

PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 2076 or for such longer period as may be expressly provided in this instrument:

Lots 1 through 187, 210, 211, 209, 223, 224 and 225 in Two Springs, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

1. If the present or future owner or owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate, so long as it exists and is the owner of any land that abuts said subdivision or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation or both.

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

3. Said lots shall be used only for residential purposes.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot

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761 Carl S. Hildebrand 6925
REGISTER OF DEEDS, SARPY COUNTY, NEB.

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free of trash and debris; and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.

5. No building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure or improvement have been submitted to Two Springs Development Corp., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot. Any single family residential building constituting a single story residence shall contain no less than 1,200 square feet of living area on the main floor; any two story residence shall contain no less than 1,000 square feet of living area on the main floor; any tri-level residence shall contain no less than 1,500 total square feet of living area; provided, that Two Springs Development Corp., specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision. Nothing contained in this paragraph or in Paragraph 6 shall be construed to permit any construction or improvement which is prohibited by the building restrictions contained in Paragraph 15 of these covenants.

6. The approval or disapproval of the undersigned, Two Springs Development Corp., or its assigns, as required in these

covenants, shall be in writing. Failure of Two Springs Development Corp., or its assigns, to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant, as shown on the submitted plan, shall operate to release such building plot from the provisions of Paragraph 5.

7. All garbage or trash cans outside of dwellings shall be screened from view so as not to be visible from surrounding lots or streets.

8. Automobiles and other self-propelled vehicles parked out of doors upon any of the lots above described or upon the streets in said subdivision, must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request of any owner of any of the lots above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored no closer to the street than the existing dwelling on any lot. Neither the dedicated street right of way located between the pavement and the lot line of any residentially zoned lot nor any unimproved lot shall be used for the parking of any vehicle, boat, camper or trailer.

9. All incinerators or trash burners shall be inside a separate enclosure and shall not be exposed to view from outside of such enclosure.

10. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of a lot unless the resulting parcel shall contain at least as much square footage of surface area as the smallest lot used in assembling the resulting parcel.

11. A perpetual license and easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power

District, and all public utility companies now or hereafter operating within said subdivision, and their successors and assigns, as provided in the recorded plat.

12. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 122 of Sarpy County, Nebraska, to the City of Bellevue, Nebraska and the County of Sarpy County, Nebraska, and their respective employees, representatives, successors and assigns and the respective employees and representatives of their successors and assigns, to enter upon the lots in said subdivision to construct, reconstruct, repair, maintain, improve and inspect each sewer, and to inspect the sewage thereof or therein.

13. Dwellings shall not be moved from outside of Two Springs to any lot within said subdivision.

14. All telephone and electric power service lines from property line to dwelling shall be underground.

15. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in said subdivision and, where applicable, all of the unplatted or other lands and areas within said subdivision.

A. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick, stone or stucco. All exposed side and rear concrete block masonry foundation walls must be painted. All driveways must be constructed of concrete, brick, asphalt or laid stone.

B. No woven-wire or chain link fences shall be located on any lot in the front yards.

C. After final street grades and final building lot grades have been established and approved by the City of Bellevue and/or County of Sarpy, Nebraska, either at or about the time of the final platting of said subdivision or as soon thereafter as is reasonably practicable, the grade of each lot

shall not be changed except (a) where such change of grade is required by the public health or the public safety or (b) where such change of grade is required to prevent an existing residence from being endangered; provided, that insubstantial changes in grade may be made in conjunction with the construction of a residence so long as such changes of grade will not result in the removal of any existing living trees having a diameter of more than three (3) inches or of any substantial amounts of other existing vegetation. No change of grade permitted by this covenant shall be made until it has been approved in writing by the City Engineer of Bellevue, Nebraska, or such other official of the City of Bellevue, Nebraska, as the City Council of Bellevue, Nebraska may designate.

F. Lots 473, 474, 475 and 476 shall be left in their natural state insofar as vegetation and grade are concerned, except for insubstantial grade changes and removal of insubstantial amounts of existing vegetation which are incidental to the initial installation of surface water storm drainage systems in said subdivision. No structure or improvement of any kind whatsoever, except storm drainage structures or improvements or structures consistent with recreational use shall ever be constructed, placed, installed or maintained on such areas which are not residential lots or streets, it being the express purpose and intention of this covenant to assure that such lots shall be left permanently and perpetually in their natural state substantially undisturbed, undeveloped and unused.

G. All dirt from any basement excavation temporarily awaiting use as backfill shall be covered or otherwise shielded from surface water in such manner as to prevent any portion of such dirt from washing off of the lot from which it originates unless otherwise approved in writing by Two Springs Development Corp.

H. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

I. No excess or unused building material may be kept, stored or otherwise maintained on any lot other than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

J. The covenants and restrictions contained in this Paragraph shall run with the land and lots affected thereby permanently and perpetually and shall be binding upon the present and all future legal and beneficial owners and occupants of such land and lots; and such covenants may be enforced specifically from time to time in any court of competent jurisdiction by appropriate legal or equitable proceedings commenced by any present or future legal or beneficial owner or occupant of land in the subdivision.

TWO SPRINGS DEVELOPMENT,
A Nebraska Corporation

By

William H. Meke
President

ATTEST:

Jatricia A. Menke
Secretary

DESIGN ENGINEERING, INC.,

By

Mary L. Wineland
President

ATTEST:

Gold D. Hill
Secretary

COMMERCIAL FEDERAL SAVINGS & LOAN

By

William A. Fitzgerald
President

ATTEST:

Donald L. Schindler
Secretary

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DECLARATION
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF TWO SPRINGS, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth, is made by EAST-LUBE LAND COMPANY, a Nebraska corporation, and TWO SPRINGS DEVELOPMENT COMPANY, a Nebraska corporation, hereinafter collectively referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 296, 354 through 413, inclusive, 418, 420, 421, 429, and 430, in Two Springs, a Subdivision, as surveyed, platted and recorded in Sarpy 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 Two Springs, as well as for the maintenance of the character and residential integrity of Two Springs.

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, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
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 in connection with a Common Facility, or as a church, school, 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, tree house, antenna, satellite receiving station or "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

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"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 constitute when developed a 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. All residences shall have a minimum front set back of thirty (30) feet.

4. 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 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 or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all improvements shall be covered with asphalt or other approved material shingles.

5. 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.

6. No exterior television or radio antenna or satellite receiving disc of any sort shall be permitted on any Lot (other than in an enclosed structure hidden from public view).

7. 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.

8. 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 Bellevue, Nebraska.

9. 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.

10. 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.

11. 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. The front and side yards of all Lots shall be fully sodded at the time of completion of the Improvements.

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

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation 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.

14. 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 Bellevue.

15. 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.

16. 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 house shall only be allowed at the rear of the building, concealed from public view; no dog runs of any sort shall be allowed.

17. 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.

18. 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.

19. 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 Two Springs to any Lot unless the written approval of Declarant is first obtained.

20. Except for connection and access facilities, no electrical, plumbing, sprinkling, sewer or utility service lines shall be installed above ground on any Lot.

ARTICLE II.
EASEMENTS AND CONNECTION

1. A perpetual license and easement is hereby reserved in favor of and granted to the 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, and the Metropolitan Utilities Company, and Sanitary and Improvement District No. 144 of Sarpy 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.

2. 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.

3. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell Telephone Company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

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

4. Other easements are provided for in the final plat of Two Springs, which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 7, Page 124).

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 Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may determine in its full and absolute discretion for a period of three (3) 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.

Two Springs

lot 1 thru 187

210, 211, 209

223, 224 + 225

Plat and Dedication:

Filed 1-4-80, in Book 7 at Page 124, 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 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

or

ST

Filed 11-20-81, in Book 54 at Page 161, 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

SIO# 122 + city of Bellevue and County of Sarpy

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

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

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

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

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

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

Any additional info.

to construct, reconstruct, repair, maintain

improve and inspect each sewer and to inspect the sewage

thereof or therein

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Two Spring

Plat and Dedication

Filed 6-4-80, in Book 7 at Page 124, 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 _____ 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 _____, in Book 89 at Page 07942, Instrument No. _____

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

for utility, installation and maintenance

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

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

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

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

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

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

Any additional info.

Architectural Control

Easement/ Right of Way 1st, 2nd 3rd or _____ Amendment to _____
 Dated 10-28-88 Filed 10-31-88, Book 88 at Page 15771, Instrument No. _____

Easement From Two Spring Development Corp to SID #144
to Construct, and maintain a Storm Sewer in through
and under the Permanent Easement on Lot 360 Two Spring

Two Spring

lot 1 thru 187

210, 211, 209
223, 224 + 225

Plat and Dedication:
Filed 1-4-80, in Book 7 at Page 104, 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 3 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 _____ 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
ST

Filed 11-20-81, in Book 54 at Page 761, 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

SIO# 122 + city of Bellevue and County of Sarpy

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

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

Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.
Does it include the following?? Homeowners Association Yes or No. (Circle One)
Does it include the following?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info. to Construct, Reconstruct, Repair, maintain
Improve and Inspect each Sewer and to inspect the Sewage
there of or there in

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated 11-3-80 Filed 11-18-80 Book 53 at Page 750, Instrument No. _____

Two Spring Development Corp and MUD
the Southerly 5 ft of the Easterly 70 ft of lot 132
An Easement and R/W to lay, maintain, operate, Repair
Relay and Remove at any time, pipelines for the Transportation
of water and all appurtenance thereto

Two Springs

P/D

7/124

6-4-80

EASE to OPPD, NWBT,
for UI/M 5' F/S
8-16 REAR

P/C

89-07942

6-21-89

6-27-89

Architectural Control
EASE to OPPD, NWBT,
CABLE T.V. SID 144
MUD for UI/M 5'
F/S, 8-16 REAR, MUD
5' Abutting All Cul-de-sacs
Possible Telephone connect
Charges contains certain
Restrictions

91-14463

KNOW ALL MEN BY THESE PRESENTS, That **East Labe Land Company**
 a corporation organized and existing under and by virtue of the laws of the State of **Nebraska**
 in consideration of **One Dollar and Other Valuable Consideration (\$1.00)**—
 received from grantees, does grant, bargain, sell convey and confirm unto **East Construction, Inc.**
 herein called the grantee whether one or more, the following described real property in
Sarpy County, **Nebraska**
See Attached Exhibit "A".

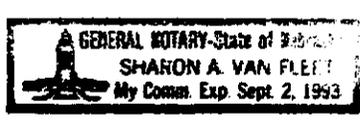
To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.
 And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except all easements and restrictions of record.

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.
 In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its **President**.
 Dated **Sept. 4,** 19 **91**

EAST LABE LAND COMPANY
 By *Floyd D. East* President

STATE OF **Nebraska** County of **Douglas**

The foregoing instrument was acknowledged before me **Sept. 4,** 19 **91**
 by **Floyd D. East, President** of **East Labe Land Company**
 (Name and Office) (Name of Corporation)
 a **Nebraska** corporation, on behalf of the corporation.



Sharon A. Van Fleet
 Signature of Person Taking Acknowledgement
 .. Notary Public
 Title

STATE OF
 County } ss.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the
 day of, 19, at o'clock and minutes M.,
 and recorded in Book of at page

FILED SAAR 10:10
 INSTRUMENT NUMBER
91-14463

91 SEP 16 AM 10:25

Carol A. Davis
 REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
 STAMP TAX
 SEP 16 1991
 \$77.50 BY *[Signature]*

Proof	<i>[Signature]</i>
D.E.	<i>[Signature]</i>
Verify	<i>[Signature]</i>
Filed	<i>[Signature]</i>
Checked	<i>[Signature]</i>
Time	36.50

By Deputy
 Reg. of Deeds

ALT

EXHIBIT "A"

Lots 19, 20, 22 through 24, inclusive, 26, 31, 69, 91 through 93, inclusive, and 95 through 97, inclusive, Two Springs Replat I, and Lot 412, Two Springs, all as surveyed, platted and recorded in Sarpy County, Nebraska (herein the "Treed Lots").

Lots 88 and 89, Two Springs Replat I, and Lots 296, 356, 358, 360 through 364, inclusive, 366 through 370, inclusive, 372 through 375, inclusive, 377, 378, 389 through 391, inclusive, 397, 401, 402, 404, 407 through 411, inclusive, 413, 420, 421, 428, and 429, Two Springs, all as surveyed, platted and recorded in Sarpy County, Nebraska (herein the "Noutreed Lots").

Two Springs

P/D

7/124

—

6-4-80

EASE to OPPD, NWBT,
FOR U/I/m 5' P/S

B-16. REAR

P/C

54/761

—

11-20-81

Architectural control

EASE to SID No 122
FOR U/I/m of Sewers
EASE to NWBT, OPPD
AS RECORDED ON PLAT

CONTAINS CERTAIN RESTRICTIONS

54-761

Plat and Dedication

Filed _____, in Book _____ at Page _____, Instrument No. _____

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

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

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

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

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

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed _____, in Book _____ at Page _____, Instrument No. _____

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

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

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

94-00020

NOTICE OF SUIT

NOTICE IS HEREBY GIVEN that a petition has been filed in the District Court of Sarpy County, Nebraska, wherein Sanitary and Improvement District No. 144 is Plaintiff and the following parties are Defendants under each cause of action:

Cause of Action No. 1

East Construction, Inc., a Nebraska Corporation; all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 296, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 356, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 358, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 360, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 361, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 362, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 363, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 364, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 366, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 368, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 369, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 372, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 374, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 375, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 378, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 389, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 390, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 391, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 397, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 408, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 409, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 411, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 412, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 413, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 420, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 4, Two Springs Replat I, a Subdivision in Sarpy County, Nebraska, (their real names unknown); Lot 5, Two Springs Replat I, a Subdivision in Sarpy County, Nebraska, (their real names unknown); Lot 12, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 15, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 16, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 20, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 24, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 91, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 92, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 95, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

94-00026A

Lot 96, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

Cause of Action No. 2.

East Construction, Inc., a Nebraska Corporation; First Tier Bank, N.A.; all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 367, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 410, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

Cause of Action No. 3.

Neil R. and Sharon A. Bach, all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 394, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 1, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 2, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 3, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 10, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 34, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown).

The object and prayer of the Petition is to foreclose the delinquent special assessments and to have the same declared a first lien upon the real estate and the appurtenances thereto; to have the real estate sold to satisfy the amount found due, together with interest, the costs of the action and attorney's fees as provided by law, and to foreclose the Defendants of all right, title, interest, lien, claim, demanded and equity of redemption whatever in and to the real estate and appurtenances thereto, together with such other and further relief as the court may deem just and equitable.

SANITARY AND IMPROVEMENT DISTRICT NO.
144 OF SARPY COUNTY, NEBRASKA, Plaintiff,

95-11126

By 
Larry A. Jobcum, #19316
WALSH, FULLENKAMP & DOYLE
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700
ATTORNEY FOR PLAINTIFF

Proof	MA
D.E.	Y
Ver	L
EDM	
CS	
32 ⁵⁰	

Walsh Jullenkamp Doye
11440 W. Center Rd
Omaha, NE 68144
Attn: Karen

95-12041

SUPPLEMENTAL
SANITARY AND IMPROVEMENT DISTRICT STATEMENT
SARPY COUNTY, NEBRASKA

REGISTERED
95-12041

95 JUL 31 PM 2:0

Sharon J. ...
REGISTERED CLERK

STATE OF NEBRASKA)
COUNTY OF SARPY)

Marlene Rush, being first duly sworn, states that she is the Clerk of Sanitary and Improvement District No. 144 of Sarpy County, Nebraska and makes the following statement regarding same:

1. District Number: 144
2. Outer Boundaries: See Exhibit "A" attached hereto and by this reference made a part hereof
3. The purpose of this District shall be acquiring, installing, repairing, maintaining, renewing, operating and replacing electrical service lines and conduits, a sewer system, a water system, a system of sidewalks, public roads, streets and highways, a civil defense warning system, to contract for water for fire protection and for resale to the residents of the District, and to contract for gas and electricity, for street lighting for the public streets and highways within the District and to acquire, improve and operate public parks, playgrounds and recreational facilities. The District shall have all of the powers and authorities as are permitted by law, to achieve the purposes hereinabove set forth, including, but not in limitation of the foregoing, the power and authority to contract with corporations, utility companies, or municipalities for water for fire protection and for resale to the residents of the District, and for electricity and gas, for street lighting of the public streets and highways within the District and for the disposal of sewage in the use of existing sewer improvement facilities and for the operation and maintenance of electrical service lines and conduits.
4. The District has the power to levy an unlimited property tax to pay its debts and its expenses of operation and maintenance.
5. The District is required by statute to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by it.
6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, levy, and indebtedness of the District.
7. The actual current levy of the District may be obtained from the County Clerk.
8. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

Marlene Rush
CLERK

SUBSCRIBED and sworn to before me this 31st day of July, 1995

Karen K. Lula
Notary Public



Witness _____
Verify M
D.E. JW
Proof _____
Firm _____
Mail _____
Fee \$ 139.00
TX Cash Ctg

12041

LEGAL DESCRIPTION:

95-12041A

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 370, TWO SPRINGS. THENCE EAST (ASSUMED BEARING) ALONG THE SOUTH RIGHT-OF-WAY OF SPRING BOULEVARD 1,093.58 FEET; THENCE NORTH, 65.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF SPRING BOULEVARD ALONG A CURVE TO THE RIGHT, CHORD BEARING S82°50'52"E, 107.70 FEET, RADIUS 432.50 FEET AN ARC LENGTH OF 107.98 FEET; THENCE N14°18'16"E, 112.57 FEET; THENCE N38°14'54"E, 87.28 FEET; THENCE N51°47'36"E, 183.09 FEET; THENCE N48°08'24"E, 99.63 FEET; THENCE N47°10'58"E, 13.06 FEET; THENCE N40°32'41"E, 160.98 FEET; THENCE N50°56'43"E, 56.40 FEET; THENCE N36°03'56"W, 220.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF RAHN BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY OF RAHN BOULEVARD ALONG A CURVE TO THE RIGHT CHORD BEARING N56°16'11"E, 22.82 FEET, RADIUS 280.00 FEET AN ARC LENGTH OF 22.82 FEET; THENCE N31°23'42"W, 120.00 FEET; THENCE N65°58'18"E, 102.57 FEET; THENCE N75°35'23"E, 88.96 FEET; THENCE N81°18'37"E, 236.28 FEET; THENCE N64°22'48"E, 142.40 FEET; THENCE T8°30"E, 400.65 FEET; THENCE S19°22'47"E, 18.22 FEET; THENCE S21°19'47"E, 224.39 FEET; THENCE S22°46'25"E, 347.12 FEET; THENCE S14°31'25"E, 30.71 FEET; THENCE S03°08'29"E, 408.12 FEET; THENCE S00°06'35"E, 1,087.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SCHNEEKLOTH ROAD; THENCE N89°53'53"W, 2573.87 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SCHNEEKLOTH ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH 36th STREET; THENCE N22°05'28"W, 141.18 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE NORTH, 400.00 FEET CONTINUING ALONG SAID EAST RIGHT-OF-WAY; THENCE N00°26'44"W, 306.86 FEET CONTINUING ALONG SAID EAST RIGHT-OF-WAY TO THE POINT OF BEGINNING.

94-00026

NOTICE OF SUIT

NOTICE IS HEREBY GIVEN that a petition has been filed in the District Court of Sarpy County, Nebraska, wherein Sanitary and Improvement District No. 144 is Plaintiff and the following parties are Defendants under each cause of action:

Cause of Action No. 1

East Construction, Inc., a Nebraska Corporation; all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 296, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 356, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 358, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 360, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 361, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 362, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 363, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 364, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 366, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 368, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 369, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 372, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 374, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 375, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 378, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 389, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 390, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 391, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 397, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 408, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 409, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 411, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 412, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 413, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 420, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 4, Two Springs Replat I, a Subdivision in Sarpy County, Nebraska, (their real names unknown); Lot 5, Two Springs Replat I, a Subdivision in Sarpy County, Nebraska, (their real names unknown); Lot 12, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 15, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 16, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 20, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 24, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 91, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 92, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 95, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

94-00026A

Lot 96, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

Cause of Action No. 2

East Construction, Inc., a Nebraska Corporation; First Tier Bank, N.A.; all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 367, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 410, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown);

Cause of Action No. 3

Neil R. and Sharon A. Bach, all persons, whether natural or artificial, having or claiming any right, title or interest in and to: Lot 394, Two Springs, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 1, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 2, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 3, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 10, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown); Lot 34, Two Springs Replat I, a Subdivision, in Sarpy County, Nebraska, (their real names unknown).

The object and prayer of the Petition is to foreclose the delinquent special assessments and to have the same declared a first lien upon the real estate and the appurtenances thereto; to have the real estate sold to satisfy the amount found due, together with interest, the costs of the action and attorney's fees as provided by law, and to foreclose the Defendants of all right, title, interest, lien, claim, demanded and equity of redemption whatever in and to the real estate and appurtenances thereto, together with such other and further relief as the court may deem just and equitable.

SANITARY AND IMPROVEMENT DISTRICT NO.
144 OF SARPY COUNTY, NEBRASKA, Plaintiff,

95-11126

By



Larry A. Jobean, #19316
WALSH, FULLENKAMP & DOYLE
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700
ATTORNEY FOR PLAINTIFF

Proof	MA
D.E.	Y
Ver	L
Ed	
Clk	
32	30

95-05184

Return to:

Wish F. Kamp & Doyle
1140 West Center Road
Omaha, Nebraska 68144

TERMINATION OF MEMORANDUM OF AGREEMENT

For valuable consideration, the undersigned, Two Springs Development Corp., a Nebraska corporation ("Two Springs") and East-Lube Land Company, a Nebraska corporation ("East-Lube"), hereby release and terminate all of their right, title and interest in and to that certain Memorandum of Agreement dated August 1, 1989, and executed September 27, 1989, by and between Two Springs and East-Lube, and filed with the Sarpy County Register of Deeds on September 28, 1989, as Instrument Number 89-13222 concerning the real property in Sarpy County, Nebraska, legally described in Exhibit "A" attached hereto; and that certain Memorandum of Agreement dated June 11, 1991, by and between Two Springs and East-Lube, and filed with the Sarpy County Register of Deeds on September 19, 1991, as Instrument Number 91-08853, Exhibit "B."

DATED this 20 day of April, 1995.

TWO SPRINGS DEVELOPMENT CORP.,
a Nebraska corporation

By: Duane H. Menke

EAST-LUBE LAND COMPANY, a Nebraska corporation

By: Floyd D. East

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of April, 1995 by Duane H. Menke, President of Two-Springs Development Corp., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
DEBRA KAY LEACH
My Comm. Exp. May 28, 1996

Debra Kay Leach
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of April, 1995, by Floyd D. East, President of East-Lube Land Company, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
ALICE J. LONG
My Comm. Exp. March 7, 1997

Alice J. Long
Notary Public

RECORDER NOTE
Indexed Lots 1 Thru 105
TJSPCAI

05184

95-05184A

EXHIBIT "A"

Lots 288-471 Two Springs, and Lots 1-106 Two Springs Replat I, as surveyed, platted and recorded in Sarpy County, Nebraska

95-05184 B

EXHIBIT "B"

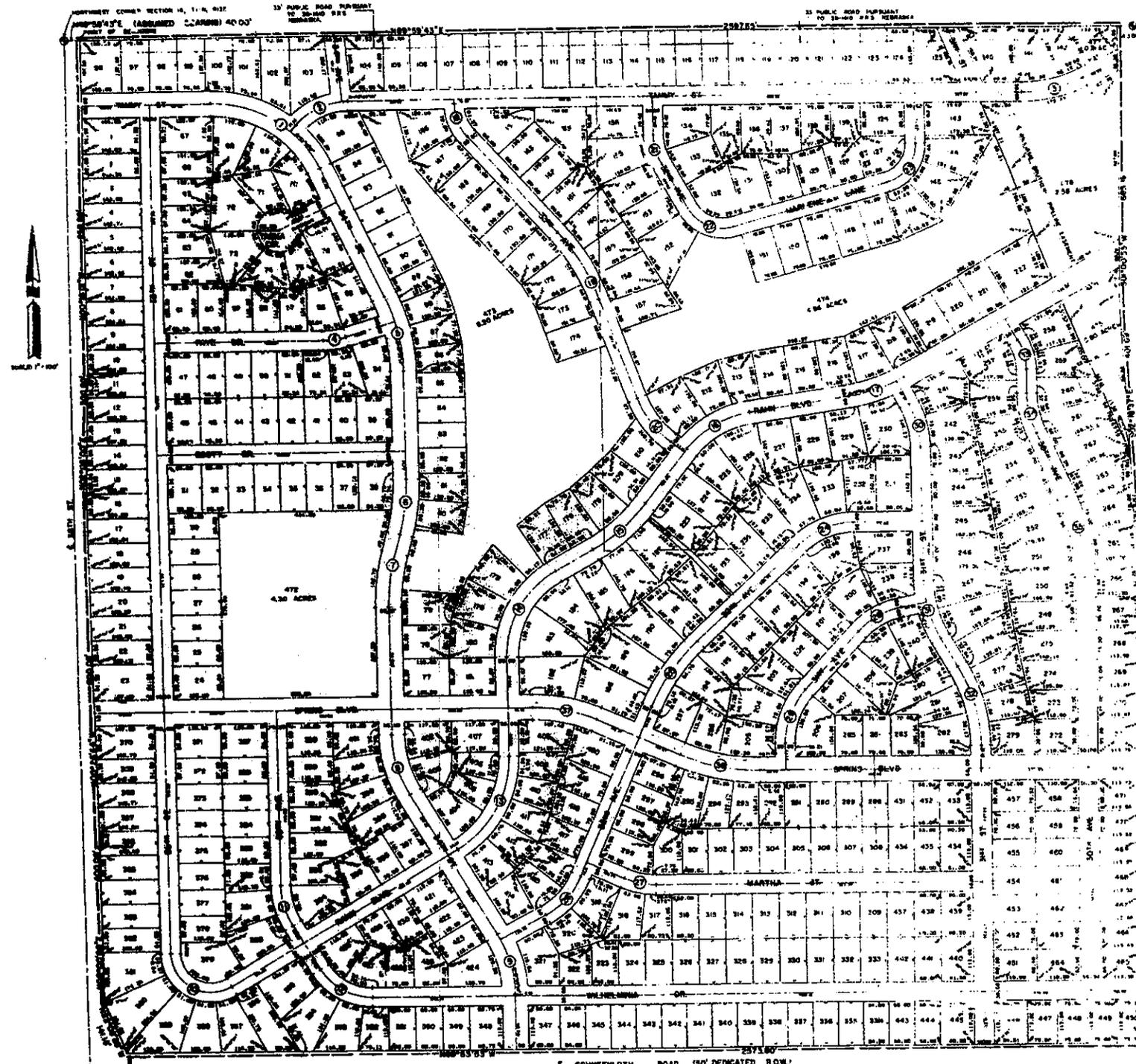
Lots 288 through 295, inclusive, Lots 297 through 353, inclusive, Lots 414 through 419, inclusive, Lots 422 through 427, inclusive, Lots 431 through 471, inclusive, Two Springs, and Lots 35 through 61, inclusive, Lots 70 through 87, inclusive, Lots 98 through 106, inclusive, Two Springs Replat I, all as surveyed, platted and recorded in Sarpy County, Nebraska.

Counter S Jp
 Verify m
 D.E. J
 Proof w
 Film _____
 Mail _____
 Fee # 242.50
 Ck Cash Ctg

95-05184
 95 APR 21 PM 4:31
Glenn J. ...
 REGISTER OF DEEDS

TWO SPRINGS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 13 NORTH, RANGE 13 EAST, OF THE
6TH P.M. GARY COUNTY, NEBRASKA.



CENTER LINE CURVE DATA

NO.	Δ	GRADE	MC	TANGENT
1	100	100	100	100
2	100	100	100	100
3	100	100	100	100
4	100	100	100	100
5	100	100	100	100
6	100	100	100	100
7	100	100	100	100
8	100	100	100	100
9	100	100	100	100
10	100	100	100	100
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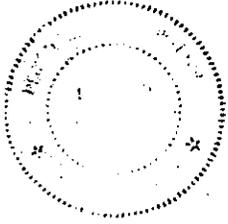
6-4-80 10:00 A.M. 7 Plat
124 Carl L. Hillsted 122 50
REGISTERED PROFESSIONAL ENGINEER

Rec # 3909

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND WILL STAKE WITH IRON PINS ALL CORNERS OF ALL LOTS, STREETS, ANGLE POINTS AND ENDS OF CURVES IN TWO SPRINGS, A REPLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST, OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1/4 CORNER
ON 16, T. 13N.



COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST, (HENCE N89 59'43"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, BEING ON THE EAST R.O.W. OF 36TH STREET, THENCE CONTINUING N89 59'43"E A DISTANCE OF 2597.65 FEET, THENCE S01 00'55"W A DISTANCE OF 685.16 FEET, THENCE S02 18'37"E A DISTANCE OF 401.89 FEET, THENCE S03 08'29"W A DISTANCE OF 421.50 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, THENCE S00 06'35"E ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 1087.11 FEET TO A POINT ON THE NORTH R.O.W. OF SCHNEEKLOTH ROAD, THENCE N89 53'53"W PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, BEING ALSO THE NORTH R.C.W. OF SCHNEEKLOTH ROAD, A DISTANCE OF 2573.80 FEET TO A POINT ON THE EAST R.O.W. OF 36TH STREET, THENCE N22 05'28"W ALONG THE EAST R.O.W. OF 36TH STREET, A DISTANCE OF 141.18 FEET, THENCE N00 00'00"E CONTINUING ALONG THE EAST R.O.W. OF 36TH STREET A DISTANCE OF 400.00 FEET, THENCE N00 26'44"W CONTINUING ALONG THE EAST R.O.W. OF 36TH STREET A DISTANCE OF 900.03 FEET, THENCE N02 06'00"E CONTINUING ALONG THE EAST R.O.W. OF 36TH STREET A DISTANCE OF 300.20 FEET, THENCE N00 16'01"W CONTINUING ALONG THE EAST R.O.W. OF 36TH STREET A DISTANCE OF 458.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 155.26 ACRES.

DATE April 17, 1980 Ronald D. Hill
RONALD D. HILL, S.S. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TWO SPRINGS DEVELOPMENT CORP., BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, AND DIAL PLAN FINANCIAL SERVICES, INC., BEING THE MORTGAGEES, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN SAID ADDITION TO BE HEREAFTER KNOWN AS TWO SPRINGS AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT. WE DO ALSO DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT. WE DO ALSO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY, 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 SIGNALS AND FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION OF THE SAME THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL INTERIOR LOT LINES; AND A SIXTEEN FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY 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 EASEMENT WHEN ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. 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 HEREBY GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR NAMES THIS 17 DAY OF April 1980
Chris M. Williams
TWO SPRINGS DEVELOPMENT CORP.
DUANE H. MENKE, PRESIDENT
Patricia A. Menke
TWO SPRINGS DEVELOPMENT CORP.
PATRICIA A. MENKE, SECRETARY

Chris M. Williams
DIAL PLAN FINANCIAL SERVICES, INC.
CRATIG MC WILLIAMS, BRANCH MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF _____
ON THIS 17th DAY OF April, 1980 BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DUANE H. MENKE AND PATRICIA A. MENKE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.
MY COMMISSION EXPIRES March 2, 1981 Jan O. Nelson
NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF _____
_____, 19__ BEFORE THE UNDERSIGNED, A

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FILED
INSTRUMENT NUMBER
89-07942

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DECLARATION
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF TWO SPRINGS, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

[Signature]
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth, is made by EAST-LUBE LAND COMPANY, a Nebraska corporation, and TWO SPRINGS DEVELOPMENT COMPANY, a Nebraska corporation, hereinafter collectively referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 296, 354 through 413, inclusive, 418, 420, 421, 429, and 430, in Two Springs, a Subdivision, as surveyed, platted and recorded in Sarpy 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 Two Springs, as well as for the maintenance of the character and residential integrity of Two Springs.

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, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
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 in connection with a Common Facility, or as a church, school, 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, tree house, antenna, satellite receiving station or "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

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"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 constitute when developed a 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. All residences shall have a minimum front set back of thirty (30) feet.

4. 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 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 or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all improvements shall be covered with asphalt or other approved material shingles.

5. 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.

6. No exterior television or radio antenna or satellite receiving disc of any sort shall be permitted on any Lot (other than in an enclosed structure hidden from public view).

7. 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.

8. 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 Bellevue, Nebraska.

9. 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.

10. 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.

11. 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. The front and side yards of all lots shall be fully sodded at the time of completion of the Improvements.

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

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation 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.

14. 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 Bellevue.

15. 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.

16. 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 house shall only be allowed at the rear of the building, concealed from public view; no dog runs of any sort shall be allowed.

17. 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.

18. 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.

19. 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 Two Springs to any Lot unless the written approval of Declarant is first obtained.

20. Except for connection and access facilities, no electrical, plumbing, sprinkling, sewer or utility service lines shall be installed above ground on any Lot.

ARTICLE II.
EASEMENTS AND CONNECTION

1. A perpetual license and easement is hereby reserved in favor of and granted to the 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, and the Metropolitan Utilities Company, and Sanitary and Improvement District No. 144 of Sarpy 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.

2. 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.

3. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell Telephone Company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

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

4. Other easements are provided for in the final plat of Two Springs, which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 7, Page 124).

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 Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may determine in its full and absolute discretion for a period of three (3) 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.

