

16 11/13/97  
RECEIVED

Nov 13 3 02 PM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



14464 01-8129  
FEE 8000 FB  
BKP C/O COMP VP  
DEL SCAN 25 FV

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR INDIAN CREEK - VILLAS  
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Gottsch Land Co., a Nebraska corporation, ("Declarant").

**PRELIMINARY STATEMENT**

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

Lots 48 through 78, inclusive, in Indian Creek, 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, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness 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 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 residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school or park.

2. The main residential structure for each Lot shall be a one-story ranch style house the finished and enclosed living area of which, exclusive of porches, breezeways, basements and garages, shall be not less than 1700 square feet. For each dwelling, there must be erected a private garage for not less than two (2) cars, (each car stall to be a minimum size of ten feet by twenty-one feet).

2

3. No residence, building, fence, wall, driveway, patio enclosure, rock garden, landscaping, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, 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 the Architectural Control Committee as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Architectural Control Committee of the owner's mailing address.

(ii) The Architectural Control Committee shall review such Plans in relation to the type and exterior of improvements and construction, 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 form a developed residential community with homes constructed of high quality materials. If the Architectural Control Committee 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, the Architectural Control Committee may refuse approval of the proposed Improvement.

(iii) Written notice of approval of 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 approval is not mailed within such period, the proposed Improvement shall be deemed rejected by the Architectural Control Committee.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee

3

with respect to any proposed improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant or the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section or as a result of any act or failure to act by Declarant or the Architectural Control Committee with respect to any proposed improvement.

The Architectural Control Committee shall consist of a Committee of the Declarant or its designated representative, successor or assigns, and the lot pool builders. The Declarant shall have a majority vote. At such time as all lots have had residential structures constructed thereon, then the Declarant's and home builders' rights hereunder shall transfer to the Homeowners Association.

4. The front of all residential structures must be constructed of or faced with one (1) of five (5) brick or two (2) stone selections approved by the Architectural Control Committee. Siding and siding colors shall be limited to one (1) of three (3) selections approved by the Architectural Control Committee. Exterior landscaping shall be limited to one (1) of three (3) plans approved by the Architectural Control Committee. All driveways, including driveway approaches, must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys and chases shall be covered with the same brick or stone used on the house front. The roof of all improvements shall be covered with wood cedar shake or shingles or other equivalent materials specifically approved in writing by the Architectural Control Committee. No vertical siding shall be permitted.

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 retail 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 exposed exterior television, broadcasting or radio antenna or satellite dish of any sort shall be permitted on any Lot.

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.

4

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). 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, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. 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. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time.

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. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards shielded from view by a fence or shrubs.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No fence shall be constructed abutting the Indian Creek Golf Course except six (6') foot galvanized black wrought iron to be specially selected and approved by the Architectural Control Committee. Side fences and limited private fences around swimming pools, patios and the like on such lots shall be the same (galvanized black wrought iron specifically approved by the Architectural Control Committee) except that they may be four (4') feet in height. Fences on interior lots must be approved by the Architectural Control Committee. No chain link fences will be allowed.

12. No swimming pool may extend more than one (1') foot above ground. All swimming pool equipment shall be kept in an enclosed area for noise abatement and concealed from public view.

13. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

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 four (4) 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.

15. Driveway approaches between the sidewalk and curb on each lot shall be concrete or other approved material matching the driveway approved by the Architectural Control Committee. Should repair or replacement of the driveway or driveway approach be necessary, the repair or replacement shall be concrete or such other matching material approved by the

5

Architectural Control Committee. No asphalt overlay of the driveway or driveway approach shall be permitted. All curb cuts shall be ground or cut out.

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 the Architectural Control Committee. No dog runs shall be allowed. Dog houses shall only be allowed at the rear of the building, concealed from public view.

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 fifteen (15) inches.

18. 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 structures, dwellings or modular housing improvements shall be moved from outside Indian Creek to any Lot.

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

**ARTICLE II**  
**EASEMENTS AND RESTRICTIONS**  
**RELATING TO GOLF COURSE**

1. Declarant has constructed and operates and maintains a golf course adjacent to Lots 49 through 55 and 71 through 78, inclusive of Indian Creek. Declarant anticipates that the proximity of the Lots to the golf Course will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Course onto the Lots; and (ii) normal operation and maintenance of the golf course will involve operation of mowers and other power equipment during the evening and early morning hours.

2. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion of errant shots onto the lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

3. The easements granted in this Article are for the use and benefit of the Declarant and owner of the Golf Course, its successors and assigns in ownership of the golf Course, and any lessee, licensee, permittee or invitee of the owner of the Golf Course. Without limitation of the

foregoing, the Grantees shall include any person or entity which contracts to operate the Golf Course, and any golfer who is duly authorized to play golf on the Golf Course.

4. No grantee shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not : (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of the Golf Course. By accepting title to a Lot, each owner hereby covenants that it will not sue any grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the Golf Course designer, the Golf Course builder, the Golf Course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Golf Course or siting of the unit.

5. The owner of the Golf Course may from time to time change the configuration and layout of the Golf Course (including a driving range). Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no owner of a Lot shall have any right to object to, or in any manner limit changes to the golf course and the easements granted in this Article shall remain full effective as to all of the Lots after such changes.

6. The Golf Course is private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operation of the Golf course relating to use of and play on the Golf Course. Owners shall not enter onto the Golf Course without the prior written permission of the Golf Course owner or operator.

### ARTICLE III EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West 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 the for 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 all front and side boundary lot lines, an eight (8') foot 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 line 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') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to 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

7

and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Easements relating to the landscaping areas are set forth in Declaration of Easements which has been filed with the Register of Deeds of Douglas County, Nebraska.

**ARTICLE IV**  
**NOTICE OF POTENTIAL TELEPHONE**  
**FACILITIES CHARGE**

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the lots at the time service is requested.

**ARTICLE V**  
**HOMEOWNER'S ASSOCIATION**

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to Indian Creek - Villas Owners Association, Inc., a Nebraska non-profit corporation, its successors and assigns.

2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purpose of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

3. "Properties" shall mean and refer to:

Lots 48 through 78, inclusive, of Indian Creek, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

6. "Assessable Lot" shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

7. "Declarant" shall mean and refer to Gottsch Land Co., a Nebraska General Partnership, its successors and assigns.

B. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

C. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

D. Every Owner of a Lot which is subject to assessments shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessments.

E. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends the meeting to exercise the member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

D. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be the Owners of all Lots other than Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant.



Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

**CLASS B:** Class B Members shall be the Owner of all Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. The Class B membership shall terminate and be converted into Class A membership (with each former Class B Member then entitled to one vote for each Lot owned) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2001.

E. The Declarant hereby covenants for each Assessable Lot and for each Owner of any Assessable Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly 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 shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

F. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for exterior maintenance, and other matters as more fully set out in Sections N and O below.

G. The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any monthly maintenance assessment for the purpose of meeting the requirements of Section E(2) above for exterior maintenance and for other operational expenses of the Association.

H. The Association may levy special assessments from time to time against an Assessable Lot for the purpose of meeting the requirements of Section E(1) above for the costs of any construction, reconstruction, repair or replacement of any capital improvements on such Lot, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

I. Written notice of any meeting called for the purpose of taking any action authorized under Sections G or H shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not presented, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

J. The monthly assessments shall be paid prorata by the Owners of all Assessable Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other period assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specific Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

K. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal interest rate for written agreements allowable by law in the State of Nebraska. 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 or title transfer of such Owner's Lot.

L. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device,

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, first deed of trust or initial purchase money security device 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 the sole responsibility to collect all assessments due.

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

N. Monthly assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of trees and shrubs, lawns, and other exterior landscaping improvements in common or public areas and/or as originally installed by the builder on the Properties, except such improvements as may be within the confines of any fenced in area on any Assessable Lot or installed by or at the direction of the Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements and Owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand except the western slopes of Lots 65 through 68, inclusive, which abut on 193<sup>rd</sup> Ave. Circle which slopes shall be fully maintained by the Association.
- (b) Operation and maintenance of an underground watering system.
- (c) Snow removal as to be determined by the guidelines set forth by the Board of Directors.
- (d) The Section P requirements.

O. The Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems or other improvements to the Properties, but may, at its discretion, to the extent that any Owner has not maintained, replaced or kept repaired any of said improvements on his/her Lot to the standard set by the Association, upon thirty (30) days prior notice to cure, maintain, repair, (including painting) and replace 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 and assess against such Lot special assessments for the costs and expenses associated with such maintenance, repair and/or replacement.

P. The Association shall enter into a maintenance agreement with Sanitary and Improvement District No. 404 of Douglas County, Nebraska and the City of Elkhorn which obligates the Association on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all medians, street islands and common areas within the Properties including all subdivision signs, entrance signs and related fixtures including all landscaping.

**ARTICLE VII**  
**GENERAL PROVISIONS**


1. The Declarant, Homeowners Association 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, Homeowners 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.

2. 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. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. 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 ten (10) years from the date hereof.

3. Lots 48 through 78, inclusive, Indian Creek is the first of two or more anticipated phases of Indian Creek - Villas and Declarant shall, upon development of any subsequent phase, have the option, at its sole discretion to add such lots to this Declaration and include them as a part of the Indian Creek - Villas Homeowners Association.

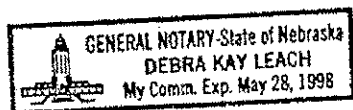
4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 13<sup>th</sup> day of November 1997.

**GOTTSCH LAND CO.,**  
**A Nebraska Corporation**  
  
By:   
Brett A. Gottsch, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 1997 by Brett A. Gottsch in his capacity as President of Declarant.



Debra Kay Leach  
Notary Public

# Indian Creek

Plat and Dedication  
Filed 7-31-97, in Book 2067 at Page 208, 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 11-13-97, in Book 1228 at Page 676, Instrument No. \_\_\_\_\_  
☒ Omaha Public Power District,  
☒ U.S. West Communications  
Northwestern Bell Telephone Company  
☒ and any cable company granted a cable television franchise system,  
and /or

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

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

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

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

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

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

Any additional info,

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

Amendment to Deed — 1228-676

1247-032 filed 5-6-98

1278-483 filed 1-20-99 Amend to Deed 1228-676

1244-743 filed 6-13-02 Amend to Deed 1228-676



1247 032 MISC



06052 98 032-

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

98 MAY -6 PM 3:58

RECEIVED

# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

## RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding to the first sentence Article I, Paragraph 3 "mailbox".

All other terms of said Declaration shall remain in full force and effect.

Dated this 27 day of April, 1998.

GOTTSCH LAND CO

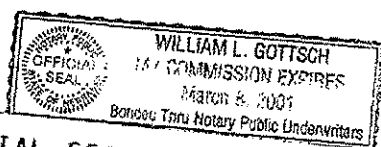
By *Brett A. Gottsch*  
BRETT A. GOTTSCH, President

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

On this 27 day of April, 1998, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Return to:

**Walsh, Fullenkamp & Doyle**  
11440 West Center Road  
Omaha, Nebraska 68144

*okl*

*William L. Gottsch*  
Notary Public

6052 OC-18129  
FEE 20 FB \_\_\_\_\_  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP VP  
DEL \_\_\_\_\_ SCAN OC FV \_\_\_\_\_



1278 483 MISC



00818 99 483-

Nebr Doc  
Stamp Tax

Date

\$

By

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 JAN 20 PM 2:39

RECEIVED

### AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

### RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding the following to Paragraph F of Article VI:

The Association shall also reimburse to the Indian Creek - Landing Homeowners Association a prorata share based on number of lots to the operational cost of the entrance monument located at 195<sup>th</sup> Street and West Maple Road.

All other terms of said Declaration shall remain in full force and effect.

Dated this 18<sup>th</sup> day of Jan, 1999.

GOTTSCH LAND CO.

By

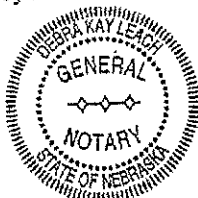
Brett A. Gottsch  
BRETT A. GOTTSCH, President

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of Jan, 1999, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



Debra Kay Leach  
Notary Public

MY COMMISSION EXPIRES:  
May 28, 2002

Return to:  
**WALSH, FULLENKAMP & DOYLE**  
11440 West Center Road  
OMAHA, NEBRASKA 68144-4482

818  
FEE 20 FB 66-18129  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP EAB  
DEL \_\_\_\_\_ SCAN dc FV \_\_\_\_\_





BK 1444 PG 743-743



MISC 2002 13547

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

02 JUN 13 PM 1:44

RECEIVED

# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

## RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Villas in Douglas County, Nebraska "Declaration" for Lots forty-eight (48) through seventy-eight (78), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 676.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 676 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding the following sentence to Article I, Paragraph 4, "All yards shall be fully sodded except upon specific written approval of the Architectural Control Committee".

All other terms of said Declaration shall remain in full force and effect.

Dated this 23 day of May, 2002.

GOTTSCH LAND CO.

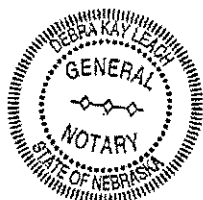
By [Signature]  
BRETT A. GOTTSCH, President

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

On this 23rd day of May, 2002, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



MY COMMISSION EXPIRES:  
May 28, 2002

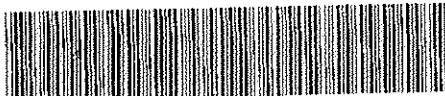
[Signature]  
Notary Public

Return to:

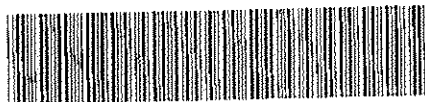
FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482

OKI

misc 2050  
FEE 1 FB 00-18129  
SKP 31 C/O COMP  
DEL SCAN FR



1247 031 MISC



06051 98 031-

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

98 MAY -6 PH 3:58

RECEIVED

# AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION is made the date hereinafter set forth by Gottsch Land Co., a Nebraska corporation, hereinafter referred to as "Declarant".

## RECITALS

A. On November 13, 1997, a Declaration of Covenants, Restrictions and Easements for Indian Creek - Estates in Douglas County, Nebraska "Declaration" for Lots one (1) through forty-seven (47), inclusive, in Indian Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1228 at Page 664.

B. Paragraph 2. of Article VII. of the Declaration provide that said covenants and restrictions may be amended by the Declarant for a period of ten (10) years following November 13, 1997 by executing and recording one or more duly acknowledged Amendment to Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 13, 1997 in Miscellaneous Book 1228 at Page 664 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended by adding to the first sentence Article I, Paragraph 3 "mailbox".

All other terms of said Declaration shall remain in full force and effect.

Dated this 27 day of April, 1998.

GOTTSCH LAND CO.

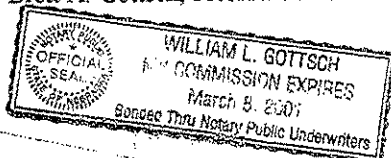
By [Signature]  
BRETT A. GOTTSCH, President

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

) ss.

On this 27 day of April, 1998, the foregoing instrument was acknowledged before me, a Notary Public, by Brett A. Gottsch, President of Gottsch Land Co., acting on behalf of said corporation.



[Signature]  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Return to:  
**Walsh, Fullenkamp & Doyle**  
11440 West Center Road  
Omaha, Nebraska 68144

OK

6057 / CC 7/8/29  
FEB 28 1998  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ EV \_\_\_\_\_

16 Rte Box 16

RECEIVED

Nov 13 3 01 PM '97



14462 AC-18129  
FEE 2350 FB  
BKP C/O COMP VR  
DEL SCAN FV

RICHARD W. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR INDIAN CREEK - ESTATES  
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Gottsch Land Co., a Nebraska corporation, ("Declarant").

**PRELIMINARY STATEMENT**

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

Lots 1 through 47, inclusive, in Indian Creek, 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, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness 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 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 residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school or park.

2. No residence, building, fence, wall, driveway, patio enclosure, rock garden, landscaping, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving

2

station ("dish"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, 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 the Architectural Control Committee as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural Control Committee (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Architectural Control Committee of the owner's mailing address.

(ii) The Architectural Control Committee shall review such Plans in relation to the type and exterior of improvements and construction, 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 form a developed residential community with homes constructed of high quality materials. If the Architectural Control Committee 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, the Architectural Control Committee may refuse approval of the proposed Improvement.

(iii) 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 the Architectural Control Committee.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Architectural Control Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or to control, direct or influence the acts of the Architectural Control Committee with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or

imposed upon Declarant or the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section or as a result of any act or failure to act by Declarant or the Architectural Control Committee with respect to any proposed Improvement.

The Architectural Control Committee shall consist of a Committee of the Declarant or its designated representative, successor or assigns, and the lot pool builders. The Declarant shall have a majority vote. At such time as all lots have had residential structures constructed thereon, then the Declarant's and home builders' rights hereunder shall transfer to the Homeowners Association.

3. Any exposed foundation wall (including side and rear) of all residential structures must be constructed of or faced with brick, exterior insulation and finish systems (EIFS), stone or stucco or other equivalent masonry product. All driveways, including driveway approaches, must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys and chases shall be covered with brick, stone, EIFS, stucco or other equivalent masonry product. The roof of all improvements shall be covered with wood cedar shake or shingles or other equivalent materials specifically approved in writing by the Architectural Control Committee. No vertical siding shall be permitted.

4. 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 retail 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.

5. No exposed exterior television, broadcasting or radio antenna or satellite dish of any sort shall be permitted on any Lot.

6. 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.

7. 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). No motor vehicle may be parked or stored

4

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, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

8. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. 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. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time.

9. 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. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards shielded from view by a fence or shrubs.

10. No fence shall be permitted to extend beyond the front line of a main residential structure. No fence shall be constructed abutting the Indian Creek Golf Course except six (6') foot galvanized black wrought iron between intermittently spaced (fifty (50) to sixty-five (65) foot) brick pillars to be specially selected, designed and approved by the Architectural Control Committee. Side fences and limited private fences around swimming pools, patios and the like on such lots shall be the same (galvanized black wrought iron specifically approved by the Architectural Control Committee) except that they may be four (4') feet nor more than six (6') feet in height. Fences on interior lots shall be limited to uniform black wrought iron which must be approved by the Architectural Control Committee.

11. No swimming pool may extend more than one (1') foot above ground. All swimming pool equipment shall be kept in an enclosed area for noise abatement and concealed from public view.

12. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

13. 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 four (4) 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.

14. Driveway approaches between the sidewalk and curb on each lot shall be concrete or other approved material matching the driveway approved by the Architectural Control Committee. Should repair or replacement of the driveway or driveway approach be necessary, the repair or replacement shall be concrete or such other matching material approved by the Architectural Control Committee. No asphalt overlay of the driveway or driveway approach shall be permitted. All curb cuts shall be ground or cut out.

15. 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 the Architectural Control Committee. No dog runs shall be allowed. Dog houses shall only be allowed at the rear of the building, concealed from public view.

16. 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 fifteen (15) inches.

17. 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 structures, dwellings or modular housing improvements shall be moved from outside Indian Creek to any Lot.

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

## **ARTICLE II** **BOUNDARY FENCE**

1. Declarant and/or the Homeowners Association, at its option may construct boundary fences and/or plant boundary trees along Fort Street (the "Boundary Fence" and/or "Boundary Trees"). The Boundary Fence if constructed will be situated on the northerly most boundary line of Lots 8, 9, 19 and 20. Each of such lots are collectively referred to as the "Boundary Lots". Boundary Trees, if planted will be planted just inside the boundary line.

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and/or the Indian Creek - Estates Homeowners Association ("Association") as the case may be to maintain, repair and replace the Boundary Fence and/or Trees. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence if so constructed and/or Trees if planted.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Fence and/or Trees on the owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to replace the Boundary Fence or Trees on the owner's Lot into good order and repair within ninety (90) days after the written notice.

4. Any Boundary Fence so constructed shall conform to the requirements of Article I, Section 10 for fences abutting the Golf Course. Should the Declarant and the Homeowners Association decline to construct a Boundary Fence then, and in that event, the owner of any "boundary" lot may construct a Boundary Fence on his lot provided the same conforms to this Article and has been approved by the Architectural Control Committee.

**ARTICLE III**  
**EASEMENTS AND RESTRICTIONS**  
**RELATING TO GOLF COURSE**

1. Declarant has constructed and operates and maintains a golf course adjacent to Lots 28 through 30 and 32 through 46, inclusive of Indian Creek. Declarant anticipates that the proximity of the Lots to the golf Course will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Course onto the Lots; and (ii) normal operation and maintenance of the golf course will involve operation of mowers and other power equipment during the evening and early morning hours.

2. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion of errant shots onto the lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

3. The easements granted in this Article are for the use and benefit of the Declarant and owner of the Golf Course, its successors and assigns in ownership of the golf Course, and any lessee, licensee, permittee or invitee of the owner of the Golf Course. Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate the Golf Course, and any golfer who is duly authorized to play golf on the Golf Course.

4. No grantee shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not : (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of the Golf Course. By accepting title to a Lot, each owner hereby covenants that it will not sue any grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the Golf Course designer, the Golf Course builder, the Golf Course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Golf Course or siting of the unit.

5. The owner of the Golf Course may from time to time change the configuration and layout of the Golf Course (including a driving range). Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no owner of a Lot shall have any right to object to, or in any manner limit



changes to the golf course and the easements granted in this Article shall remain full effective as to all of the Lots after such changes.

6. The Golf Course is private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operation of the Golf course relating to use of and play on the Golf Course. Owners shall not enter onto the Golf Course without the prior written permission of the Golf Course owner or operator.

#### **ARTICLE IV** **EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West 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 the for 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 all front and side boundary lot lines, an eight (8') foot 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 line 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') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to 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 streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Easements relating to the landscaping areas are set forth in Declaration of Easements which has been filed with the Register of Deeds of Douglas County, Nebraska.

#### **ARTICLE V** **NOTICE OF POTENTIAL TELEPHONE** **FACILITIES CHARGE**

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the lots at the time service is requested.

#### **ARTICLE VI** **HOMEOWNER'S ASSOCIATION**

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to the Indian Creek - Estates Homeowners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.
2. "Improved Lot" shall mean and refer to any Lot in the Properties on which a dwelling has been erected and the construction thereof is substantially complete.
3. "Properties" shall mean Lots 1 through 47, inclusive, Indian Creek and such additional lots as may be added by reason of Article VII Section 3.

Any definitions contained in Article I will likewise be applicable to this Article.

B. Every owner shall be a member of the Indian Creek - Estates Homeowner's Association to be established for the following purposes: maintaining the Indian Creek perimeter, entryway, common and public area signage, fencing, landscaping and lighting; enforcement of the Article I restrictions and covenants; construction of Boundary Fences and Trees; promoting and maintaining the general aesthetic appearance and upkeep of the entire area; and otherwise promoting and sustaining the Association's business. The Homeowner's Association shall enter into a maintenance agreement with Sanitary and Improvement District No. 404 of Douglas County, Nebraska and the City of Elkhorn which obligates the Association on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all medians, street islands and common areas within the Properties including all subdivision signs, entrance signs and related fixtures including all landscaping. The Homeowner's Association shall cover all of the lots in the Properties. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot, whether there are one or more owners shall have one (1) vote.

C. The Declarant, for each Lot owned within the Properties as defined herein, 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 covenant and agreed to pay to the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

D. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members for the purposes set forth in subparagraph B above.

E. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessment for improved lots.

F. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular 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. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

G. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages.

H. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

I. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

J. The Homeowner's Association is a nonprofit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.

#### **ARTICLE VII** **GENERAL PROVISIONS**

1. The Declarant, Homeowners Association 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, Homeowners 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.

2. 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. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. 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 ten (10) years from the date hereof.

3. Lots 1 through 47, inclusive, Indian Creek is the first of two or more anticipated phases of Indian Creek - Estates and Declarant shall, upon development of any subsequent phase, have the option, at its sole discretion to add such lots to this Declaration and include them as a part of the Indian Creek - Estates Homeowners Association.

4. Invalidation of any one 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30 day of November, 1997.

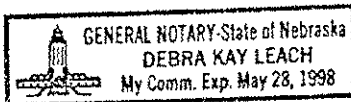
GOTTSCHE LAND CO.,  
A Nebraska Corporation

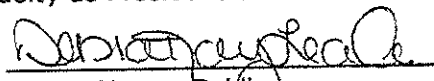
By: 

Brett A. Gottsch, President

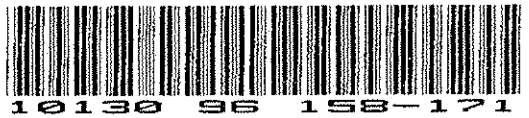
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 30 day of November, 1997 by Brett A. Gottsch in his capacity as President of Declarant.



  
Notary Public

*Lamp, Myerson & Associates*  
14747 California St.  
Omaha, NE 68134-1979  
D. Lay Kathol



### PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT

THAT Gottsch Enterprises, a Nebraska General Partnership, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 404 of Douglas County, Nebraska, hereinafter referred to as SID, and to its successors and assigns, an easement for the right to construct, maintain and operate a Permanent Storm Sewer and Drainageway (hereafter "Sewer") on the real property that is legally described on the attached Exhibits "A" through "A-2" as more specifically shown on "A-3" through "A-7".

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the SID. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the SID to use the same for the purposes herein expressed. It is further agreed as follows:

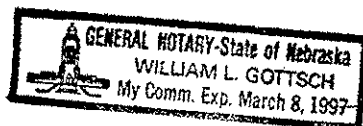
1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
  2. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by SID.
  3. That SID shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the SID and any of said construction and work.
  4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said SID and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons.
  5. That said easement is granted upon the condition that the SID will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
  6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or its agents or employees, except as are set forth herein.
  7. In the event of annexation by the City of Elkhorn, then this easement shall transfer to the City.
- IN WITNESS WHEREOF, GRANTOR has executed this easement this 10th day of October, 1995.

GRANTOR: Gottsch Enterprises, a Nebraska General Partnership

By:   
Brett Gottsch, Partner

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 10 day of Oct, 1995 by Brett Gottsch, Partner of Gottsch Enterprises, a Nebraska General Partnership, on behalf of the partnership.



*Will. Gottsch*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

10/30/95 161511 01-6000  
FEE 70.50  
DEL. C/O  
LEGAL PG 159 SCANNED

RECEIVED

SEP 6 2 15 PM '96

GEORGE J. BUTLER  
REGISTER OF DEEDS  
DOUGLAS CO. NE

2

LEGAL DESCRIPTION

DDW  
That part of Section 6, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 6, DDW

Thence North 86°46'20" East (bearings referenced to the Nebraska State Plane System NAD 1983) for 370.73 feet along the south line of the Southeast Quarter of Section 6, DDW

Thence North 03°13'40" West for 161.47 feet to the north right of way line of West Maple Road (State Highway # 64) and the TRUE POINT OF BEGINNING;

Thence North 44°41'20" West for 566.27 feet;

Thence North 50°02'32" West for 94.10 feet;

Thence North 57°36'36" West for 69.40 feet;

Thence North 64°43'07" West for 109.06 feet;

Thence North 71°29'49" West for 132.62 feet;

Thence North 89°50'52" West for 339.25 feet;

Thence South 83°03'20" West for 358.18 feet;

Thence South 88°08'31" West for 335.32 feet;

Thence North 00°00'00" East for 174.26 feet;

Thence North 12°39'57" West for 261.16 feet;

Thence South 81°37'37" West for 466.98 feet;

Thence North 56°04'13" West for 198.86 feet;

Thence North 00°35'37" West for 193.01 feet;

Thence North 05°32'23" East for 300.40 feet;

Thence North 10°56'32" West for 152.78 feet;

Thence North 03°47'50" West for 226.50 feet;

Thence North 30°55'26" East for 247.13 feet;

Thence North 19°20'40" East for 199.25 feet;

Thence North 45°32'08" East for 151.33 feet;

Thence North 89°32'17" East for 124.00 feet;

Thence North 40°36'05" East for 46.10 feet;

Thence North 05°18'52" West for 129.56 feet;

Thence North 47°02'57" West for 375.71 feet;

Thence North 13°49'23" West for 456.21 feet;

Thence North 01°20'58" West for 428.14 feet;

Thence South 86°40'52" West for 100.00 feet;

Thence North 02°28'26" West for 791.87 feet;

Thence North 87°30'40" East for 35.00 feet;

Thence North 04°07'04" East for 210.66 feet;

Thence North 37°35'43" East for 269.11 feet;

Thence North 02°41'45" West for 110.00 feet to the north line of the Northwest Quarter of Section 6, DDW

Thence North 87°18'15" East for 503.80 feet along the north line of the Northwest Quarter of Section 6 (centerline of Fort Street); DDW

March 2, 1995

Page 1 of 2

LAMP, RYNEARSON & ASSOCIATES, INC.

93014-1256 (SID Boundary for Golf Course)

Exhibit "A"

LEGAL DESCRIPTION (continued)

Thence South 29°09'26" East for 496.54 feet;  
 Thence South 02°50'07" West for 216.68 feet;  
 Thence South 87°58'13" East for 807.64 feet;  
 Thence South 54°11'54" East for 763.11 feet;  
 Thence South 16°58'19" West for 125.53 feet;  
 Thence South 66°29'50" West for 210.00 feet;  
 Thence South 01°18'48" West for 160.00 feet;  
 Thence South 76°40'09" East for 200.00 feet;  
 Thence South 06°48'34" East for 200.00 feet;  
 Thence South 32°09'16" East for 473.65 feet;  
 Thence South 90°00'00" East for 134.83 feet;  
 Thence North 59°06'25" East for 147.23 feet;  
 Thence North 13°19'51" East for 1117.06 feet;  
 Thence North 50°53'32" East for 92.18 feet;  
 Thence North 82°07'30" East for 212.13 feet;  
 Thence South 47°12'56" East for 134.34 feet;  
 Thence South 22°20'07" East for 228.70 feet;  
 Thence South 15°42'30" East for 315.00 feet;  
 Thence North 72°04'41" East for 210.00 feet;  
 Thence North 70°17'29" East for 328.22 feet;  
 Thence North 67°04'08" East for 458.91 feet;  
 Thence South 33°23'18" East for 71.36 feet;  
 Thence South 34°00'56" West for 248.99 feet;  
 Thence South 21°56'55" West for 291.03 feet;  
 Thence South 26°22'35" West for 388.85 feet;  
 Thence South 42°00'49" West for 194.17 feet;  
 Thence South 35°44'40" West for 215.31 feet;  
 Thence South 14°13'44" West for 109.69 feet;  
 Thence South 27°20'09" West for 243.54 feet;  
 Thence South 18°00'39" West for 195.34 feet;  
 Thence South 39°25'04" West for 330.85 feet;  
 Thence South 42°30'17" West for 742.21 feet;  
 Thence South 21°03'37" West for 131.60 feet;  
 Thence South 04°49'24" West for 130.59 feet;  
 Thence South 06°19'03" East for 516.11 feet;  
 Thence South 01°07'25" East for 216.22 feet;  
 Thence South 07°30'26" East for 348.48 feet to the north right of way line of  
 West Maple Road;  
 Thence South 85°54'19" West for 541.73 feet to the Point of Beginning.  
 Contains 294.56 acres.

NE  
NW } NE  
SE  
SW

NE  
NW } NW  
SE  
SW

NW  
SE } SE  
SW

NE  
NW } SW  
SE  
SW

March 2, 1995.  
 LAMP, RYNEARSON & ASSOCIATES, INC.  
 93014-1256 (SID Boundary for Golf Course)

Page 2 of 2

Exhibit "A-1"



RECEIVED

OCT 9 2 25 PM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 3<sup>rd</sup> day of October, 1997,  
between GOTTSCH ENTERPRISES, a Nebraska Partnership ("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, an 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 hydrants, round iron vault  
covers and valve box covers, together with the right of ingress and egress on,  
over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in the Northeast Quarter (NE 1/4) of the Northeast  
Quarter (NE 1/4) of Section Six (6), Township Fifteen (15)  
North, Range Eleven (11) East of the 6th P.M. in Douglas  
County described as follows:

The north fifty-five feet (55') of the west 596  
feet of the east 646 feet of the Northeast  
Quarter (NE 1/4) of the Northeast Quarter  
(NE 1/4) of said Section Six (6), bounded on  
the east by the west right-of-way line of 192nd  
Street and on the west by the east property  
line of Lot Eight (8), Indian Creek, a  
subdivision, as surveyed, platted and  
recorded in Douglas County.

12730 H  
FEE 15.50 FB 01-60000  
BKP 6-15-11 C/O        COMP      
DEL        SCAN dc FV       

This permanent easement contains 0.752 of an acre,  
more or less, and is shown on the attached drawing.

TO HAVE AND TO HOLD said Easement and Right-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 easement tract any  
building or structure, except pavement and similar covering, and shall not permit  
anyone else to do so.
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.

Pls return to -  
R. OWENS  
MUD  
1723 HARNEY ST  
OMAHA 68102




4. The Grantor is a 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 partnership.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

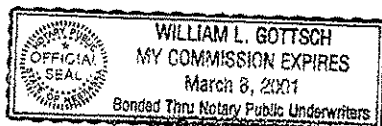
GOTTSCH ENTERPRISES, a  
Nebraska Partnership, Grantor

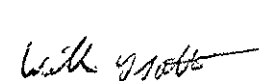
By:   
~~Brett~~ ~~William~~ Gottsch, Partner,  
For and on Behalf of the  
Partnership



ACKNOWLEDGMENT

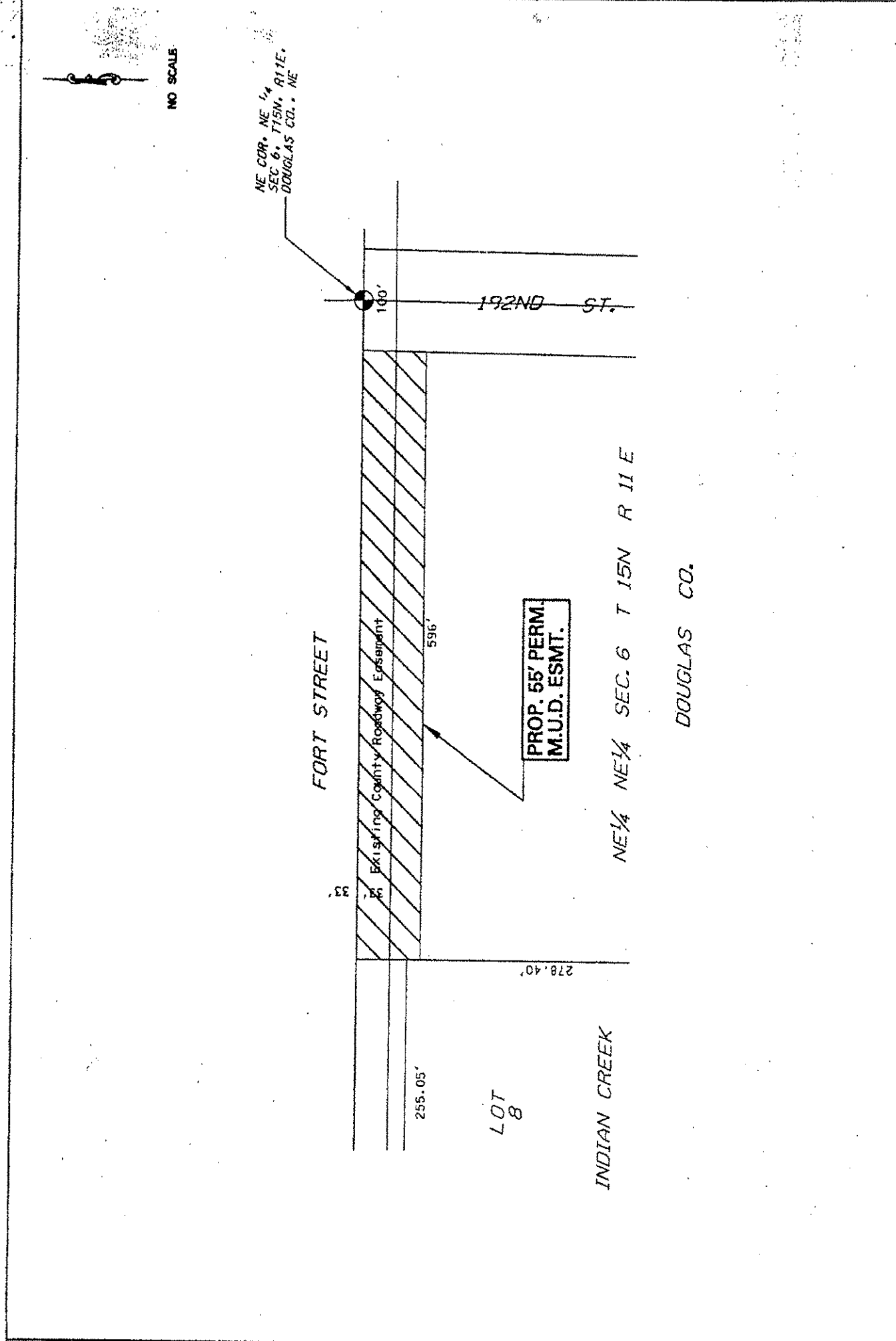
STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS    )

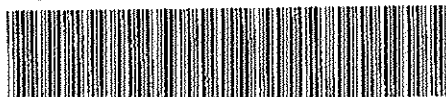
This instrument was acknowledged before me on 10/3/97,  
1997, by ~~William~~ <sup>Brett</sup> Gottsch, Partner of Gottsch Enterprises, a Nebraska  
Partnership, on behalf of the partnership.



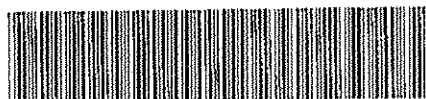
  
Notary Public

|   |  |
|---|--|
| <b>METROPOLITAN UTILITIES DISTRICT</b><br>OMAHA, NEBRASKA   |  |
| <b>EASEMENT ACQUISITION</b><br>FOR <u>W.C.P. 8317</u>   |  |
| LAND OWNER<br>GOTTSCH DEVELOPMENT   |  |
| TOTAL ACRE PERMANENT <u>0.752±</u><br>TOTAL ACRE TEMPORARY _____  |  |
| LEGEND<br><div style="display: flex; justify-content: space-around;"> <div> <br/>           PERMANENT EASEMENT         </div> <div> <br/>           TEMPORARY EASEMENT         </div> </div> |  |
| PAGE <u>2</u> OF <u>2</u>   |  |
| DRAWN BY <u>DRB</u><br>DATE <u>8-13-97</u><br>CHECKED BY _____<br>DATE _____<br>APPROVED BY <u>DSM</u><br>DATE <u>8-18-97</u><br>REVISED BY _____<br>DATE _____<br>REV. CHK'D. BY _____<br>DATE _____<br>REV. APPROV. BY _____<br>DATE _____  |  |





1281 114 MISC



01987 99 114-116

Nebr Doc  
Stamp Tax

Date

\$

By

B 6-15-11  
5-15-11RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 FEB 10 AM 9:03

RECEIVED

TRANS  
October 5, 1998FEE 1.55 FB 01-60000  
BKP C/O COMP  
DEL SCAN BW FV

Doc.# 2.154 00(008)

## RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The Northeast Quarter of the Northeast Quarter of Section 6, except that part platted as Indian Creek together with the North 1260.92 feet of the West 735.67 feet of the North Half of the Northwest Quarter of Section 5, all in Township 15 North, Range 11 East of the 6<sup>th</sup> P.M. Douglas County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

Beginning at the Northeast Corner of Lot 8, Indian Creek Addition as surveyed, platted and recorded in Douglas County, Nebraska; thence N00°39'38"W a distance of 17.0 feet to the South right-of-way line of Fort Street; thence N89°20'08"E along the South right-of-way line of Fort Street a distance of 1382.9 feet; thence S00°09'04"W a distance of 39.0 feet; thence S89°20'05"W a distance of 1382.3 feet; to a point on the East lot line of said Lot 8; thence N00°39'48"W along the East lot line of said lot 8 a distance of 22.0 feet to the point of beginning.

NW NW 5  
NE NE 6

## CONDITIONS:

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all Trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area. The District and Grantor agree to the locations and elevations of the poles as prescribed in attached Exhibit "B". Any variations of more than 1 foot from said prescribed elevations shall require prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 28<sup>th</sup> day of January, 19 99.

OWNERS SIGNATURE(S)

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way GW/EP1  
444 South 16th Street Mall  
Omaha, NE 68102-2247

**CORPORATE ACKNOWLEDGMENT**

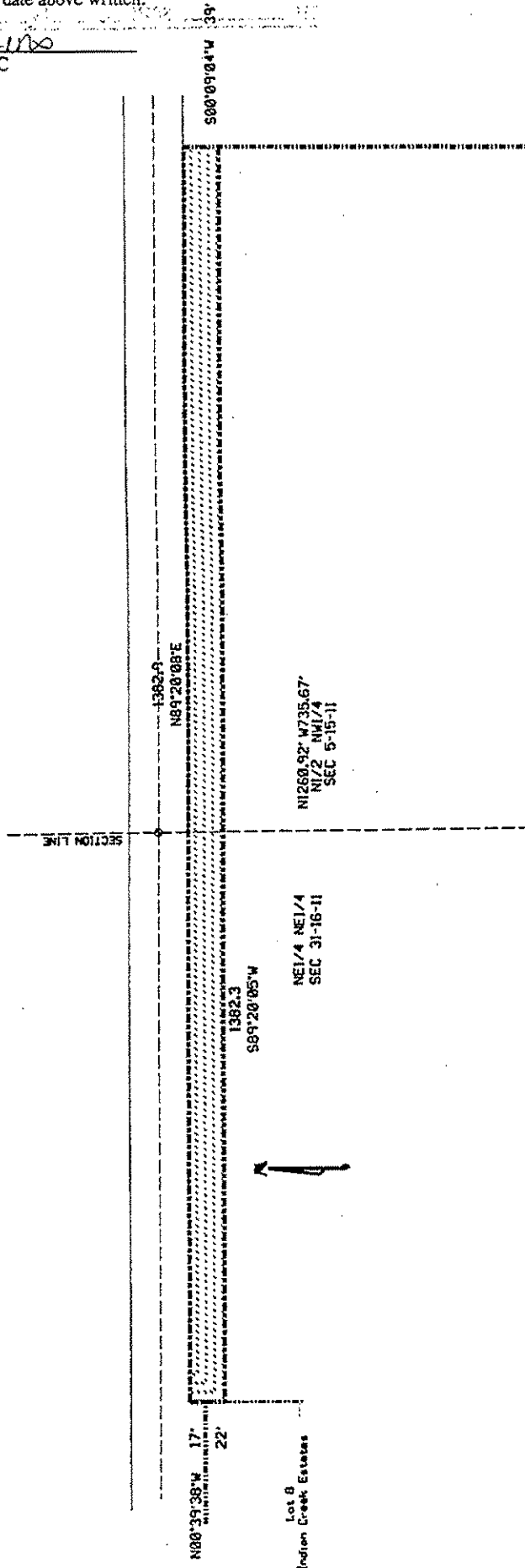
STATE OF Nebraska

COUNTY OF Douglas

On this 28th day of January, 19 99, before me the undersigned, a Notary Public in and for said County, personally came Brett A. Gottsch of Gottsch Enterprises personally, to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof, to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Gaylene M. Scoggins  
NOTARY PUBLIC



Distribution Engineer RLS Date 1/27/99 ROW                      Date                       
Section NE1/4 6 Township 15 North, Range 11 East, County Douglas  
ROW Hagan Engineer Kuhlenengle Est                      WO M1 0796



1260 390 MISC



11828 98 390-441

RECEIVED

Aug 25 2 03 PM '98

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

## TELECOMMUNICATIONS EASEMENT

THAT Gottsch Land Co., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto U.S. West Telecommunications, a hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain, operate, repair and renew lines, wires, cables, conduits and other related facilities, "transmission system" for the carrying and transmission of signals and sounds of all kinds under, across and through that certain real property as set forth on, and as more specifically shown in Exhibits "A" through "GG", inclusive, attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said transmission system at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, under, over, or across said easement strip by GRANTOR, its successors or assigns without prior written approval of the GRANTEE, which will not be unreasonably withheld. Any trees, grass or shrubbery placed on said easement by GRANTOR shall be maintained by GRANTOR, its successors or assigns. Any trees, grass or shrubbery placed on said easement area by GRANTEE shall be maintained by GRANTEE, its successors and assigns. GRANTEE, its successors and assigns shall guard and protect its transmission system at its sole and exclusive cost and expense. GRANTEE acknowledges, that it has, at its request, used the same easement as has been granted to Sanitary and Improvement District No. 404 of Douglas County, Nebraska ("SID #404"), its successors and assigns for sanitary sewer purposes and that GRANTEE shall be fully responsible for any damage it may cause to such sanitary sewer system and/or damage to its own transmission system resulting for the operation, maintenance, repair, reconstruction or other legitimate activity of SID #404, its successors or assigns in such easement area.

2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said transmission system, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 21 day of August, 1998.

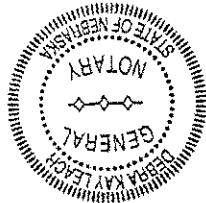
GRANTOR: GOTTSCHE LAND CO., A Nebraska Corporation

By: Brett A. Gottsch  
Brett A. Gottsch, President

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 1998 by Brett Gottsch, President of Gottsch Land Co.

MY COMMISSION EXPIRES: May 28, 2002



Deborah Day Leach  
Notary Public

Return to:  
WALSH, FULLENKAMP & DOYLE  
11440 West Center Road  
OMAHA, NEBRASKA 68144-4482  
dcl

# WARRANTY DEED

BOOK 1894 PAGE 165

Linn R. Johnson and Marcia K. Johnson, husband and wife, Grantor, whether one or more,  
in consideration of Ten Dollars and Other Valuable Considerations

, receipt of which is hereby acknowledged, conveys to

Gottsch Feeding Corporation

, Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Douglas County, Nebraska:

The South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 6, Township 15 North, Range 11 East  
of the 6th P.M., Douglas County, Nebraska, except that part taken for highway  
purposes.

1894 1165 N 6-15-11 DEED VK MC 500  
A OF Deed COMP FIB 01-60172

RECEIVED  
MAR 14 11 03 AM '91  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

(1) is lawfully seized of such real estate and that it is free from encumbrances, but subject to  
easements, restrictions, covenants and conditions presently of record.

(2) has legal power and lawful authority to convey the same;

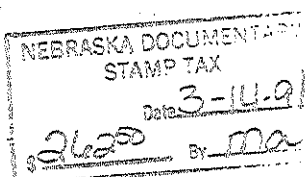
(3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: February 6<sup>th</sup>, 1991

Linn R. Johnson  
Linn R. Johnson

Marcia K. Johnson  
Marcia K. Johnson

State of Nebraska  
County of Douglas



The foregoing instrument was acknowledged before me on February 6, 1991  
by Linn R. Johnson and Marcia K. Johnson, husband and wife



Betty P. Thompson

2577 Deed

Doc 519 Attorneys fees

1894 715

WARRANTY DEED

Bernard G. (Pat) Gottsch, GRANTOR, in consideration of

Five hundred seventy five thousand seven- COLLARS received from GRANTEE,  
hundred fifteen and 00/100 (\$575,715.00) xxxxxxxx

GOTTSCH FEEDING CORPORATION

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Bernard G. Gottsch's interest in 383.81 acres (that being  
191.905 acres) in Douglas County, Nebraska - parts of  
Section 6, Township 15 North, Range 11 East of 6th P. M.  
as described in Exhibit A attached.

NOTIFIED

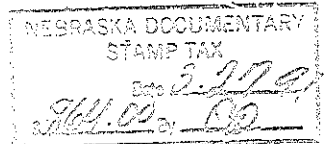
JAN 27 9 29 AM '91

RECORDED  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEB.

RAW 6-15-11 PD 10  
715-714 6-15-11 DE 10  
COMP 6-15-11 DE 10

GRANTOR covenants jointly and severally, if more than one, with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.



Executed January 18, 1991

*Bernard G. Gottsch*

...Bernard G. Gottsch

STATE OF NEBRASKA

COUNTY OF Douglas

SS.

The foregoing instrument was acknowledged before me on January 18, 1991  
by Bernard G. Gottsch



*William L. Gottsch*  
Notary Public  
My commission expires 3/8/93

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on 10 of o'clock M., and  
recorded in Deed Record Page

County or Deputy County Clerk  
Register or Deputy Register of Deeds

LEGAL DESCRIPTIONS

PARCEL I: The Northeast Quarter (NE1/4) of Section 6, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska. 159.25

PARCEL II: The East Half of the Southeast Quarter (E1/2 SE1/4) of Section 6, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, except a tract being more particularly described as follows: 16 Acres

Beginning at the Southeast corner of said Quarter Section; thence Westerly a distance of 1327.91 feet along the South line of said Quarter Section; thence Northerly deflecting 091 degrees, 06 minutes, 47 seconds right, a distance of 166.81 feet along the property line; thence Easterly deflecting 088 degrees, 52 minutes, 39 seconds right, a distance of 742.42 feet; thence Easterly deflecting 002 degrees, 58 minutes, 49 seconds right, a distance of 586.04 feet; thence Southerly deflecting 088 degrees, 17 minutes 25 seconds right, a distance of 136.56 feet along the East line of said Quarter Section to the Point of Beginning.

PARCEL III: The West Half of the Southeast Quarter (W1/2 SE1/4) of Section 6, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, except a tract being more particularly described as follows:

Beginning at the Southwest corner of said Quarter Section; thence Easterly a distance of 1327.91 feet along the South line of said Quarter Section; thence Northerly deflecting 088 degrees 53 minutes, 13 seconds left, a distance of 166.81 feet along the property line; thence Westerly deflecting 090 degrees, 43 minutes, 06 seconds left, a distance of 709.60 feet; thence Westerly deflecting 002 degrees, 42 minutes, 56 seconds left, a distance of 619.61 feet; thence Southerly deflecting 086 degrees, 42 minutes, 50 seconds left, a distance of 146.60 feet along the West line of said Quarter Section to the Point of Beginning. 150.49

PARCEL IV: The East Half of the Southwest Quarter (E1/2 SW1/4) of Section 6, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, except a tract being more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section; thence Westerly a distance of 1221.86 feet along the South line of said Quarter Section; thence Northerly deflecting 090 degrees, 48 minutes, 32 seconds right; a distance of 151.66 feet along the property line; thence Easterly deflecting 083 degrees, 43 minutes, 55 seconds right, a distance of 155.86 feet; thence Easterly deflecting 003 degrees, 28 minutes, 33 seconds right, a distance of 338.11 feet; thence Easterly deflecting 001 degrees, 32 minutes, 22 seconds right, a distance of 729.17 feet; thence Southerly deflecting 089 degrees, 24 minutes, 03 seconds right, a distance of 146.60 feet along the East line of said Quarter Section to the Point of Beginning. 383.80