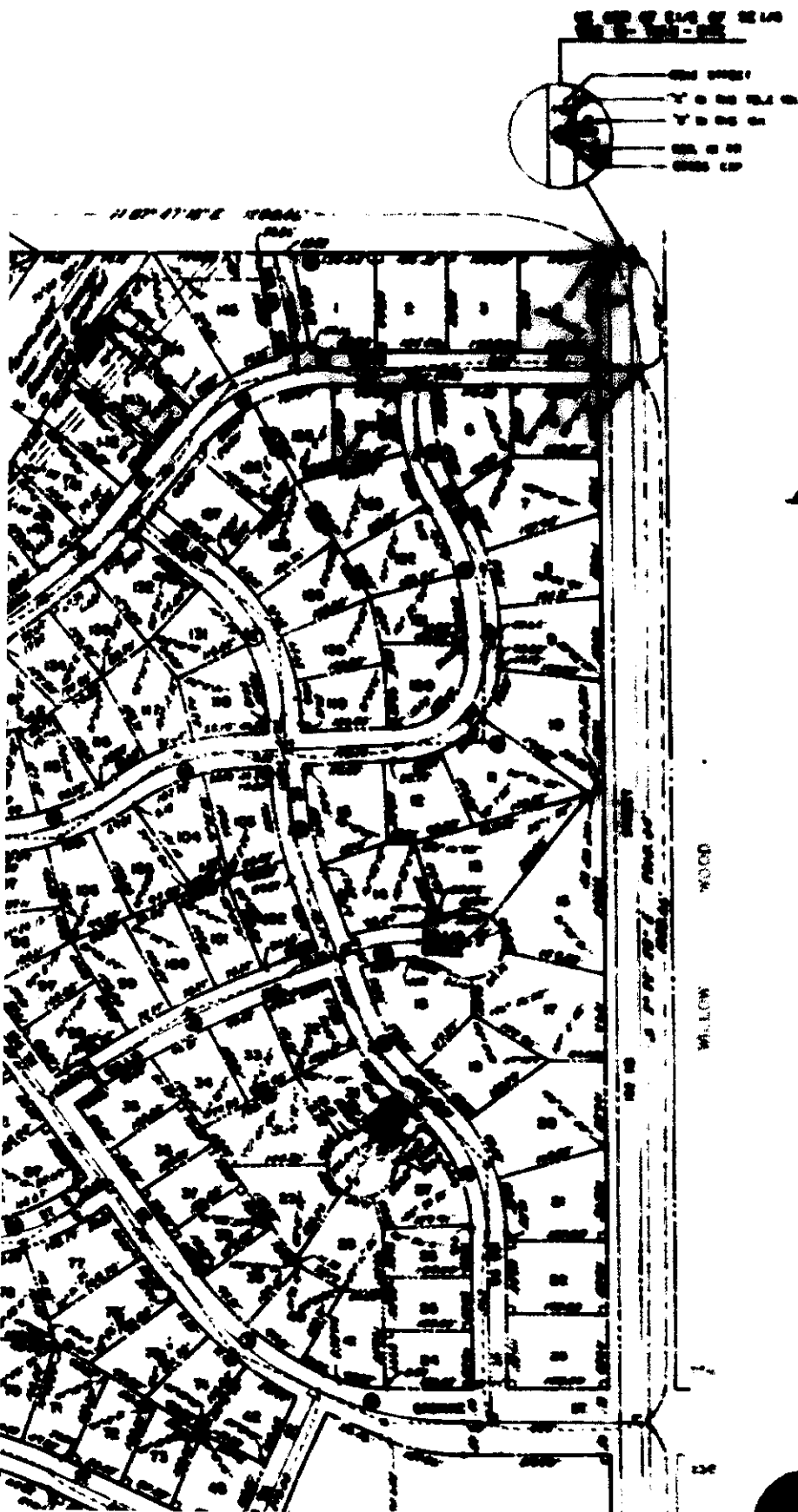
References

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2 OF THE SE 1/4 OF SECTION 12,
15 NORTH, RANGE 11 EAST
3 COUNTY, NEBRASKA

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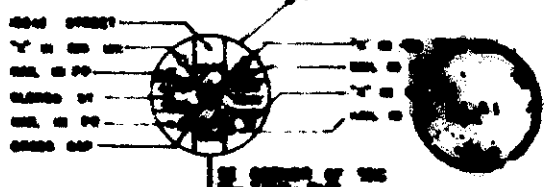


TABLE 1 - CURVE DATA

1	Δ = 30°12'30"	11	Δ = 11°54'30"	21	Δ = 30°12'30"
2	Δ = 30°12'30"	12	Δ = 30°12'30"	22	Δ = 30°12'30"
3	Δ = 30°12'30"	13	Δ = 30°12'30"	23	Δ = 30°12'30"
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6	Δ = 30°12'30"	16	Δ = 30°12'30"	26	Δ = 30°12'30"
7	Δ = 30°12'30"	17	Δ = 30°12'30"	27	Δ = 30°12'30"
8	Δ = 30°12'30"	18	Δ = 30°12'30"	28	Δ = 30°12'30"
9	Δ = 30°12'30"	19	Δ = 30°12'30"	29	Δ = 30°12'30"
10	Δ = 30°12'30"	20	Δ = 30°12'30"	30	Δ = 30°12'30"
11	Δ = 30°12'30"	21	Δ = 30°12'30"	31	Δ = 30°12'30"
12	Δ = 30°12'30"	22	Δ = 30°12'30"	32	Δ = 30°12'30"
13	Δ = 30°12'30"	23	Δ = 30°12'30"	33	Δ = 30°12'30"
14	Δ = 30°12'30"	24	Δ = 30°12'30"	34	Δ = 30°12'30"
15	Δ = 30°12'30"	25	Δ = 30°12'30"	35	Δ = 30°12'30"
16	Δ = 30°12'30"	26	Δ = 30°12'30"	36	Δ = 30°12'30"
17	Δ = 30°12'30"	27	Δ = 30°12'30"	37	Δ = 30°12'30"
18	Δ = 30°12'30"	28	Δ = 30°12'30"	38	Δ = 30°12'30"
19	Δ = 30°12'30"	29	Δ = 30°12'30"	39	Δ = 30°12'30"
20	Δ = 30°12'30"	30	Δ = 30°12'30"	40	Δ = 30°12'30"
21	Δ = 30°12'30"	31	Δ = 30°12'30"	41	Δ = 30°12'30"
22	Δ = 30°12'30"	32	Δ = 30°12'30"	42	Δ = 30°12'30"
23	Δ = 30°12'30"	33	Δ = 30°12'30"	43	Δ = 30°12'30"
24	Δ = 30°12'30"	34	Δ = 30°12'30"	44	Δ = 30°12'30"
25	Δ = 30°12'30"	35	Δ = 30°12'30"	45	Δ = 30°12'30"
26	Δ = 30°12'30"	36	Δ = 30°12'30"	46	Δ = 30°12'30"
27	Δ = 30°12'30"	37	Δ = 30°12'30"	47	Δ = 30°12'30"
28	Δ = 30°12'30"	38	Δ = 30°12'30"	48	Δ = 30°12'30"
29	Δ = 30°12'30"	39	Δ = 30°12'30"	49	Δ = 30°12'30"
30	Δ = 30°12'30"	40	Δ = 30°12'30"	50	Δ = 30°12'30"

NOTES: 1) All curve data to be used on the site.
2) All distances along the road are to be measured along the center line.
3) All data are for the right of way of the road.

469

SHOULD BE MAINTAINED IN THE RECORDS OF THE ROAD DISTRICT. 31

SUNRIDGE

(LOTS 1 THRU 153 INCL)

PART OF THE E 1/2 OF THE SE
TOWNSHIP 15 NORTH, RANGE
DOUGLAS COUNTY, NE

1984

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That we John R. Mueser, President and Robert P. Morgan, Secretary of the Sunridge Development Company, a Nebraska Corporation, and John R. Mueser, Robert P. Morgan, Robert B. Sharpe, William C. Stuart, and Robert L. Bierendoff, sole owners and proprietors of the land enclosed within this plat and described in the Surveyor's Certificate, have caused the same to be subdivided into lots and streets, said subdivision to be known as SUNRIDGE, the lots to be numbered as shown (lots 1 through 153 inclusive), and we approve the disposition of the property as shown on this plat and we hereby dedicate to the public for the public use the streets, circles, avenues and driveways as shown herein and we do also grant the easements shown on the plat to the agencies designated and their assigns for the purposes noted. We do further grant a perpetual license in favor of and granting to the Omaha Public Power District, and any company which has been granted a franchise to provide a Cable Television system within the boundaries of this plat, and the Metropolitan Bell Telephone Company their successors and assigns, to erect and operate, maintain, repair and renew underground cables or conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and to lay down wire for the carrying and transmission of electric current for light, heat, power and for the transmission of signals and sounds of all kinds including signals provided by a Cable Television System, and the reception and, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of all lots; an eight (8) foot wide strip of land abutting the rear boundary line of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the described addition. The sixteen (16) foot wide easement will be reduced to eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights here in granted.

IN WITNESS WHEREOF, we do hereby set our hands this
day of July, 1984 A.D.

FOR SUNRIDGE DEVELOPMENT COMPANY, A NEBRASKA CORPORATION

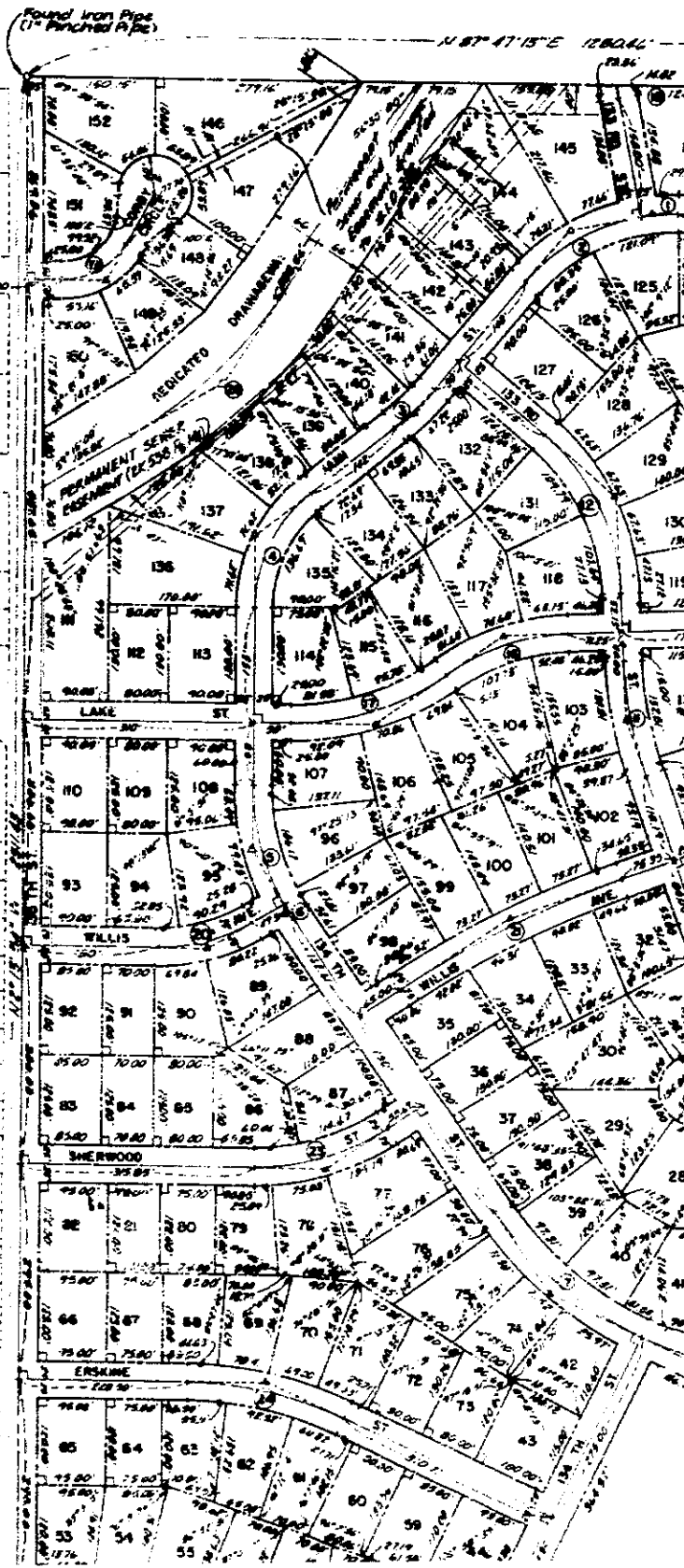
John R. Mueser Robert P. Morgan
John R. Mueser, President Robert P. Morgan, Secretary

FOR
John R. Mueser Robert P. Morgan
John R. Mueser, President Robert P. Morgan, Secretary
Robert B. Sharpe William C. Stuart
Robert B. Sharpe William C. Stuart
Robert L. Bierendoff
Robert L. Bierendoff

CORPORATION ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas



and a sixteen (16) foot wide strip of land abutting the rear boundary line of all exterior lots that are not adjacent to the street defined as those lots forming the outer perimeter of the described addition. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded. No further grant, a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac street. No permanent buildings or retaining walls shall be placed in the above described easement strip, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights here in granted.

IN WITNESS WHEREOF, we do hereby set our hands this 16th day of July, 1984 A.D.

FOR SUMMIT DEVELOPMENT COMPANY, A Nebraska Corporation

John R. Hansen President
Robert F. Morgan Secretary

FOR

John R. Hansen
Robert F. Morgan
Robert D. Shreve
William C. Stunt
Robert L. Nicolson

CORPORATION ACKNOWLEDGMENT

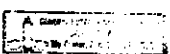
STATE OF Nebraska

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COUNTY OF Douglas

On this 9th day of July, 1984, A.D., before me a Notary Public in and for said County, personally came the above named John R. Hansen, President, and Robert F. Morgan, Secretary of the SUMMIT DEVELOPMENT COMPANY, A Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the instrument as President, and Secretary of said Corporation, and they acknowledge the execution thereof to be their voluntary act and deed as such officers and voluntary act and deed of said Corporation and the Corporate Seal of said Corporation was hereto affixed by its authority.

Witness my hand and official seal the last date aforesaid.



John L. Allen
Notary Public

My commissions expire on the 17th day of October, 1985, A.D.

ACKNOWLEDGMENT OF NOTARY

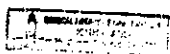
STATE OF Nebraska

SS

COUNTY OF Douglas

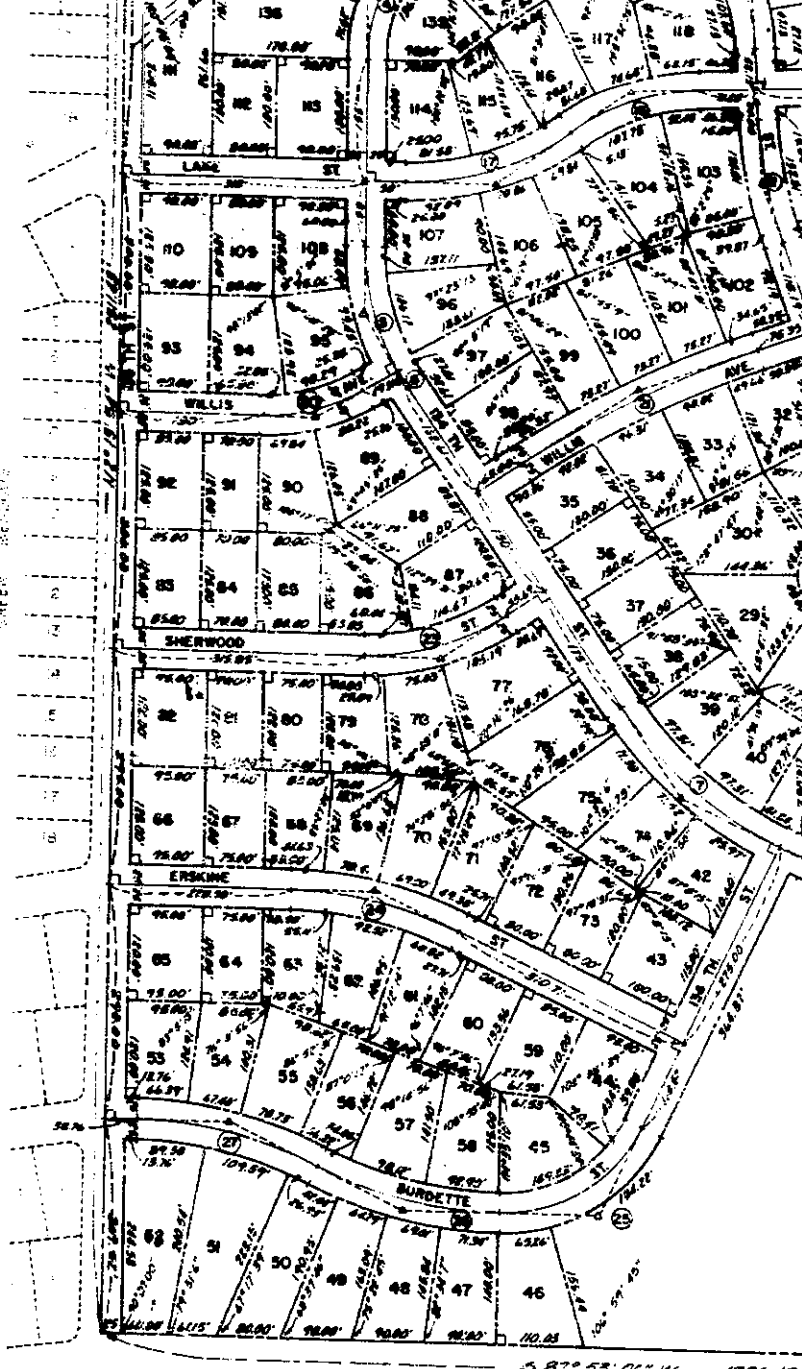
On this 9th day of July, 1984, A.D., before me a Notary Public in and for said County, personally came the above named John R. Hansen, President, Robert F. Morgan, Secretary of the SUMMIT DEVELOPMENT COMPANY, A Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the instrument as President, and Secretary of said Corporation, and they acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and official seal the last date aforesaid.



John L. Allen
Notary Public

My commission expires on the 17th day of October, 1985, A.D.



CENTER LINE CURVE DATA

1) $\Delta = 10^{\circ}42'24''$ $D = 21^{\circ}37'16''$ $R = 265.00'$ $T = 24.83'$ $L = 19.52'$	2) $\Delta = 39^{\circ}17'36''$ $D = 21^{\circ}37'16''$ $R = 265.00'$ $T = 94.60'$ $L = 181.74'$	3) $\Delta = 11^{\circ}53'52''$ $D = 16^{\circ}22'13''$ $R = 350.00'$ $T = 36.47'$ $L = 72.68'$	4) $\Delta = 30^{\circ}35'34''$ $D = 11^{\circ}27'33''$ $R = 500.00'$ $T = 135.19'$ $L = 284.06'$
5) $\Delta = 30^{\circ}50'48''$ $D = 19^{\circ}05'55''$ $R = 300.00'$ $T = 82.76'$ $L = 161.51'$	6) $\Delta = 3^{\circ}45'02''$ $D = 19^{\circ}05'55''$ $R = 300.00'$ $T = 9.82'$ $L = 19.64'$	7) $\Delta = 30^{\circ}35'34''$ $D = 11^{\circ}27'33''$ $R = 500.00'$ $T = 135.19'$ $L = 284.06'$	8) $\Delta = 17^{\circ}00'00''$ $D = 10^{\circ}42'38''$ $R = 530.00'$ $T = 78.21'$ $L = 157.25'$
9) $\Delta = 45^{\circ}00'00''$ $D = 22^{\circ}55'06''$ $R = 250.00'$ $T = 103.55'$ $L = 196.35'$	10) $\Delta = 25^{\circ}10'12''$ $D = 19^{\circ}05'55''$ $R = 300.00'$ $T = 9.82'$ $L = 19.64'$	11) $\Delta = 17^{\circ}00'00''$ $D = 10^{\circ}42'38''$ $R = 530.00'$ $T = 78.21'$ $L = 157.25'$	12) $\Delta = 47^{\circ}10'12''$ $D = 45^{\circ}50'12''$ $R = 125.00'$ $T = 118.87'$ $L = 190.38'$
13) $\Delta = 31^{\circ}25'41''$ $D = 20^{\circ}50'05''$ $R = 275.00'$ $T = 77.17'$ $L = 150.84'$	14) $\Delta = 31^{\circ}16'05''$ $D = 5^{\circ}04'40''$ $R = 380.00'$ $T = 106.34'$ $L = 207.38'$	15) $\Delta = 47^{\circ}10'12''$ $D = 45^{\circ}50'12''$ $R = 125.00'$ $T = 118.87'$ $L = 190.38'$	16) $\Delta = 61^{\circ}03'59''$ $D = 57^{\circ}17'45''$ $R = 100.00'$ $T = 59.06'$ $L = 106.70'$
17) $\Delta = 36^{\circ}21'06''$ $D = 16^{\circ}22'13''$ $R = 350.00'$ $T = 114.91'$ $L = 222.04'$	18) $\Delta = 10^{\circ}42'24''$ $D = 57^{\circ}17'45''$ $R = 100.00'$ $T = 9.37'$ $L = 18.67'$	19) $\Delta = 61^{\circ}03'59''$ $D = 57^{\circ}17'45''$ $R = 100.00'$ $T = 59.06'$ $L = 106.70'$	20) $\Delta = 34^{\circ}35'50''$ $D = 18^{\circ}11'21''$ $R = 315.00'$ $T = 98.10'$ $L = 198.21'$
21) $\Delta = 10^{\circ}37'32''$ $D = 4^{\circ}22'25''$ $R = 1330.00'$ $T = 159.11'$ $L = 334.36'$	22) $\Delta = 22^{\circ}08'28''$ $D = 23^{\circ}23'10''$ $R = 245.00'$ $T = 47.86'$ $L = 94.53'$	23) $\Delta = 34^{\circ}35'50''$ $D = 18^{\circ}11'21''$ $R = 315.00'$ $T = 98.10'$ $L = 198.21'$	24) $\Delta = 25^{\circ}54'32''$ $D = 10^{\circ}54'48''$ $R = 525.00'$ $T = 120.20'$ $L = 236.33'$
25) $\Delta = 64^{\circ}56'23''$ $D = 29^{\circ}22'57''$ $R = 195.00'$ $T = 124.16'$ $L = 221.13'$	26) $\Delta = 25^{\circ}47'32''$ $D = 10^{\circ}54'48''$ $R = 525.00'$ $T = 120.20'$ $L = 236.33'$	27) $\Delta = 25^{\circ}54'32''$ $D = 10^{\circ}54'48''$ $R = 525.00'$ $T = 120.20'$ $L = 236.33'$	28) $\Delta = 25^{\circ}54'32''$ $D = 10^{\circ}54'48''$ $R = 525.00'$ $T = 120.20'$ $L = 236.33'$

NOTES: 1) All curve data is based on the arc definition.
2) All distances along curves are arc lengths unless otherwise noted.
3) All iron pin set for this plat are or will be 1" x 24" plated pipe

PREPARED BY
KIRKHAM, MICHAEL & ASSOCIATES
ARCHITECTS ENGINEERS

Dated this 10th day of July, 1944, A.D.



SURVEYOR'S CERTIFICATE

I, John C. Raleigh, a Registered Land Surveyor in the State of Nebraska, do hereby certify that I have personally surveyed and set out the boundaries of this plot of land, and I have placed permanent iron pins at the corners of the plot, and I have placed a true point of beginning at the intersection of the center line of the plot and the center line of the street.

A tract of land being part of the One Acre 1/2 of the Southwest Quarter (SE 1/4) of Section 12, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, and being more particularly described as follows:

Commencing at the southeast corner of said Section 12, thence S 2° 22' 23" W (measured bearing), along the north line of said Section 12 (also the center line of the street) a distance of 120.00 feet; thence S 87° 47' 13" E, along the east line of said Section 12, a distance of 120.00 feet; thence S 87° 47' 13" E, along the east line of said Section 12, a distance of 120.00 feet to a line 30.00 feet wide, parallel to said east line of the SE 1/4 of Section 12, a distance of 120.00 feet to a line 30.00 feet wide, parallel to said east line of the SE 1/4 of Section 12, a distance of 120.00 feet to the true point of beginning; said tract contains 44.10 acres more or less.

(The above bearing is based on the State Plane Coordinate System as provided by the Douglas County Surveyor General.)

Dated this 10th day of July, 1944, A.D.



CITY ENGINEER'S CERTIFICATE

This plot of SURVISEE was reviewed by the Douglas County Surveyor's Office on this 10th day of July, 1944.

CITY ENGINEER'S CERTIFICATE

This is to certify that I find no regular or special charges due or delinquent against the property shown on this Surveyor's Certificate and entered in 1944, and as such on the records of this office.

Dated this 14th day of Sept., 1944, A.D.

APPROVAL OF CITY PLANNING BOARD

This plot of SURVISEE was approved by the City Planning Board of the City of Omaha this 10th day of August, 1944, A.D.

APPROVAL OF CITY ENGINEER OF ROAD

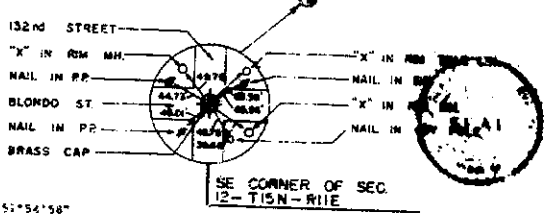
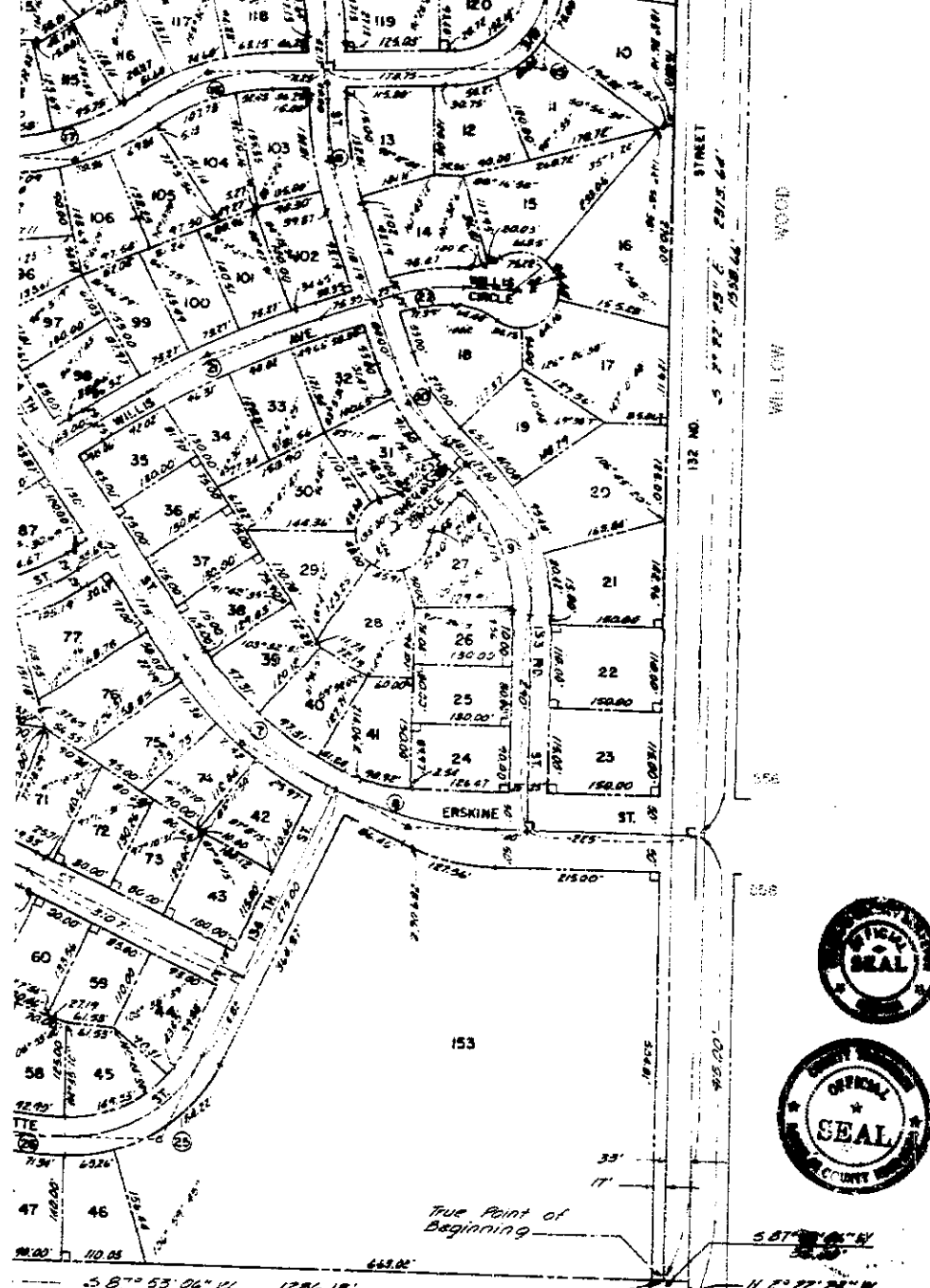
I hereby approve this plot of SURVISEE (containing 44.10 acres inclusive) as to the design standards this 10th day of August, 1944.

I hereby certify that duplicate proceedings have been made in compliance with Chapter 14.02 of the Official Code of Omaha this 10th day of August, 1944.

SEAL CITY COUNCIL RECORDS

This plot of SURVISEE was approved and recorded by the Council of Omaha this 10th day of August, 1944.

[Signatures]
CITY COUNCIL RECORDS



CENTER LINE CURVE DATA			
Δ = 39°17'36"	3)	Δ = 11°53'52"	4)
D = 21°37'18"		D = 16°22'13"	
R = 245.00'		R = 350.00'	
T = 94.60'		T = 36.67'	
L = 181.74'		L = 72.66'	
Δ = 3°45'02"	7)	Δ = 30°15'34"	8)
D = 19°05'55"		D = 11°27'33"	
R = 300.00'		R = 500.00'	
T = 9.84'		T = 135.19'	
L = 19.64'		L = 264.06'	
Δ = 25°10'12"	11)	Δ = 17°00'00"	12)
D = 19°05'55"		D = 10°24'38"	
R = 300.00'		R = 530.00'	
T = 66.98'		T = 74.21'	
L = 171.79'		L = 157.25'	
Δ = 31°24'05"	15)	Δ = 87°10'12"	16)
D = 5°04'40"		D = 45°50'12"	
R = 380.00'		R = 125.00'	
T = 106.34'		T = 118.37'	
L = 207.38'		L = 195.18'	
Δ = 10°42'24"	19)	Δ = 61°07'59"	20)
D = 57°17'45"		D = 57°17'45"	
R = 100.00'		R = 100.00'	
T = 9.37'		T = 58.04'	
L = 18.67'		L = 106.70'	
Δ = 22°06'28"	23)	Δ = 34°35'50"	24)
D = 23°23'10"		D = 18°11'12"	
R = 245.00'		R = 315.00'	
T = 47.86'		T = 94.10'	
L = 94.53'		L = 190.25'	
Δ = 25°41'12"	27)	Δ = 25°54'32"	28)
D = 10°54'48"		D = 10°54'48"	
R = 525.00'		R = 525.00'	
T = 120.20'		T = 120.77'	
L = 236.33'		L = 237.40'	

1) All curve data is based on the arc definition.
2) All distances along curves are arc lengths unless otherwise noted.
3) All iron pins set for this plot are or will be 1" x 24" pinched pipe

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
31 DAY OF December, 1944 AT 2:33 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS
\$82.00

FULLENKAMP, DOYLE & JOBEUN
11440 W. CENTER RD. 334-0700
OMAHA, NE 68144

A

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUNRIDGE TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by Celebrity Townhomes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Sunridge, the County of Sarpy, State of Nebraska, which is more particularly described as:

Sublot 1 of Lot 171, Sublots 5 - 17, inclusive, of Lot 172, Sublots 1 - 34, inclusive, of Lot 173, Sublots 1 - 17, inclusive, of Lot 174, and Sublots 1 - 13, inclusive, of Lot 175, all in SUNRIDGE, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Sunridge Townhome Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and excluding such properties that are hereafter be detached from jurisdiction of the Association by amendment to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Celebrity Townhomes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment 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.

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

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 holds an interest in any Lot,

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

B

all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on June 1, 2011.

ARTICLE III

Covenant for Maintenance 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 a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, 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, costs, and reasonable attorney's 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 his 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 recreation, health, safety, and welfare of the residents in the Properties and of the homes situated upon the Properties, including exterior maintenance as provided hereinafter and maintenance of park area and/or trails owned by or controlled by easement in favor of the Association or with the permission of any owner that is a public entity.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Three Hundred Twenty dollars (\$1,320.00) per Lot. For the purposes of determining the amount of the maximum annual assessment, any assessments or charges levied pursuant to Article III, Section 7 and/or Article IV, Section 2 shall not be included.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

C

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as provided for in Article III, Section 7 and Article IV, Section 2, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis, as may be established by the Board.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the sole discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The assessments may be collected on a monthly or other periodic basis by the Association. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 7. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Lots based upon the total number of Lots, however, vacant lots shall not be assessed but shall be maintained by the owners. Assessments may be apportioned against Lots where inordinate wear, tear and/or damage occurs to the items to be maintained by the Association due to the fault or negligence of a Lot owner.

Section 8. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association or a designated agent 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 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear the maximum rate of interest allowable by law. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Lot.

Section 10. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

ARTICLE IV **Exterior Maintenance**

The Association may provide exterior maintenance upon each Lot as set forth hereinafter.

Section 1. Assessments levied against each Lot, as defined in Article I, Section 4, may be assessed for, but not limited to, the following:

D

(a) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping or other improvements as originally installed by the builder, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.

(b) Operation and maintenance of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's costs resulting from such interference may be assessed against such Owner's Lot. Owner shall remain liable for any damage caused to such system by any act or omission of such Owner or Owner's invitee, licensee or guest;

- (c) Painting of the exterior of each dwelling upon each Lot;
- (d) Providing trash pickup service for each Lot;
- (e) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (f) Maintaining any mailboxes upon the Properties;
- (g) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Association.

Section 2. With the exception of improvements to Common Area and any duties undertaken pursuant to section 1 of this Article, the Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems, fences or other improvements to the Properties, but may, at its discretion, in the event that any Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings and any other improvements erected thereon, including, but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE V

Architectural Control

E

No fence shall be commenced, erected or maintained upon the Properties, except fences erected by the Developer or Declarant. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Association. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to act shall be deemed disapproval. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.

ARTICLE VI

Party Walls

Section 1. Each wall which is built as part of the original construction of any dwelling upon the Lots, and which is placed on the dividing line between any adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repairs and maintenance of any party wall shall be shared by the owners who make use of such party wall in proportion to the length of each Lot and party wall.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner or owners shall thereafter make use of such party wall, such other owners or owners shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner or owners to call for a larger contribution from other owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and repair of damage caused by the elements.

Section 5. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each owner involved shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and all owners shall be bound by any decision arrived at by a majority of all such arbitrators. Arbitration shall be governed by the terms of the Uniform Arbitration Act, to the extent consistent with the foregoing provisions.

F

ARTICLE VII
General Restrictions and Other Provisions

Section 1. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

(a) Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots or any other commercial activity on the Properties, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Properties, or, without the prior written authorization of the Association, shall any "For Sale" or "For Rent" signs be displayed by any Person, firm or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section is intended to restrict the right of any Lot Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Lots shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, other than non-exotic household pets. All pets shall be leashed when outside of the residential structure and patio area. No such pets shall be kept, bred, or maintained for any commercial purposes. The Board of Directors of the Association shall make reasonable rules and regulations for the accommodation of pets.

(c) No fences, except those erected by the Developer, or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties.

(d) No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant.

(e) Except as placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots, no sign, billboards, unsightly objects, or nuisances shall be erected, place, or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way

6

or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof.

(f) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the right to require all owners to place trash and garbage in containers located in areas as may be designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or garbage shall be stored indoors or screened from view of any public street and/or sidewalk except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.

(g) No machinery or equipment of any kind shall be placed, operated or maintained upon the Properties, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Property, and except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Area.

(h) No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any of the Lots.

(i) No television antenna or radio receiver, satellite dish exceeding 18" in diameter, or other similar device shall be attached to or installed on any Lot, unless contained entirely within the interior of a dwelling or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Properties.

(j) No improper, offensive, or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

(k) No salt or de-icing material shall be utilized, at any time, on any driveway, sidewalk, stoop or step within the Properties.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

ARTICLE VIII

Access

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE IX

Insurance

Section 1. Townhome Owner's All-Risk Insurance. Each Owner shall procure and maintain all-risk coverage insurance for the Owner's Lot and improvements thereon in amounts satisfactory to the Association. Proof of insurance shall be submitted annually to the Association according to the rules and regulations established by the Association.

Section 2. Liability Insurance. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE X

Utility, Pipeline and Other Easements

1. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest, and any company which has been franchised to provide cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines, except those side boundary lines which are occupied by the common wall between the duplex units; an eight-foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and a perpetual easement is hereby granted to the Metropolitan Utilities District and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets, avenues and circles, whether public or private;

No permanent buildings or retaining walls shall be placed in the said easement ways, but, if not contrary to the easement granted, the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

2004-05058 I

ARTICLE XI
General Provisions

Section 1. Enforcement. The Association, 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 Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 (20) 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 changed, altered, modified or otherwise amended during the first twenty (20) year period by the Declarant, in its sole and absolute discretion, which shall include but not be limited to the right to remove or otherwise detach any Lot or Lots from this Declaration and from the jurisdiction of the Association for the purpose of converting the use of said Lot or Lots to single family residential use and, if applicable, including such Lot or Lots in the single family homeowners association created by Declarant. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by the Declarant, in its sole and absolute discretion, or with the consent of two-thirds (2/3) of the members of the Association.

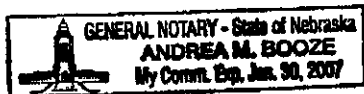
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of FEBRUARY 2004.

CELEBRITY TOWNHOMES, INC., a Nebraska corporation, Declarant

By: [Signature]
Chad Larsen, Vice-President

State of Nebraska)
) ss.
County of Douglas)

Before me, a Notary Public, in and for said county and state, personally came Chad Larsen, President of Celebrity Townhomes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.



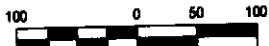
[Signature]
Notary Public

2003-65249

SUNRIDGE

LOT 171, SUBLOT 1; LOT 172, SUBLOTS 1 THRU 17 INCLUSIVE; LOT 173,
SUBLOTS 1 THRU 34 INCLUSIVE; LOT 174, SUBLOTS 1 THRU 32 INCLUSIVE;
LOT 175, SUBLOTS 1 THRU 13 INCLUSIVE; AND LOT 176.

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 17,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY CO., NEBRASKA.



SURVEYOR'S CERTIFICATE

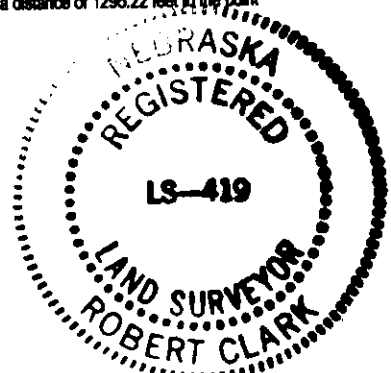
I hereby certify that I have surveyed the property shown on this plat and that all dimensions have been computed for all lots and streets in Sunridge (the lots numbered as shown) being a platting of part of the East 1/2 of the NE 1/4 of Section 17, Township 14 North, Range 11 East of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of the NE 1/4 of Section 17; thence S02°29'31"E (Assumed bearing) along the East line of said NE 1/4 of Section 17, a distance of 1331.44 feet to the point of intersection of said East line of the NE 1/4 of Section 17 and the Easterly extension of the Northerly right-of-way line of Josephine Street; thence along said Easterly extension of and the Northerly right-of-way line of Josephine Street on the following described courses; thence S87°30'29"W, a distance of 150.00 feet; thence Southwesterly on a curve to the left with a radius of 500.00 feet, a distance of 100.17 feet, said curve having a long chord which bears S81°46'08"W, a distance of 100.00 feet; thence S76°01'47"W, a distance of 33.42 feet; thence Westerly on a curve to the right with a radius of 417.43 feet, a distance of 83.63 feet, said curve having a long chord which bears S81°46'08"W, a distance of 83.49 feet; thence Northwesterly on a curve to the right with a radius of 250.85 feet, a distance of 148.84 feet, said curve having a long chord which bears N75°29'39"W, a distance of 146.86 feet; thence Westerly on a curve to the left with a radius of 320.00 feet, a distance of 189.54 feet, said curve having a long chord which bears N75°27'53"W, a distance of 186.78 feet; thence S87°34'02"W, a distance of 615.14 feet to the Northwest corner of said Josephine Street right-of-way; thence N01°54'49"W, a distance of 158.99 feet; thence N02°19'08"W, a distance of 369.30 feet; thence N02°12'41"W, a distance of 410.55 feet; thence N02°33'25"W, a distance of 66.26 feet; thence N02°56'48"W, a distance of 64.89 feet; thence N02°29'04"W, a distance of 175.30 feet to a point on the North line of said NE 1/4 of Section 17; thence N86°56'04"E along said North line of the NE 1/4 of Section 17, a distance of 1296.22 feet to the point of beginning.

Said tract of land contains an area of 1,657,262 square feet or 38.275 acres, more or less.

Robert Clark, LS-419

Nov. 4, 2003
Date



DEDICATION

Know all men by these presents that we, CELEBRITY TOWNHOMES, INC., owners of the property described in the Certification of Survey and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as SUNRIDGE (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use, the streets, avenues and circles, and we do hereby grant easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets, avenues, and circles, whether public or private. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In Witness whereof, we do set our hands.
CELEBRITY TOWNHOMES, INC.

Chad Larsen, Vice President

ACKNOWLEDGEMENT OF NOTARY

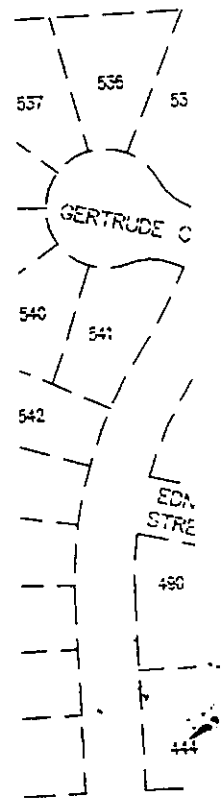
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 4 day of Nov, 2003, before me, the undersigned, a Notary Public in and for said County, personally came

LOT 2
BECK ADDITION

C.E.
D.E.
RK
W
D

CASH
CREDIT
NCR



SEPHINE
TREET

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



SUNRIDGE

7130 SOUTH 28TH STREET SUITE 11

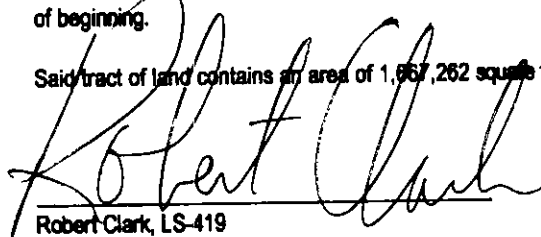
BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 17,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY CO., NEBRASKA.

SURVEYOR'S CERTIFICATE

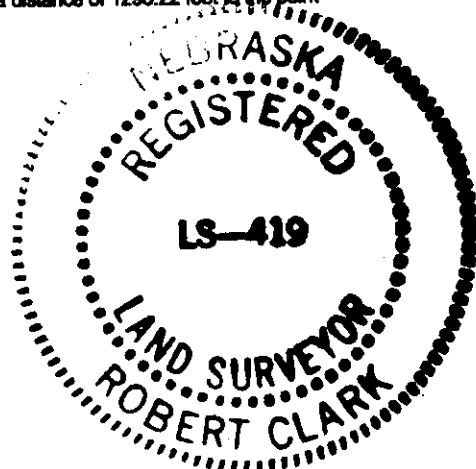
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Said tract of land contains an area of 1,667,262 square feet or 38.275 acres, more or less.


Robert Clark, LS-419

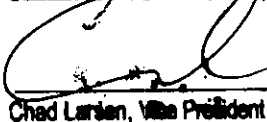
Nov. 4, 2003
Date



DEDICATION

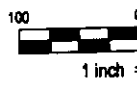
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In Witness whereof, we do set our hands.
CELEBRITY TOWNHOMES, INC.


Chad Larsen, Vice President

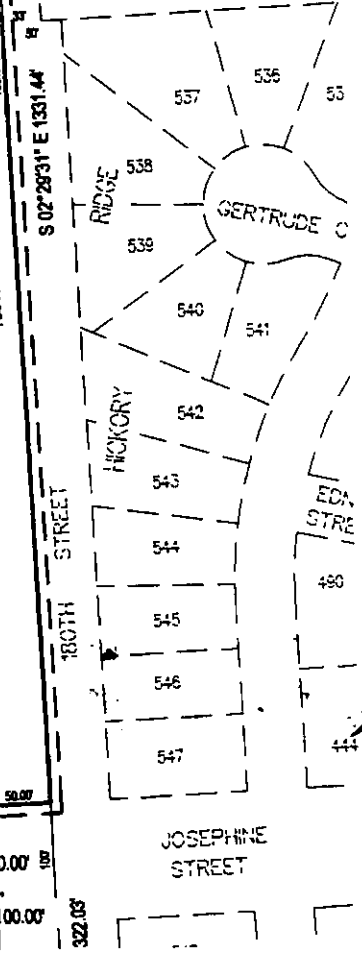
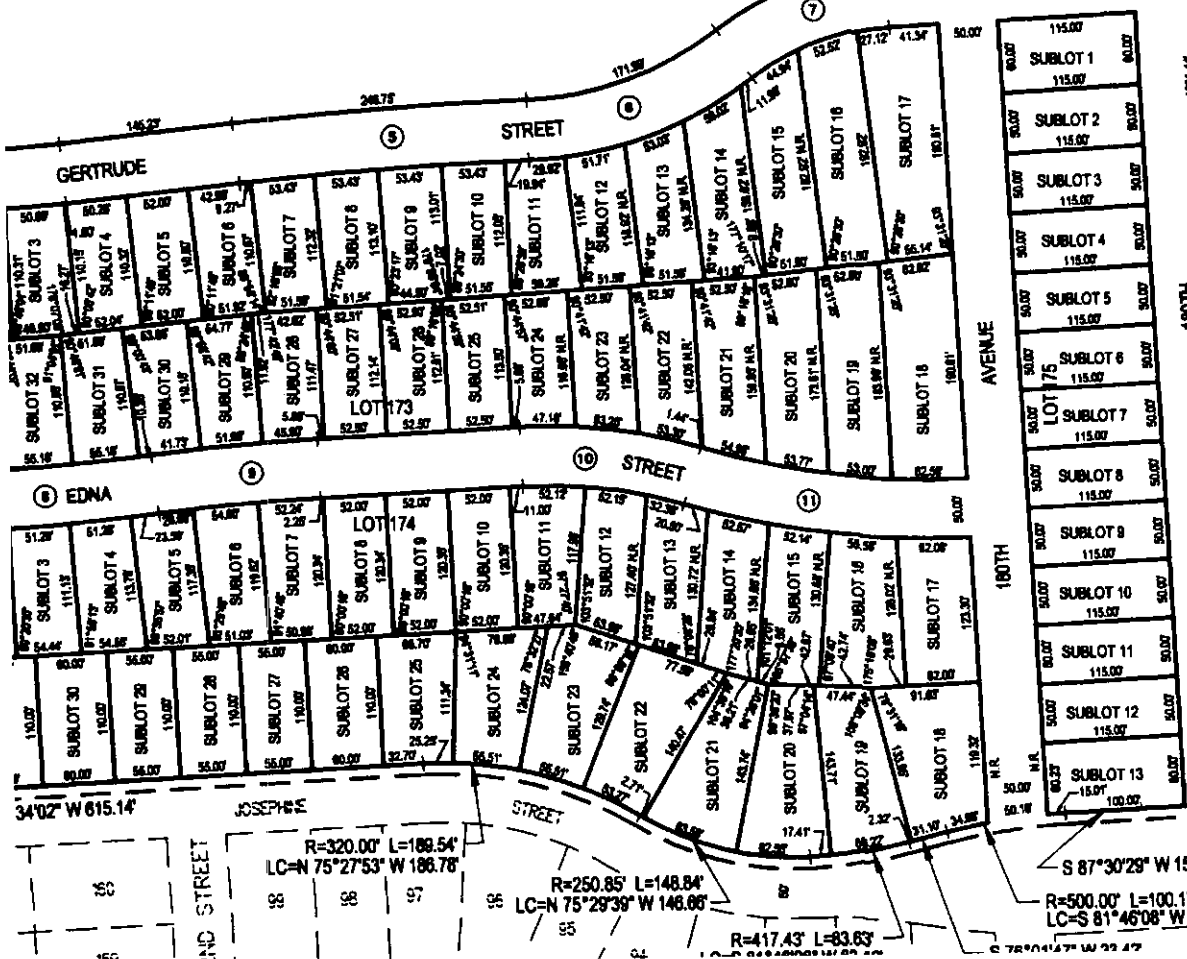
11-5-2003 11:11 AM
2003-05249

LOT 2
FALCON RIDGE
LOT 1
HARRISON STREET
N 86°56'04" E 1295.22'
HARRISON STREET
1285.22'
1108.40'
PERMANENT UTILITY EASEMENT GRANTED TO METROPOLITAN UTILITIES DISTRICT INSTRUMENT NO. 94-14529
POINT OF BEGINNING
NORTHEAST CORNER OF THE NE 1/4 OF SECTION 17-T14N-R11E



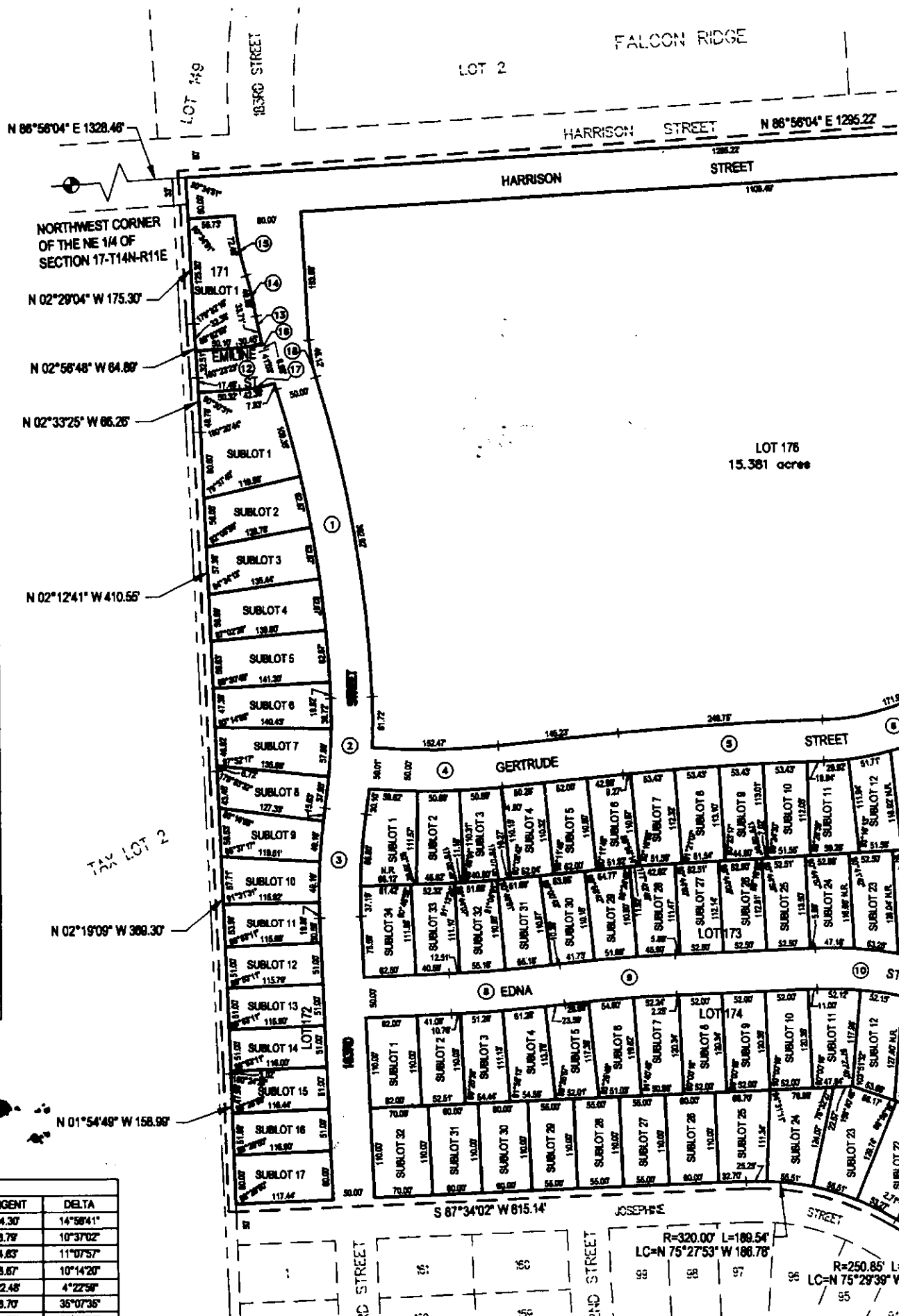
LOT 178
15.381 acres

LOT 2
PLAMBECK ADDITION
COUNTY SN C.E.
VERIFY LM D.E.
PROOF LM
FEES \$ 6450
CHECK#
CHG EACG CASH
REFUND CREDIT
S. INT. NCR



AREA	LOT#	AREA
0,585 sq.ft.	174SL1	6,620 sq.ft.
2,879 sq.ft.	174SL2	5,740 sq.ft.
7,482 sq.ft.	174SL3	5,838 sq.ft.
7,915 sq.ft.	174SL4	5,940 sq.ft.
8,222 sq.ft.	174SL5	6,020 sq.ft.
8,388 sq.ft.	174SL6	6,281 sq.ft.
7,332 sq.ft.	174SL7	6,333 sq.ft.
7,241 sq.ft.	174SL8	6,258 sq.ft.
8,798 sq.ft.	174SL9	6,258 sq.ft.
6,665 sq.ft.	174SL10	6,258 sq.ft.
6,286 sq.ft.	174SL11	6,624 sq.ft.
6,008 sq.ft.	174SL12	6,408 sq.ft.
5,903 sq.ft.	174SL13	6,728 sq.ft.
5,908 sq.ft.	174SL14	6,869 sq.ft.
5,913 sq.ft.	174SL15	6,932 sq.ft.
5,927 sq.ft.	174SL16	8,214 sq.ft.
5,950 sq.ft.	174SL17	7,701 sq.ft.
7,030 sq.ft.	174SL18	9,864 sq.ft.
7,342 sq.ft.	174SL19	8,019 sq.ft.
5,950 sq.ft.	174SL20	8,523 sq.ft.
5,912 sq.ft.	174SL21	8,549 sq.ft.
5,728 sq.ft.	174SL22	8,868 sq.ft.
5,741 sq.ft.	174SL23	8,585 sq.ft.
5,780 sq.ft.	174SL24	7,849 sq.ft.
6,856 sq.ft.	174SL25	6,886 sq.ft.
5,919 sq.ft.	174SL26	6,800 sq.ft.
5,937 sq.ft.	174SL27	6,050 sq.ft.
5,910 sq.ft.	174SL28	6,060 sq.ft.
6,083 sq.ft.	174SL29	6,060 sq.ft.
5,910 sq.ft.	174SL30	6,800 sq.ft.
6,482 sq.ft.	174SL31	6,800 sq.ft.
7,508 sq.ft.	174SL32	7,700 sq.ft.
8,854 sq.ft.	175SL1	6,900 sq.ft.
9,736 sq.ft.	175SL2	5,750 sq.ft.
1,888 sq.ft.	175SL3	5,750 sq.ft.
1,743 sq.ft.	175SL4	5,750 sq.ft.
9,408 sq.ft.	175SL5	5,750 sq.ft.
8,747 sq.ft.	175SL6	5,750 sq.ft.
7,920 sq.ft.	175SL7	5,750 sq.ft.
7,007 sq.ft.	175SL8	5,750 sq.ft.
6,343 sq.ft.	175SL9	5,750 sq.ft.
6,064 sq.ft.	175SL10	5,750 sq.ft.
5,941 sq.ft.	175SL11	5,750 sq.ft.
5,905 sq.ft.	175SL12	5,750 sq.ft.
5,870 sq.ft.	175SL13	6,901 sq.ft.
5,912 sq.ft.	176	870,014 sq.ft.

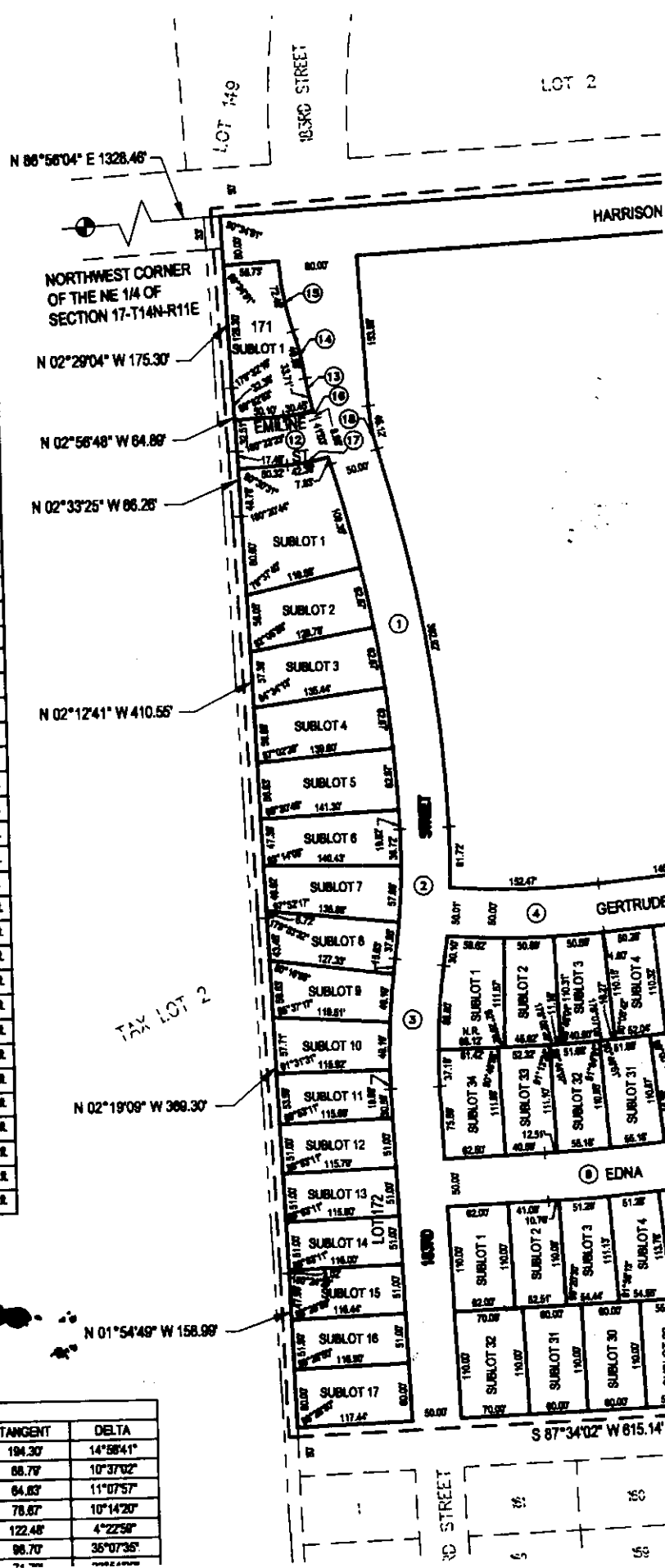
CENTER-LINE CURVE TABLE			
RADIUS	LENGTH	TANGENT	DELTA
1478.00'	386.38'	194.30'	14°58'41"
740.37'	137.19'	68.79'	10°37'02"
863.13'	126.84'	64.63'	11°07'57"
876.14'	158.93'	78.87'	10°14'20"
3200.85'	244.84'	122.48'	4°22'58"
305.53'	187.31'	96.70'	35°07'35"



LOT#	AREA
171SL1	10,585 sq.ft.
172SL1	12,879 sq.ft.
172SL2	7,462 sq.ft.
172SL3	7,915 sq.ft.
172SL4	8,222 sq.ft.
172SL5	8,388 sq.ft.
172SL6	7,332 sq.ft.
172SL7	7,241 sq.ft.
172SL8	6,795 sq.ft.
172SL9	6,595 sq.ft.
172SL10	6,288 sq.ft.
172SL11	6,008 sq.ft.
172SL12	5,903 sq.ft.
172SL13	5,908 sq.ft.
172SL14	5,913 sq.ft.
172SL15	5,827 sq.ft.
172SL16	5,960 sq.ft.
172SL17	7,030 sq.ft.
173SL1	7,342 sq.ft.
173SL2	5,960 sq.ft.
173SL3	5,912 sq.ft.
173SL4	5,726 sq.ft.
173SL5	5,741 sq.ft.
173SL6	5,780 sq.ft.
173SL7	5,856 sq.ft.
173SL8	5,919 sq.ft.
173SL9	5,937 sq.ft.
173SL10	5,910 sq.ft.
173SL11	6,083 sq.ft.
173SL12	5,910 sq.ft.
173SL13	6,482 sq.ft.
173SL14	7,506 sq.ft.
173SL15	8,854 sq.ft.
173SL16	9,735 sq.ft.
173SL17	11,886 sq.ft.
173SL18	11,743 sq.ft.
173SL19	9,406 sq.ft.
173SL20	8,747 sq.ft.
173SL21	7,920 sq.ft.
173SL22	7,007 sq.ft.
173SL23	6,343 sq.ft.
173SL24	6,084 sq.ft.
173SL25	5,941 sq.ft.
173SL26	5,905 sq.ft.
173SL27	5,870 sq.ft.
173SL28	5,912 sq.ft.
173SL29	5,874 sq.ft.
173SL30	5,844 sq.ft.
173SL31	5,933 sq.ft.
173SL32	5,938 sq.ft.
173SL33	5,977 sq.ft.
173SL34	7,007 sq.ft.

LOT#	AREA
174SL1	8,820 sq.ft.
174SL2	5,740 sq.ft.
174SL3	5,838 sq.ft.
174SL4	5,940 sq.ft.
174SL5	6,020 sq.ft.
174SL6	6,261 sq.ft.
174SL7	6,333 sq.ft.
174SL8	6,258 sq.ft.
174SL9	6,258 sq.ft.
174SL10	6,258 sq.ft.
174SL11	6,824 sq.ft.
174SL12	6,408 sq.ft.
174SL13	6,728 sq.ft.
174SL14	6,889 sq.ft.
174SL15	6,932 sq.ft.
174SL16	8,214 sq.ft.
174SL17	7,701 sq.ft.
174SL18	9,864 sq.ft.
174SL19	8,019 sq.ft.
174SL20	8,523 sq.ft.
174SL21	8,548 sq.ft.
174SL22	8,888 sq.ft.
174SL23	8,585 sq.ft.
174SL24	7,848 sq.ft.
174SL25	6,888 sq.ft.
174SL26	6,800 sq.ft.
174SL27	6,050 sq.ft.
174SL28	6,050 sq.ft.
174SL29	6,050 sq.ft.
174SL30	6,800 sq.ft.
174SL31	6,800 sq.ft.
174SL32	7,700 sq.ft.
175SL1	6,900 sq.ft.
175SL2	5,750 sq.ft.
175SL3	5,750 sq.ft.
175SL4	5,750 sq.ft.
175SL5	5,750 sq.ft.
175SL6	5,750 sq.ft.
175SL7	5,750 sq.ft.
175SL8	5,750 sq.ft.
175SL9	5,750 sq.ft.
175SL10	5,750 sq.ft.
175SL11	5,750 sq.ft.
175SL12	5,750 sq.ft.
175SL13	6,801 sq.ft.
176	870,014 sq.ft.

CENTER-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	1478.08'	386.38'	194.30'	14°58'41"
2	740.37'	137.18'	68.78'	10°37'02"
3	883.13'	128.84'	64.83'	11°07'57"
4	878.14'	158.93'	78.67'	10°14'20"
5	3200.85'	244.84'	122.48'	4°22'58"
6	305.53'	187.31'	98.70'	35°07'35"



Model	100
Dimensions (H x W x D)	100 x 100 x 100
Weight	100
Material	100
Color	100
Finish	100
Accessories	100
Warranty	100
Price	100

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-37570
2001 NOV 14 P 12:12
Glenn J. Dunsing
REGISTER OF DEEDS

Counter ka
Verify sw
D.E. 3
Proof 5
Fee \$ 15.50
Ok ☒ Cash ☐ Chg ☐
9398

PERMANENT
AND TEMPORARY
EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this 7 day of November, 2001,
between CELEBRITY HOMES, INC., a Nebraska Corporation, ("Grantor") and
METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation,
("Grantee").

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other
valuable consideration, receipt of which is hereby acknowledged, does hereby grant to
Metropolitan Utilities District of Omaha, its successors and assigns, a permanent
easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any
time, pipelines for the transportation of water and all appurtenances thereto, including
but not limited to a round iron cover, and a temporary easement for construction
purposes, together with the right of ingress and egress on, over, under and through
lands described as follows:

Unplatted tracts of land bounded on the north by Harrison
Street ROW in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, T14N,
R11E of the 6th P.M., Sarpy County, Nebraska and being
described as follows:

TEMPORARY EASEMENT

The southerly fifteen (15') of the northerly fifty-eight feet (58')
of the westerly one thousand one hundred thirty-seven feet
(1,137') of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, T14N, R11E
of the 6th P.M., Sarpy County, Nebraska.

This temporary easement contains 0.391 of an acre, more or
less, and is shown on the drawing attached hereto and made
a part hereof by this reference.

PERMANENT EASEMENT

The southerly ten feet (10') of the northerly forty-three feet
(43') of the westerly one thousand one hundred thirty-seven
feet (1,137') of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, T14N,
R11E of the 6th P.M., in Sarpy County, Nebraska.

This permanent easement contains 0.261 of an acre, more or
less, and is shown on the drawing attached hereto and made
a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent and Temporary Easements and
Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and
assigns.

1. The Grantor and its successors and assigns shall not at any time erect,
construct or place on or below the surface of the permanent easement tract any building
or structure, except pavement and similar covering, and shall not permit anyone else to

Return to: Susan Dwyer
RAB *M.D.*
1723 Dwyer Street
Omaha, NE 68102

37570

do so, and, with respect to the temporary easement tract, the same prohibitions apply during the effective period of that temporary conveyance, which effective period shall commence upon the date of execution hereof and cease upon completion of the project contemplated herein.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes these Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

CELEBRITY HOMES, INC.
a Nebraska Corporation,
Grantor

By: 

Gale Larsen, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on November 7, 2001, by Gale Larsen, President of Celebrity Homes, Inc., on behalf of the corporation.


Notary Public



METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
WCP 8754

LAND OWNER
Celebrity Homes, Inc.
90 Gale Larson
P.O. Box 390485
OMAHA, NE 68137-0485

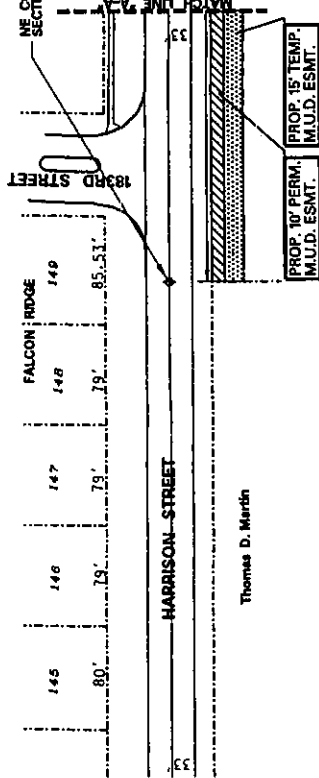
TOTAL ACRE
PERMANENT 0.261 ±
TOTAL ACRE
TEMPORARY 0.391 ±

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

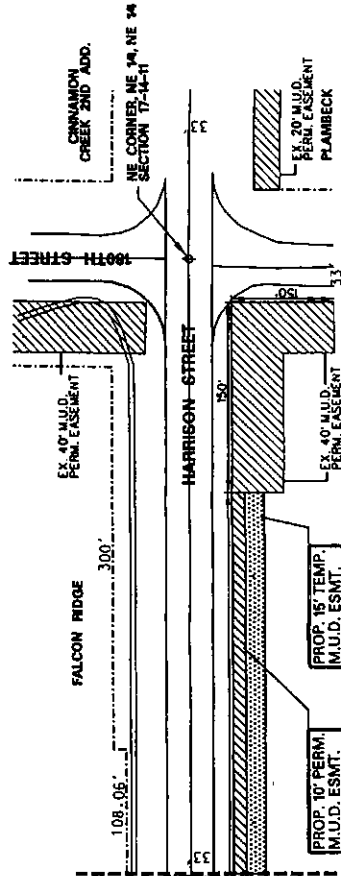
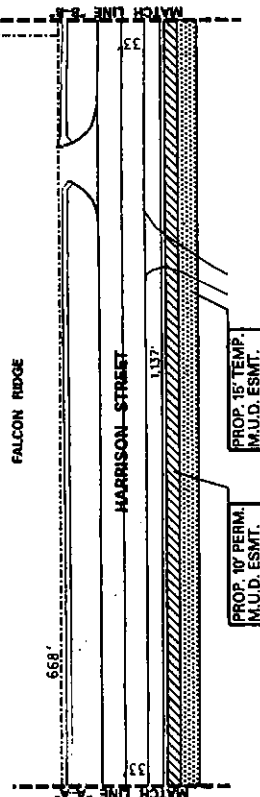
DRAWN BY DAS
DATE 6-13-2001
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHKD. BY
DATE
REV. APPROV. BY
DATE

NE CORNER NW 1/4, NE 1/4
SECTION 17-14-11



HARRISON STREET:
180TH STREET TO 189TH STREET
NO SCALE

Thomas D. Martin



CANNON
CREK 2ND ADD.

NE CORNER NE 1/4, NE 1/4
SECTION 17-14-11

Sun Ridge

Lot 171 Sublot 1
172 Sublot 1 #2 17

Plat and Dedication

Filed 11-5-03, in Book 2003 at Page 65249, Instrument No. _____

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

Lot 173 Sublot 1 thru 34
174 Sublot 1 thru 34
175 Sublot 1 thru 34
+ Lot 176

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

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

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

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

Any additional info,

- ☒ Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Filed 2-13-04, in Book 2004 at Page 05058, Instrument No. _____

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

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

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

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

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

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

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

Any additional info.

Covenant for maintenance assessment and Party
Wall

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

94-14529 Return of Appraiser filed 6-23-94
Part 4 Perm + Temp Easement Copy attached

01- Perm + Temp Ease R/W filed 11-14-01 Copy

Sunridge

Lot 14hr 153

Plat and Dedication

Filed 12-3-84, in Book 1746 at Page 594, 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

Filed 1-24-85, in Book 729 at Page 602, Instrument No. _____

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

SID # 328 Metropolitan Utilities Company
for utility, installation and maintenance

☒ on, over, through, under and across
or

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment ☒ ReState to Decl 729-602
Dated 2-15-85 Filed 2-19-85 Book 731 at Page 433, Instrument No. _____

Easement Same as above

Sunridge

lot 14th 153

Plat and Dedication

Filed 2-3-84, in Book 1446 at Page 594, 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

Filed 1-24-85, in Book 729 at Page 602, Instrument No. _____

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

SID # 328 Metropolitan Utilities Company
for utility, installation and maintenance

☒ on, over, through, under and across
or

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment and Re-state to Decl 729-602
Dated 2-15-85 Filed 2-19-85 Book 731 at Page 433, Instrument No. _____

Easement Same as above

Sunridge

Lot 14hr 153

Plat and Dedication

Filed 12-3-84, in Book 1746 at Page 594, 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

Filed 1-24-85, in Book 729 at Page 602, Instrument No. _____

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

SID # 378 Metropolitan Utilities Company
for utility, installation and maintenance

- ☒ on, over, through, under and across
or

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment and ReState to Decl 729-602
Dated 2-15-85 Filed 2-19-85 Book 731 at Page 433, Instrument No. _____

Easement Same as above

