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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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

THIS DECLARATION, made on the date hereunder set forth, is made by PACESETTER HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots One (1) through One Hundred Seventeen (117) inclusive and Lots One Hundred Twenty-One (121) through One Hundred Forty-Two (142) inclusive, in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. 21

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

The Declarant desires to provide for the preservation of the values and amenities of Quail Hollow, and for the maintenance of the character and residential integrity of Quail Hollow, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Quail Hollow.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot.

ARTICLE I.

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling device, or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

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

elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

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

(c) Written Notice of the approval or disapproval 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 disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by the Declarant.

4. Subject to the specific requirements set forth in this Declaration, all foundations of all Lots shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls and any exposed foundations walls of all main residential structures facing any street must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Any fireplace chimney or enclosure of any fireplace flue which is located on the front side of a residence shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant. All fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, weathered wood in color, wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. 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". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, construction or storage areas, including model homes and general offices, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke vibration and radiation. 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.

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

8. No tree houses, tool sheds, play houses, windmills or similar structures shall be permitted on any Lot. Basketball backboards will not be approved if mounted to house or other similar structure.

9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 or similar chattels 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.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractor-trailers or other commercial vehicles shall be stored, parked kept or maintained in any yards, driveways, or streets. However, this Section 10 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored, permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by (10) feet.

12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than Ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron or vinyl. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.

13. No swimming pool may extend more than one foot above ground Level.

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

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha.

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

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog house and dog run or kennel shall be permitted only with the written approval of the Declarant or its assigns; provided always that any permitted dog house and dog run or kennel shall be located immediately adjacent to the rear of the residence and hidden from view and that a six (6) foot high solid or board on board fence is constructed around the entire perimeter of the rear yard area containing the dog house and dog run or kennel. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner.

18. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Declarant according to the requirements set forth in Article I, paragraph 2, and 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 shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Quail Hollow to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion.

QUAIL HOLLOW

ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Quail Hollow Homeowners Association, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas, signs, fences and entrances for Quail Hollow. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Quail Hollow; and the protection and maintenance of the residential character of Quail Hollow.

2. Membership and Voting. Quail Hollow is divided into 139 separate residential lots (referred to as the "Lots"). Subsequent phases, if any, of the Quail Hollow development shall be annexed hereto and shall be considered Lots as referred to in this Declaration. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

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

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

a. When the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

b. On June 1, 2007 or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Quail Hollow.

(c) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors of the Association and Members serving thereunder.

(e) The exercise of all the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any fence, entrance monuments, traffic circle landscaping, signs and landscaping which have been installed in easement or right of way areas of the Quail Hollow subdivision and center islands dividing dedicated roads, in generally good and neat condition.

6. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of the Declaration, the Board of Directors shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Fifty and no/100 Dollars (\$50.00) per Lot.

(b) In each calendar year beginning on January 1, 2001, one hundred twenty five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 (\$200.00) per lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 6 and 7, above.

14. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specific Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall, be indemnified against the interest, costs, and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs, and attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

17. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion (s) may be effected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenant, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III Easements

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, any telephone system, or any company which has been granted a franchise to provide a cable television system with the Lots, Metropolitan Utilities District, Peoples Natural Gas, and Sanitary and Improvement District No. 437 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of any kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

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

3. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence and/or other buffer, including but not limited to trees, and standards and related accessories to said buffer, located on, over and upon the rear most fifteen (15) foot wide strip of land abutting the south boundary line of Lots 1, and Lots 4 through 16, as well as the east boundary line of Lot 6 and the west boundary line of Lot 7, Quail Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. Other easements are provided for in the final plat of Quail Hollow filed or to be filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV. GENERAL PROVISIONS.

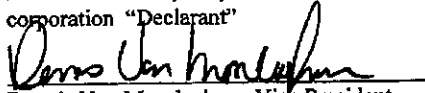
1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce, by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) year periods from the date of this Declaration. 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 Lots. This Declaration may be amended by Pacesetter Homes, Inc., a Nebraska corporation, its successor or assigns or any person, firm, corporation, partnership or entity designated in writing by Pacesetter Homes, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of then (10) years from the date hereof. Thereafter this Declaration, may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, as to any Lot or Lots at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

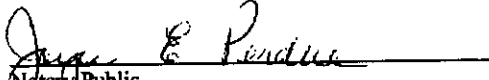
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 1 day of June 2001.

Pacesetter Homes, Inc., a Nebraska corporation "Declarant"

Dennis Van Moorlehem, Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2001, by Dennis Van Moorlehem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of said company.


GENERAL NOTARY-State of Nebraska
JOYCE E. PERDUE
My Comm. Exp. Nov. 23, 2004


Notary Public



MISC 2004075944



JUN 10 2004 14:13 P 2

2 min 121.00 MI-31608
FEE 24.00 FB MI-31609
222 BKP C/O COMP.
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27065

After recording, please return to:

Robert J. Huck, Esq.
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
6/10/2004 14:13:58.79
2004075944

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 1 through 117, inclusive, and Lots 121 through 142, inclusive, in Quail Hollow, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Page 55. Lots 80 and 81 were subsequently replatted as Lots 1 and 2, Quail Hollow Replat 1, and are subject to the Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska recorded September 6, 2002 in the Office of the Register of Deeds of Douglas County, Nebraska in Book 1460 at Page 33. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article I, Section 15 of the Declaration to read, in its entirety, as follows:

15. Except as set forth below in this Section 15, each Owner of a Lot shall construct, or cause the construction of, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in front of such Owner's Lot and upon each side street of each corner Lot (where applicable). 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha. Notwithstanding the foregoing, in connection with certain Lots selected by Declarant, in its sole discretion, Declarant has constructed, or shall construct, curved sidewalks. Such curved sidewalks shall be located in the public right-of-way in front of such Lots (and in the case of corner Lots, in the right-of-way on the street side of such Lots) and on a strip of land at the front of each such Lot (or on the street side of

*Pacesetter Homes Inc
7002 S. 131 Ave
Omaha ne 68138*

each Lot for corner Lots), which strip of land shall not exceed five (5) feet. All such sidewalks (whether the curved sidewalks constructed by Declarant or the straight sidewalks constructed by Owners) shall be public sidewalks, and Declarant hereby reserves in favor of the public, for public use, a perpetual easement for use of the sidewalks for ordinary pedestrian and similar purposes to the extent that any portion or portions thereof are constructed on the front five (5) feet of any Lot or a strip of land not to exceed five (5) feet on the street side of any corner Lot.

22: 4. Declarant hereby amends the Declaration by adding in Article I thereof the following new Section

22. Declarant has planted, or will plant, trees in the public right-of-way in front of certain Lots, selected by Declarant in its sole discretion. Each Owner of any such Lot shall keep the trees located in the right-of-way located in front of such Owner's Lot trimmed, pruned, and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition. Should any of such trees be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at the Owner's expense, replace such trees with trees of the same or similar type and quality. In the event that any Owner fails to perform the maintenance required of the trees under this Section 22, the Association (as defined in Article II of this Declaration) shall be permitted to perform, or cause to be performed, all such maintenance and shall invoice such Owner for the reasonable costs, fees, and expenses in connection therewith. The amount of any such invoices shall, for all purposes, constitute dues and assessments (as defined in Article II of this Declaration) due from the Owner to the Association.

5. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

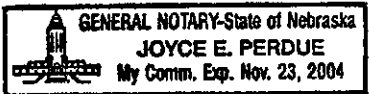
IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 10 day of June, 2004.

PACESETTER HOMES, INC.,
a Nebraska corporation

By: Dennis Van Moorleghe
Dennis Van Moorleghe, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of June, 2004 by Dennis Van Moorleghe, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.



Joyce E. Perdue
Notary Public

Quail Hollow

lot 1 thru 142

Plat and Dedication:

Filed 6-1-00, in Book 8153 at Page 404, 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 _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 6-8-01, in Book 1385 at Page 55, 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

MUD, People Natural Gas + SIO # 437 of Douglas Co.
for utility, installation and maintenance

☒ on, over, through, under and across

or

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

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

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1385-55
Dated 8-30-02 Filed 9-6-02, Book 1460 at Page 033, Instrument No. _____

Quail Hollow

lot 1 thru 142

Plat and Dedication:

Filed 6-1-00, in Book 8153 at Page 404, 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 _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 6-8-01, in Book 1385 at Page 55, 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

MUD, People Natural Gas +: SID# 437 of Douglas Co.
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 11 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1385-55
Dated 8-2-02 Filed 9-6-02 Book 1460 at Page 033, Instrument No. _____



2153 404 DEED



07226 00 404-410

Nebr Doc Stamp Tax
67/1000
Date
\$ 244.86
By <i>W</i>

RICHARD N JAMES
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 JUN -1 AM 10:56

RECEIVED

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

7
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10/14/11
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dc

STORM SEWER EASEMENTS.
SEE RECORDED DOCUMENTS.

STORM AND DRAINAGE EASEMENT
SEE RECORDED DOCUMENT

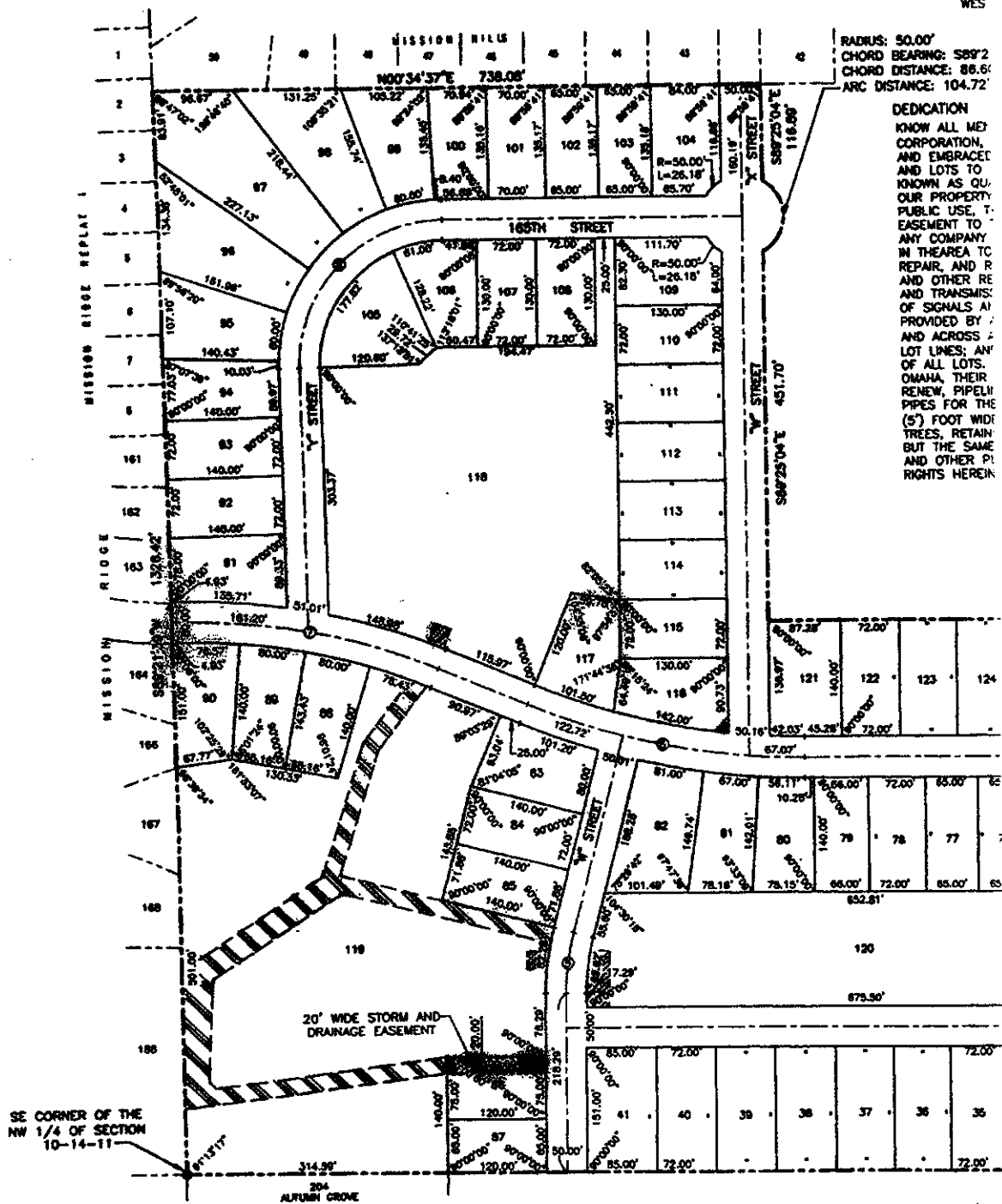
SANITARY AND STORM SEWER EASEMENT
SEE RECORDED DOCUMENT

Q

BEI
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RADIUS: 50.00'
CHORD BEARING: S89°2
CHORD DISTANCE: 86.6'
ARC DISTANCE: 104.72'

DEDICATION
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AND OTHER RI
RIGHTS HEREIN



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL L

QUAIL HOLLOW

LOTS 1 THRU 142, INCLUSIVE

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.00 FEET OF THE WEST 470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10.

RADIUS: 50.00'
CHORD BEARING: S89°25'04"E
CHORD DISTANCE: 88.60'
ARC DISTANCE: 104.72'

NOTES: THERE WILL BE NO DIRECT VEHICULAR STREET OVER THE NORTH LINES OF 16, INCLUSIVE.

DEDICATION

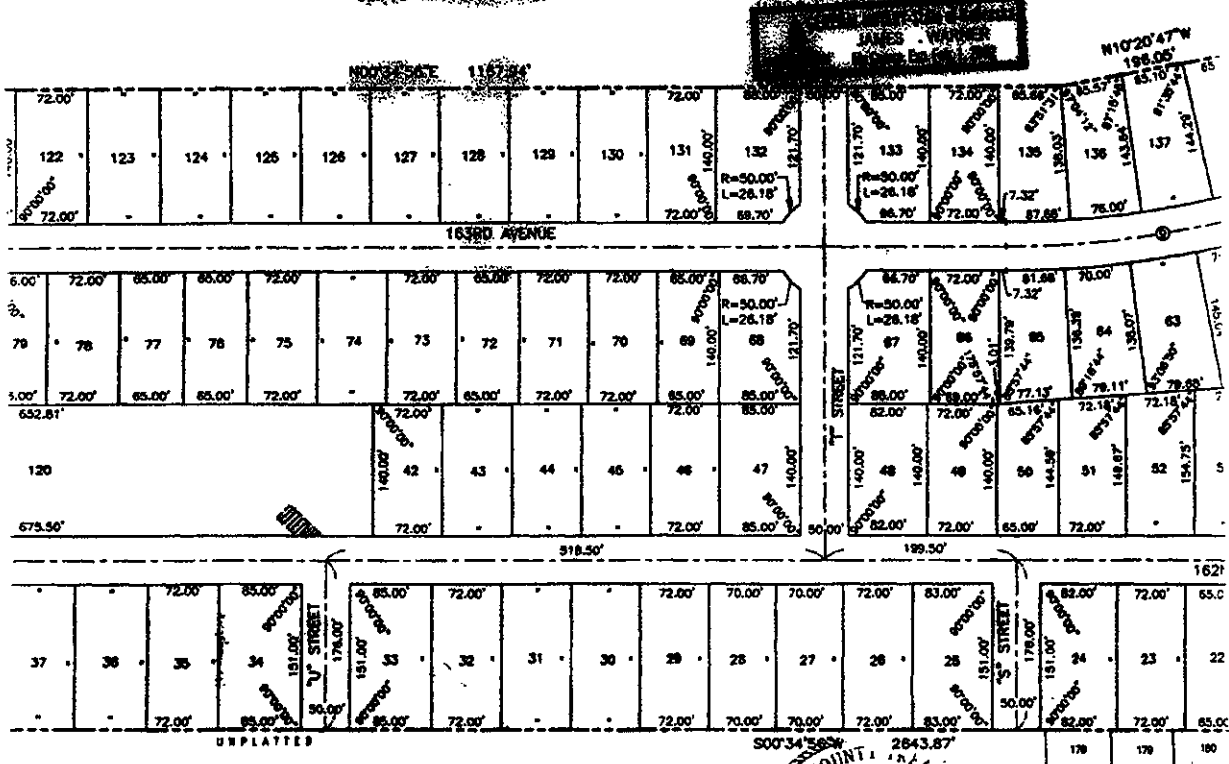
KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAIL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *[Signature]*
DENNIS VAN DER BEEK, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY DENNIS VAN DER BEEK, VICE PRESIDENT OF PACESETTER HOMES, INC., A NEBRASKA CORPORATION.

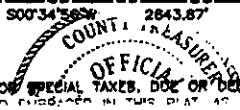
[Signature]
NOTARY PUBLIC

PROPERTY LINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
A	09°05'35"	62.59'	124.92'
CENTERLINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
1	05°50'10"	29.32'	56.58'
2	06°22'41"	89.70'	179.22'
3	06°22'41"	90.30'	180.42'
4	91°04'51"	178.33'	278.19'
5	14°30'18"	38.18'	75.95'
6	22°29'43"	175.01'	345.50'
7	23°43'00"	165.04'	325.35'
8	91°13'17"	178.77'	278.62'
9	18°30'09"	167.75'	332.57'
10	12°44'32"	65.87'	131.20'

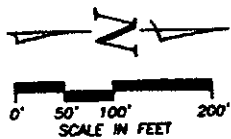


RS HAVE BEEN FOUND OR SET AT ALL
S WILL BE SET AT ALL LOT CORNERS, ANGLE
BEING A PLATTING OF THE EAST 1/2

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF



NE
NW
SE



DIRECT VEHICULAR ACCESS ONTO "G" NORTH LINES OF LOT 1 AND LOTS 4 THRU

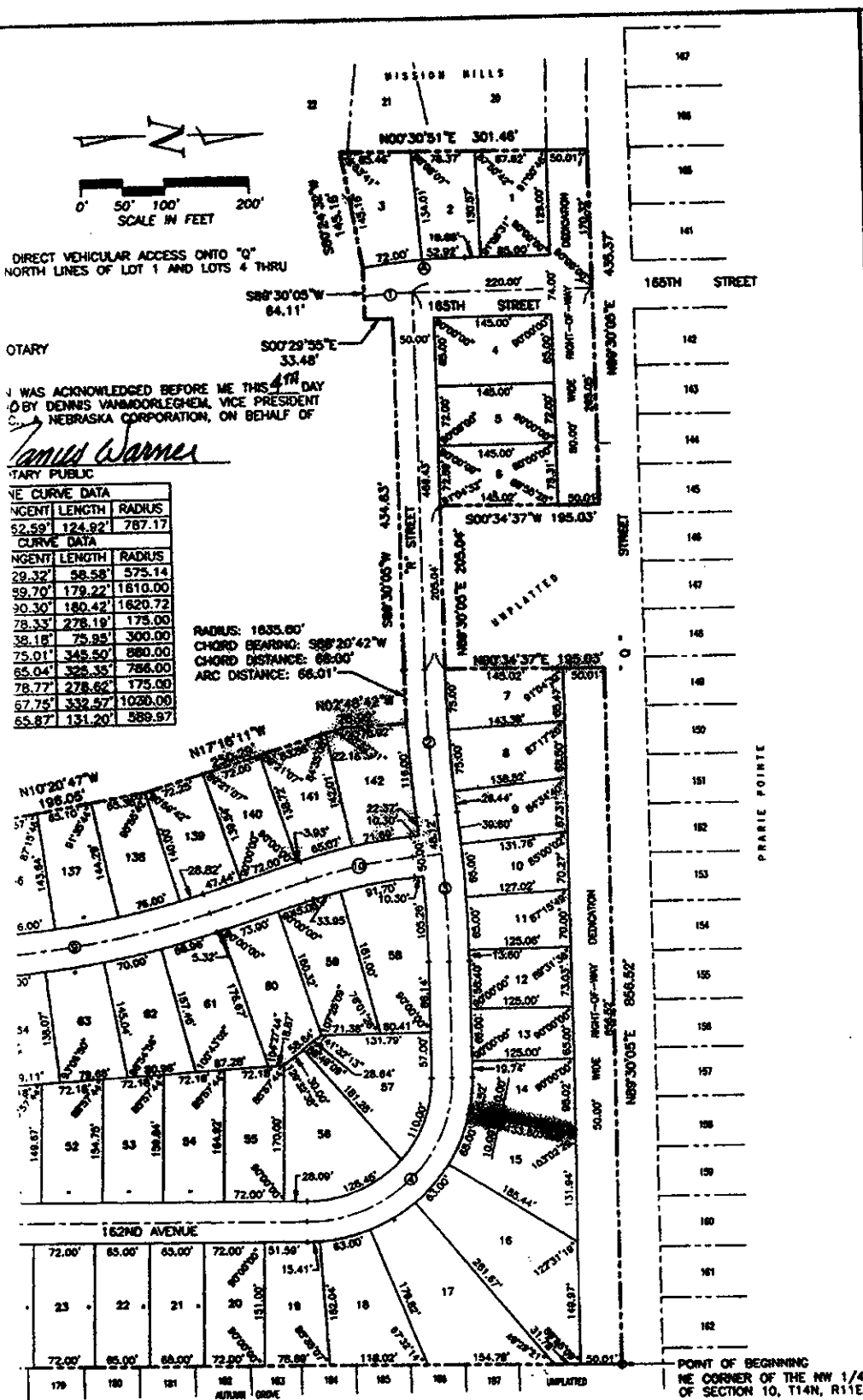
OTARY

WAS ACKNOWLEDGED BEFORE ME THIS 4TH DAY OF DECEMBER 1999 BY DENNIS VANMORLEGHEM, VICE PRESIDENT OF NEBRASKA CORPORATION, ON BEHALF OF

Dennis VanMORLEGHEM
NOTARY PUBLIC

VE CURVE DATA		
ANGLE	LENGTH	RADIUS
52.59°	124.92'	787.17'
CURVE DATA		
ANGLE	LENGTH	RADIUS
29.32°	58.58'	575.14'
29.70°	179.22'	1810.00'
30.30°	180.42'	1820.72'
28.33°	278.19'	175.00'
38.18°	75.85'	300.00'
75.01°	345.50'	880.00'
55.04°	325.35'	786.00'
78.77°	278.62'	175.00'
67.75°	332.57'	1020.00'
55.87°	131.20'	589.97'

RADIUS: 1635.00'
CHORD BEARING: S88°20'42"W
CHORD DISTANCE: 68.00'
ARC DISTANCE: 68.01'



AT THE PROPERTY

APPROVAL OF OMAHA CITY COUNCIL
THIS PLAT OF QUAIL HOLLOW WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA, NEBRASKA, ON FEBRUARY 24, 1999

AS SHOWN				
DATE	DATE	BY	DATE	BY
FEB. 24, 1999		JKW		CED
FINAL PLAT				
MPSON, DRESSSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10836 OLD MILL ROAD OMAHA, NE 68184 (402) 330 - 8860				

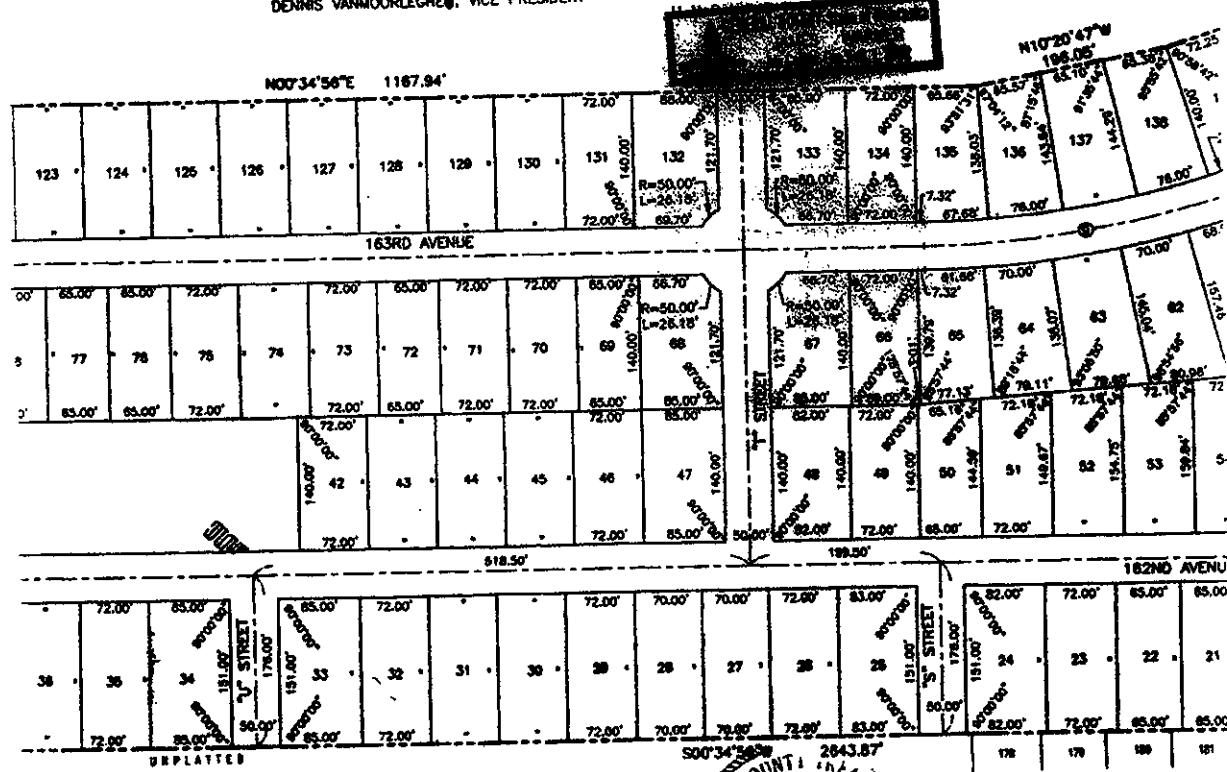
ADDED 10/4/92

DEDICATION
KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES OF ALL LOTS, PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *Dennis VanMoorleghe*
DENNIS VANMOORLEGHE, VICE PRESIDENT

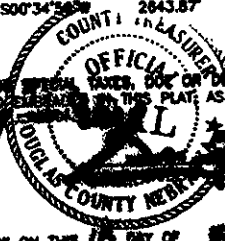
ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY DENNIS VANMOORLEGHE OF PACESETTER HOMES, INC., A NEBRASKA CORPORATION.
James Warme
NOTARY PUBLIC

PROPERTY LINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
A	09°05'33"	82.59'	124.92'	787.17'
CENTERLINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
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3	08°22'41"	90.30'	180.42'	1620.72'
4	01°04'51"	178.33'	278.19'	175.00'
5	14°30'18"	38.18'	75.85'	300.00'
6	22°29'43"	175.01'	349.50'	880.00'
7	23°43'00"	165.04'	325.35'	785.00'
8	01°13'17"	178.77'	278.62'	175.00'
9	18°30'00"	187.75'	332.67'	1030.00'
10	12°44'32"	65.87'	131.20'	589.97'



BEEN FOUND OR SET AT ALL
IF SET AT ALL LOT CORNERS, ANGLE
TO A PLATTING OF THE EAST 1/2
EAST 205.00 FEET OF THE WEST
AS FOLLOWS: BEGINNING AT THE
ST 1/2 OF SAID NW 1/4 TO THE
HEREOF; THENCE N00°34'37\"/>

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF
THIS OFFICE THIS 16 DAY OF APRIL, 1999.



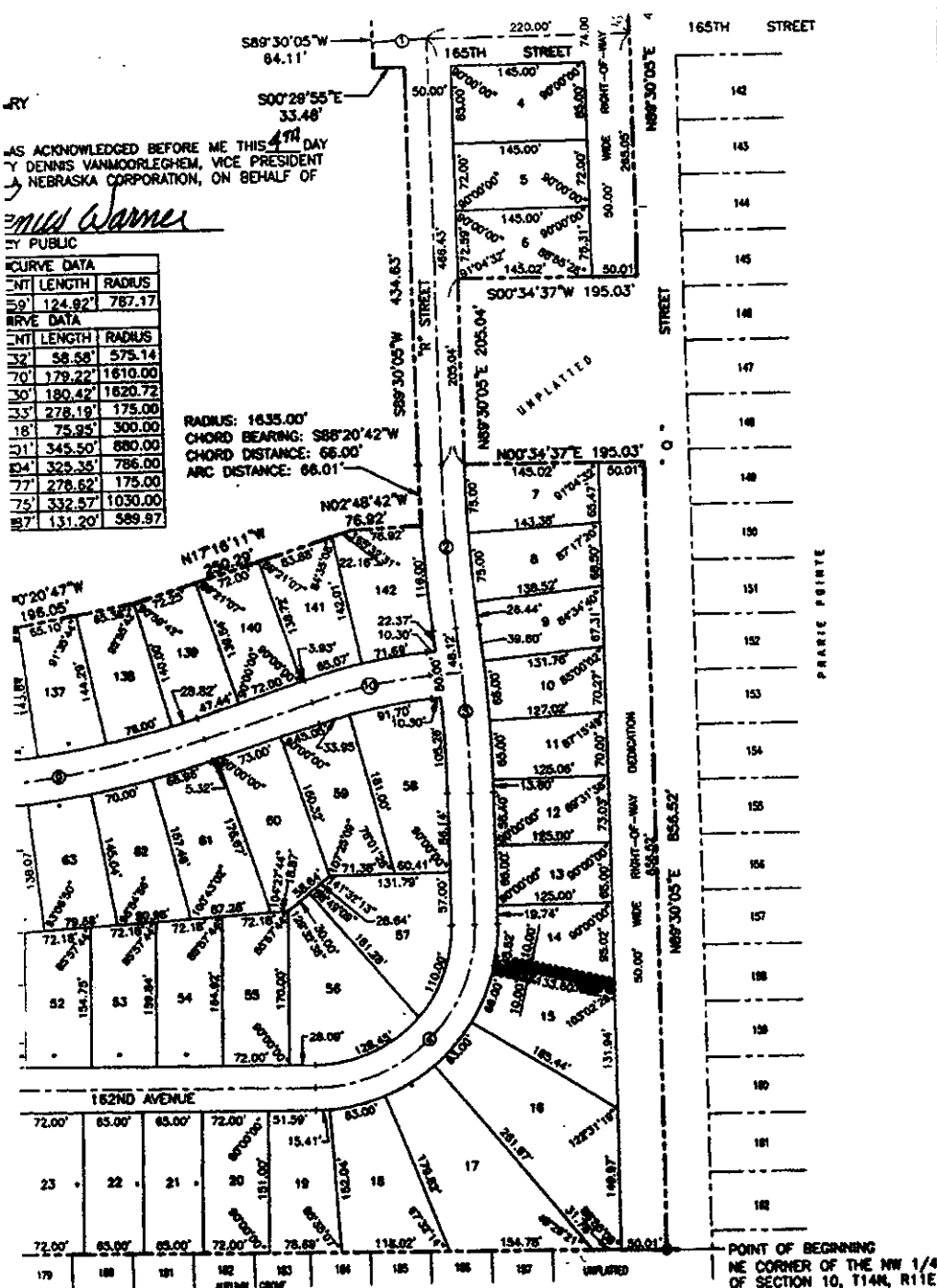
APPROVAL OF CITY ENGINEER
I HEREBY APPROVE THIS PLAT OF QUAL HOLLOW ON THIS 16 DAY OF APRIL, 1999.
Henry Vieserger
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE
OMAHA MUNICIPAL CODE.
DATE 4/3/1999
Henry Vieserger
CITY ENGINEER

APPROVAL OF CITY PLANNING BOARD
THIS PLAT OF QUAL HOLLOW WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA
THIS 14 DAY OF MARCH, 1999.
[Signature]
CHAIRMAN



CHRIS E. DORNER
NEBRASKA R.L.S. 507



AS ACKNOWLEDGED BEFORE ME THIS DAY
BY DENNIS VANMOORLEGHEM, VICE PRESIDENT
OF NEBRASKA CORPORATION, ON BEHALF OF

Bill Warner
BY PUBLIC

CURVE DATA		
STATION	LENGTH	RADIUS
59	124.82	787.17
SPLINE DATA		
STATION	LENGTH	RADIUS
32	58.58	575.14
70	179.22	1610.00
30	180.42	1620.72
33	278.19	175.00
18	75.95	300.00
31	345.50	880.00
34	325.35	786.00
77	278.62	175.00
75	332.57	1030.00
87	131.20	589.97

RADIUS: 1635.00'
CHORD BEARING: S88°20'42"W
CHORD DISTANCE: 66.00'
ARC DISTANCE: 66.01'

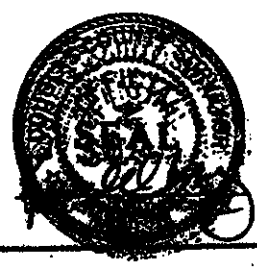
THE PROPERTY
CORDS OF

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APPROVAL OF OMAHA CITY COUNCIL
THIS PLAT OF QUAIL HOLLOW WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF
OMAHA THIS 17 DAY OF March 1999.
Paul J. Kerec
CITY CLERK

REVIEW BY DOUGLAS COUNTY ENGINEER
THIS PLAT OF QUAIL HOLLOW WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER
ON THIS 16 DAY OF February 1999: *Good*



Public	Fee
Owner	
Surveyor	
Reviewed by	
Accepted by	
Recorded	
QUAIL HOLLOW	
FINAL PLAT	
2 THOMPSON, DRIESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10836 OLD MILL ROAD OMAHA, NE 68154 (402) 330 - 8880	
245-125	
A245125A.DWG	



BK 1460 PG 033-035



MISC 2002 21187

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 SEP -6 PM 3: 29

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After recording, please return to:

Robert J. Huck, Esq.
~~CROKER, HUCK, KASHER, DeWITT,~~
~~ANDERSON & GONDERINGER, P.C.~~
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

misc
3
138
FEE 84.00 FB MI-3/607
BKP _____ C/O _____ COMP *[Signature]*
DEL _____ SCAN *[Signature]* FV _____

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska (the "Declaration") is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. The Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements covering the real property described as: Lots One (1) through One-Hundred Seventeen (117) inclusive, and Lots One Hundred Twenty-one (121) through One Hundred Forty-two (142) inclusive in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was dated June 1, 2001, and was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Pages 55 through 63, inclusive. Lots Eighty (80) and Eighty-One (81) have subsequently been replatted as Lots One (1) and Two (2), Quail Hollow Replat 1 and are subject to the same Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration.

3. Declarant hereby amends Article I, Section 10 of the Declaration in its entirety to read as follows:

10. Storage, Parking, Maintenance, and Keeping of any "Vehicle" on any Lot

- a) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck mounted camper, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than

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in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year.

- b) No grading or excavating equipment, tractors or semi-trailers or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways, or streets.
- c) Only motor vehicles, other than listed in 10(a) and 10(b), and "light-duty" trucks may be parked or stored outside on any Lot on a regular basis, providing they are driven on a regular basis by the occupants of the dwelling located on such Lot. "Light-duty" truck shall mean any truck having less than a 9200 pound Gross Vehicle Weight reading ("GVW") and having a single rear-wheeled axle.
- d) This section 10 does not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

4. In all other respects, the Declaration heretofore executed is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 30 day of August, 2002.

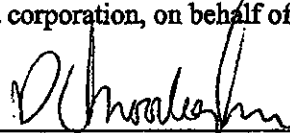
PACESETTER HOMES, INC. a Nebraska corporation

By: 
Ralph J. Heavrin, President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 30 day of August, 2002 by Ralph J. Heavrin, President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.





Notary Public

First Amendment to Covenants at Quail Hollow (00202730.WPD;1)

BK 1385 PG 055-063

MISC 2001 08402

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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

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THIS DECLARATION, made on the date hereunder set forth, is made by PACESETTER HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots One (1) through One Hundred Seventeen (117) inclusive and Lots One Hundred Twenty-One (121) through One Hundred Forty-Two (142) inclusive, in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Quail Hollow, and for the maintenance of the character and residential integrity of Quail Hollow, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Quail Hollow.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot.

ARTICLE I.

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling device, or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

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

elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

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

(c) Written Notice of the approval or disapproval 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 disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by the Declarant.

4. Subject to the specific requirements set forth in this Declaration, all foundations of all Lots shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls and any exposed foundations walls of all main residential structures facing any street must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Any fireplace chimney or enclosure of any fireplace flue which is located on the front side of a residence shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant. All fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, weathered wood in color, wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. 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". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, construction or storage areas, including model homes and general offices, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke vibration and radiation. 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.

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

8. No tree houses, tool sheds, play houses, windmills or similar structures shall be permitted on any Lot. Basketball backboards will not be approved if mounted to house or other similar structure.

9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 or similar chattels 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.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractor-trailers or other commercial vehicles shall be stored, parked kept or maintained in any yards, driveways, or streets. However, this Section 10 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored, permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by (10) feet.

12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than Ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron or vinyl. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.

13. No swimming pool may extend more than one foot above ground Level.

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

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each 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

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before occupancy thereof, provided however, this provision shall vary to comply with any requirements of the City of Omaha.

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

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog house and dog run or kennel shall be permitted only with the written approval of the Declarant or its assigns; provided always that any permitted dog house and dog run or kennel shall be located immediately adjacent to the rear of the residence and hidden from view and that a six (6) foot high solid or board on board fence is constructed around the entire perimeter of the rear yard area containing the dog house and dog run or kennel. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner.

18. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Declarant according to the requirements set forth in Article I, paragraph 2, and 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 shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Quail Hollow to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion.

QUAIL HOLLOW

ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Quail Hollow Homeowners Association, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas, signs, fences and entrances for Quail Hollow. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Quail Hollow; and the protection and maintenance of the residential character of Quail Hollow.

2. Membership and Voting. Quail Hollow is divided into 139 separate residential lots (referred to as the "Lots"). Subsequent phases, if any, of the Quail Hollow development shall be annexed hereto and shall be considered Lots as referred to in this Declaration. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

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

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

a. When the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

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b. On June 1, 2007 or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Quail Hollow.

(c) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors of the Association and Members serving thereunder.

(e) The exercise of all the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any fence, entrance monuments, traffic circle landscaping, signs and landscaping which have been installed in easement or right of way areas of the Quail Hollow subdivision and center islands dividing dedicated roads, in generally good and neat condition.

6. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of the Declaration, the Board of Directors shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

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8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Fifty and no/100 Dollars (\$50.00) per Lot.

(b) In each calendar year beginning on January 1, 2001, one hundred twenty five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 (\$200.00) per lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 6 and 7, above.

14. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specific Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall, be indemnified against the interest, costs, and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs, and attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

17. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion (s) may be effected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenant, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes, of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III Easements

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, any telephone system, or any company which has been granted a franchise to provide a cable television system with the Lots, Metropolitan Utilities District, Peoples Natural Gas, and Sanitary and Improvement District No. 437 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of any kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

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

3. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence and/or other buffer, including but not limited to trees, and standards and related accessories to said buffer, located on, over and upon the rear most fifteen (15) foot wide strip of land abutting the south boundary line of Lots 1, and Lots 4 through 16, as well as the east boundary line of Lot 6 and the west boundary line of Lot 7, Quail Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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4. Other easements are provided for in the final plat of Quail Hollow filed or to be filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV. GENERAL PROVISIONS.

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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) year periods from the date of this Declaration. 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 Lots. This Declaration may be amended by Pacesetter Homes, Inc., a Nebraska corporation, its successor or assigns or any person, firm, corporation, partnership or entity designated in writing by Pacesetter Homes, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of then (10) years from the date hereof. Thereafter this Declaration, may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, as to any Lot or Lots at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

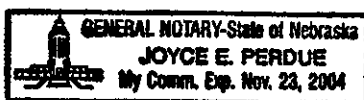
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 1 day of June 2001.

Pacesetter Homes, Inc., a Nebraska corporation "Declarant"

Dennis Van Moorlegghem
Dennis Van Moorlegghem, Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1 day of June, 2001, by Dennis Van Moorlegghem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of said company.



Joyce E. Perdue
Notary Public

Plat and Dedication,

Filed 6-1-00, in Book 2153 at Page 404, Instrument No. _____

X Grants a perpetual easement in favor of

X Omaha Public Power District,

X U.S. West Communications

Northwestern Bell Telephone Company

X 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 _____ 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.

X Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Dated 6-1-01 Filed 6-8-01, in Book 1385 at Page 55, Instrument No. _____

X Grants a perpetual easement in favor of

X Omaha Public Power District,

X U.S. West Communications

Northwestern Bell Telephone Company

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

MUD, People Natural Gas + SID #437

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 People Natural Gas for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

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

Does it include the following ?? Possible Telephone Connection Charge Yes or No

Any additional info.

A perpetual easement is Reserved in favor of the Declarant +
the Association to created install, repair reconstruct paint, maintain
over + upon the rear 15ft strip of land abutting the south boundary line

of lot 1 and 4 thru 16 and East Boundary line of lot 6 + 7
Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1385-55

Dated 8-30-02 Filed 9-6-02, in Book 1460 at Page 33, Instrument No. _____

2004
075944 Amendment Decl filed 6-10-04 to 1385-55 + 1460-30

Joint Utility Easement 1394-417

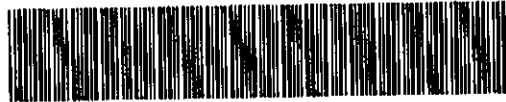
8/10/01 8/13/01 to OPD, Qwest Comm, any another

Company to Franchise to provide cable a permanent utility easement
to erect, operate, maintain Repair to lot 73 thru 81 and 99 thru

104



BK 1460 PG 033-035



MISC 2002 21187

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 SEP -6 PH 3:29

RECEIVED

After recording, please return to:

Robert J. Huck, Esq.
~~CROKER, HUCK, KASHER, DeWITT,~~
~~ANDERSON & GONDERINGER, P.C.~~
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

misc *3* *138* *✓*
FEE 84.00 FB MI-31607
BKP _____ C/O _____ COMP *✓*
DEL _____ SCAN *✓* FV _____

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska (the "Declaration") is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. The Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements covering the real property described as: Lots One (1) through One-Hundred Seventeen (117) inclusive, and Lots One Hundred Twenty-one (121) through One Hundred Forty-two (142) inclusive in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was dated June 1, 2001, and was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Pages 55 through 63, inclusive. Lots Eighty (80) and Eighty-One (81) have subsequently been replatted as Lots One (1) and Two (2), Quail Hollow Replat 1 and are subject to the same Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration.

3. Declarant hereby amends Article I, Section 10 of the Declaration in its entirety to read as follows:

10. Storage, Parking, Maintenance, and Keeping of any "Vehicle" on any Lot

- a) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck mounted camper, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than

(RETURN TO PACESETTER HOMES 7002 SO 171 AVE OMAHA 68138)

✓ 142199

in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year.

- b) No grading or excavating equipment, tractors or semi-trailers or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways, or streets.
- c) Only motor vehicles, other than listed in 10(a) and 10(b), and "light-duty" trucks may be parked or stored outside on any Lot on a regular basis, providing they are driven on a regular basis by the occupants of the dwelling located on such Lot. "Light-duty" truck shall mean any truck having less than a 9200 pound Gross Vehicle Weight reading ("GVW") and having a single rear-wheeled axle.
- d) This section 10 does not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

4. In all other respects, the Declaration heretofore executed is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 30 day of August, 2002.

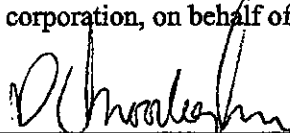
PACESETTER HOMES, INC. a Nebraska corporation

By: 
Ralph J. Heavrin, President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 30 day of August, 2002 by Ralph J. Heavrin, President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.





Notary Public

First Amendment to Covenants at Quail Hollow (00202730.WPD;1)

document Index - 1460033

Class - Register of Deeds Docs

BkPg/YrInstrNum
1460033

Doc. Type
MISC

Pages/Range
033-035

RcptNum/Date
2002 21187

Scan Date
9/6/02

Scan Time
4:14:25 PM

Film Address
020906.1. 217.



MISC 2004075944



JUN 10 2004 14:13 P 2

2 min 121.00 M1-31608
 137 FEE 14.00 FB M1-31609
 222 BKP C/O COMP.
 DEL SCAN FV
 27065

After recording, please return to:

Robert J. Huck, Esq.
 CROKER, HUCK, KASHER, DeWITT,
 ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1250
 Omaha, NE 68124

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 6/10/2004 14:13:58.79
 2004075944

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS OF
 QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 1 through 117, inclusive, and Lots 121 through 142, inclusive, in Quail Hollow, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Page 55. Lots 80 and 81 were subsequently replatted as Lots 1 and 2, Quail Hollow Replat 1, and are subject to the Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska recorded September 6, 2002 in the Office of the Register of Deeds of Douglas County, Nebraska in Book 1460 at Page 33. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article I, Section 15 of the Declaration to read, in its entirety, as follows:

15. Except as set forth below in this Section 15, each Owner of a Lot shall construct, or cause the construction of, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in front of such Owner's Lot and upon each side street of each corner Lot (where applicable). 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha. Notwithstanding the foregoing, in connection with certain Lots selected by Declarant, in its sole discretion, Declarant has constructed, or shall construct, curved sidewalks. Such curved sidewalks shall be located in the public right-of-way in front of such Lots (and in the case of corner Lots, in the right-of-way on the street side of such Lots) and on a strip of land at the front of each such Lot (or on the street side of

Pacesetter Homes Inc
7002 S. 131 Ave
Omaha ne 68138

each Lot for corner Lots), which strip of land shall not exceed five (5) feet. All such sidewalks (whether the curved sidewalks constructed by Declarant or the straight sidewalks constructed by Owners) shall be public sidewalks, and Declarant hereby reserves in favor of the public, for public use, a perpetual easement for use of the sidewalks for ordinary pedestrian and similar purposes to the extent that any portion or portions thereof are constructed on the front five (5) feet of any Lot or a strip of land not to exceed five (5) feet on the street side of any corner Lot.

4. Declarant hereby amends the Declaration by adding in Article I thereof the following new Section 22:

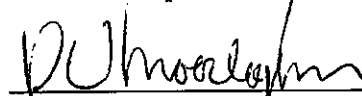
22. Declarant has planted, or will plant, trees in the public right-of-way in front of certain Lots, selected by Declarant in its sole discretion. Each Owner of any such Lot shall keep the trees located in the right-of-way located in front of such Owner's Lot trimmed, pruned, and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition. Should any of such trees be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at the Owner's expense, replace such trees with trees of the same or similar type and quality. In the event that any Owner fails to perform the maintenance required of the trees under this Section 22, the Association (as defined in Article II of this Declaration) shall be permitted to perform, or cause to be performed, all such maintenance and shall invoice such Owner for the reasonable costs, fees, and expenses in connection therewith. The amount of any such invoices shall, for all purposes, constitute dues and assessments (as defined in Article II of this Declaration) due from the Owner to the Association.

5. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 10 day of June, 2004.

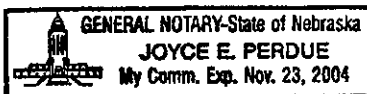
PACESETTER HOMES, INC.,
a Nebraska corporation

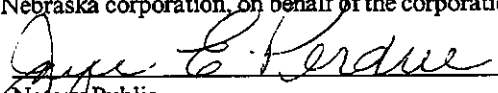
By:


Dennis Van Moorlegghem, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of June, 2004 by Dennis Van Moorlegghem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.




Notary Public

document Index - 2004075944

Class - Register of Deeds Docs

BkPg/YrInstrNum
2004075944

Doc. Type
MISC

Pages/Range
2

RcptNum/Date
JUN 10 2004

Scan Date
6/25/04

Scan Time
10:26:29 AM

Film Address
040622.1. 171.

WARRANTY DEED

BOOK 1792 PAGE 28

GEORGE LEONARD ROHWER and LOU ANNE ROHWER, Husband and Wife GRANTOR, in consideration of Ten and no/100 (\$10.00) ----- DOLLARS received from GRANTEE, PACESETTER HOMES, INC.,

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

Undivided one-quarter (1/4) interest in the East one-half (1/2) of the Northwest Quarter of Section 10, Township 14 North, Range 11, East of the 6th P.M., in Douglas County, Nebraska, except the North 195 feet of the East 205 feet of the West 470 feet thereof, and, except that part of the East 1/2 of the N.W. 1/4 of Section 10, T14N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the S.E. corner of said East 1/2; thence North (assumed bearing) 2410.00 feet on the East line of said East 1/2; thence S00°17'07"W 2410.25 feet to the South line of said East 1/2; thence N88°46'40"E 12.00 feet on the South line of said East 1/2 to the point of beginning.

RECEIVED
1986 NOV 14 PM 2:19

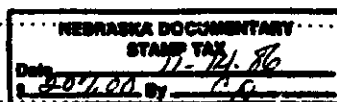
GEORGE J. CIOLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BK 1792 N 10-14-11 KT CJO Y FEE 5.50
PG 26 N 10-14-11 DEL IN MC BC
OF Deed COMP LT F/B 01-6000-2

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

- (1) is lawfully seised of such real estate and that it is free from encumbrances
Subject to easements, restrictions and covenants of record;
- (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.

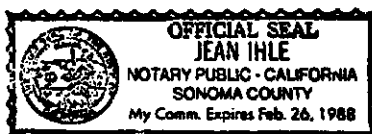
Executed ... November ... 11, ... 19 86.



George Leonard Rohwer
GEORGE LEONARD ROHWER
Lou Anne Rohwer
LOU ANNE ROHWER

STATE OF ~~NEBRASKA~~ CALIFORNIA)
COUNTY OF ... Sonoma.) SS.

The foregoing instrument was acknowledged before me on ... November ... 11, ... 19 86.
by ... George Leonard Rohwer and Lou Anne Rohwer



Jean Ihle
Notary Public
My commission expires ... 2-26-88

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on ... 19 ... at ... o'clock ... M., and
recorded in Deed Record ... Page ...

County or Deputy County Clerk
Register or Deputy Register of Deeds

WARRANTY DEED BOOK 1792 PAGE 29

JOHN HERMAN ROHMER and DENISE ANN ROHMER, Husband and Wife, and HERMAN EDWARD ROHMER and CLARA M. ROHMER, Husband and Wife, GRANTORS, whether one or more, GRANTEES, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration receipt of which is hereby acknowledged, conveys to METRO TITLE & ESCROW CO., Trustee, Grantee, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

an undivided 3/4 interest in the East 1/2 of the NW1/4 of Section 10, T14N, R11E of the 6th P.M., Douglas County, Nebraska, except the North 195 feet of the East 205 feet of the West 470 feet thereof and except that part of the East 1/2 of the NW1/4 of Section 10, T14N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SE corner of said East 1/2; thence North (assumed bearing) 2410.00 feet on the East line of said East 1/2; thence S 00°17'07" W 2410.25 feet to the South line of said East 1/2; thence N 88°46'40" E 12.00 feet on the South line of said East 1/2 to the point of beginning.

RECEIVED
1986 NOV 14 PM 2:25
GEORGE M. WELTZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

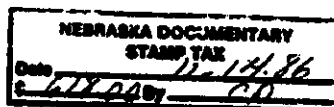
BK 1792 N 10-14-11 KP C/O V FEE 5.50
PG 29 N 10-14-11 DEL MC
OF Deeds COMP LX F/B 01-60000

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 November 13th 19 86.

JOHN HERMAN ROHMER

HERMAN EDWARD ROHMER

JOHN H. ROHMER, Attorney-in-Fact
for DENISE ANN ROHMER

CLARA M. ROHMER

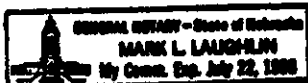
STATE OF NEBRASKA

COUNTY OF DOUGLAS

) ss.

The foregoing instrument was acknowledged before me on November 13th 19 86, by

Herman Edward Rohmer and Clara M. Rohmer, Husband and Wife, John Herman Rohmer and John H. Rohmer, Attorney-in-Fact for DENISE ANN ROHMER, Spouse of John Herman Rohmer.



Mark L. Laughlin
Notary Public
My commission expires

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on 19 at o'clock M., and

recorded in Deed Record Page

County or Deputy County Clerk
Register or Deputy Register of Deeds

1792 PAGE 31

SPECIAL WARRANTY DEED

Metro Title & Escrow Co., Trustee GRANTOR, in consideration of

One Dollar (\$1.00) and other good and valuable consideration received from GRANTEE,

Pacesetter Homes, Inc.

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

an undivided 3/4 interest in
the East 1/2 of the N.W. 1/4 of Section 10, T14N, R11E of the 6th P.M., Douglas County,
Nebraska, except the North 195 feet of the East 205 feet of the West 470 feet thereof and
except that part of the East 1/2 of the N.W. 1/4 of Section 10, T14N, R11E of the 6th P.M.,
Douglas County, Nebraska, described as follows: Beginning at the S.E. corner of said East
1/2; thence North (assumed bearing) 2410.00 feet on the East line of said East 1/2; thence
S00°17'07"W 2410.25 feet to the South line of said East 1/2; thence N88°46'40"E 12.00 feet
on the South line of said East 1/2 to the point of beginning.

SK 1792 N 10-14-11 RP C/O FEE 5.50
PG 31 N 10-14-11 DEL MC
OFF 10-14-11 COMP LT F/B 01-6-11

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 claiming the same or any part thereof through, by or under Grantor.

Executed November 14, 1986.

METRO TITLE & ESCROW CO., Trustee

By: John M. Hoeking, President

RECEIVED
1986 NOV 14 PM 2:32
GEORGE J. POLLECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

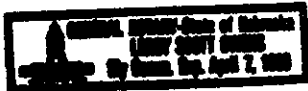
STATE OF NEBRASKA

COUNTY OF DOUGLAS

) SS.

The foregoing instrument was acknowledged before me on November 14, 1986.

by John M. Hoeking, President of Metro Title & Escrow Co., Trustee



Notary Public
My commission expires

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on 19 at o'clock M., and
recorded in Deed Record Page

County or Deputy County Clerk
Register or Deputy Register of Deeds

SPECIAL WARRANTY DEED

PAGE 1 of 1 PAGE

Land 10-14-11 NW 1/4 NW 1/4 E 1/2 NW 1/4

INSTRUMENT TYPE	DATES		BOOK / PAGE	FROM: TO:	Notes
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	F.D.		675	Rohwer	
	D.D.		1120	Rohwer	no eas
	F.D.		285	Rohwer	
	D.D.		1123	Rohwer	no eas
	F.D.		677	Rohwer	
	D.D.		1345	Rohwer	no eas
	F.D.		175	Rohwer	
	D.D.		1345	Rohwer	no eas
	F.D.		173	Rohwer	
misc	D.D.		782	Death certificated	no eas
	F.D.		11		
misc	D.D.		795	Rohwer	P.O.A
	F.D.		165	Rohwer	
	D.D.		1792	Rohwer 1/4	no eas
	F.D.		28	Pacesetter	
	D.D.		1792	Rohwer 3/4	no eas
	F.D.		29	Pacesetter	
	D.D.		1792	Rohwer	no eas
	F.D.		31	Paceller	
	D.D.		2008	Rohwer	
	F.D.		540	Rohwer Trust	
	D.D.		2106		
	F.D.		412		
	D.D.		2106		
	F.D.		413		
	D.D.		2106		
	F.D.		414		
	D.D.		2106		
	F.D.		415		
	D.D.		2106		
	F.D.		416		
WD Plat	D.D.		2142	Rohwer Trust	
	F.D.		151	Pacesetter Homes	
	D.D.		2153	Quail Hollow	
	F.D.			Plat	



2106 412 DEED



16018 98 412-

After recording return to:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72ND STREET, SUITE 1250
OMAHA, NE 68124

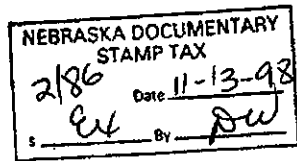
QUITCLAIM DEED

William R. Perdue and Cheri J. Perdue, husband and wife, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, **Pacesetter Homes, Inc., a Nebraska corporation**, quitclaims to Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

THAT PART OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NW 1/4; THENCE S 01°05'22"W (ASSUMED BEARING) 50.01 FEET ON THE EAST LINE OF SAID NW 1/4; THENCE WEST 252.38 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE S01°05'22"W 125.02 FEET ON A LINE 252.38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE WEST 100.02 FEET ON A LINE 175.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4; THENCE N 01°05'22"E 125.02 FEET ON A LINE 352.40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE EAST 100.02 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

NE NW

Executed: 8/31/98



William R. Perdue
William R. Perdue

Cheri J. Perdue
Cheri J. Perdue

RECEIVED
98 NOV 13 AM 8:08
RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

160184
FEE 5.50 FB 01-1000000
BNP 10-14-11 C/D Y COMP
DEL SCNN 108 TV

The foregoing instrument was acknowledged before me on 8/31/98, by William R. Perdue and Cheri J. Perdue, husband and wife.



Dennis Van Moorlegheem
Notary Public
My Commission Expires: 12/14/98

2106 413 DEED

16019 98 413-

After recording return to:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72ND STREET, SUITE 1250
OMAHA, NE 68124

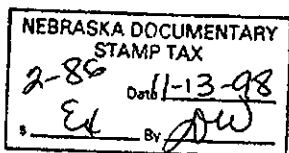
QUITCLAIM DEED

Ralph J. Heavrin and Joy D. Heavrin, husband and wife, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, Pacesetter Homes, Inc., a Nebraska corporation, quitclaims to Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

THAT PART OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NW 1/4; THENCE S 01°05'22"W (ASSUMED BEARING) 50.01 FEET ON THE EAST LINE OF SAID NW 1/4; THENCE WEST 252.38 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE S01°05'22"W 125.02 FEET ON A LINE 252.38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE WEST 100.02 FEET ON A LINE 175.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4; THENCE N 01°05'22"E 125.02 FEET ON A LINE 352.40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE EAST 100.02 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

NE NW

Executed: August 31, 1998



Ralph J. Heavrin
Ralph J. Heavrin

Joy D. Heavrin
Joy D. Heavrin

RECEIVED
98 NOV 13 AM 8:08
RICHARD A. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

160198
FEE 5.00 PD 01-000000
BKP 10-14-11 C/O V COMP
DEL SCAN FV

The foregoing instrument was acknowledged before me on August 31, 1998, by Ralph J. Heavrin and Joy D. Heavrin, husband and wife.



Joyce E. Blair
Notary Public
My Commission Expires: 11-23-2000



2106 414 DEED



16020 98 414-

After recording return to:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72ND STREET, SUITE 1250
OMAHA, NE 68124

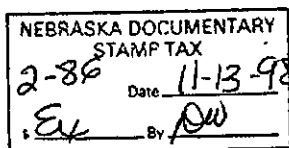
QUITCLAIM DEED

Dennis Van Moorleghem and Sharon L. Van Moorleghem, husband and wife,
Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration
received from Grantee, **Pacesetter Homes, Inc., a Nebraska corporation,** quitclaims
to Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-
201):

THAT PART OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH
P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NE CORNER OF SAID NW 1/4; THENCE S
01°05'22"W (ASSUMED BEARING) 50.01 FEET ON THE EAST LINE OF
SAID NW 1/4; THENCE WEST 252.38 FEET ON A LINE 50.00 FEET
SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO
THE POINT OF BEGINNING; THENCE S01°05'22"W 125.02 FEET ON A
LINE 252.38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF
SAID NW 1/4; THENCE WEST 100.02 FEET ON A LINE 175.00 FEET
SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4;
THENCE N 01°05'22"E 125.02 FEET ON A LINE 352.40 FEET WEST OF
AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE EAST
100.02 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO
THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

NENW

Executed: 8/27/98



Dennis Van Moorleghem
Dennis Van Moorleghem

Sharon L. Van Moorleghem
Sharon L. Van Moorleghem

RECEIVED
98 NOV 13 AM 8:08
RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

16020 # FEE 5.50 FB 01-160201000
BKP 10-14-11 C/D 1 COMP
DEL SCAN 25 RV

The foregoing instrument was acknowledged before me on August 27,
1998, by Dennis Van Moorleghem and Sharon L. Van Moorleghem, husband and
wife.



Joyce E. Blair
Notary Public
My Commission Expires: 11-23-2000

After recording return to:

QUITCLAIM DEED

THAT PART OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NW 1/4; THENCE S 01°05'22"W (ASSUMED BEARING) 50.01 FEET ON THE EAST LINE OF SAID NW 1/4; THENCE WEST 252.38 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE S01°05'22"W 125.02 FEET ON A LINE 252.38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE WEST 100.02 FEET ON A LINE 175.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4; THENCE N 01°05'22"E 125.02 FEET ON A LINE 352.40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE EAST 100.02 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

NE NW

Executed:

8/30/98

FEE 5.50 FB 01-1000000
BKP 10-14-11 C/O ✓ COMP ✓
DEL ✓ SCAN ✓ FY ✓

R. Larry Voorhees

30
31
32
33
34
35
36

98 NOV 13 AM 8:06


RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NEBRASKA DOCUMENTARY
STAMP TAX
2/86 Date 11-13-98
\$ Ex By DW

The foregoing instrument was acknowledged before me on 8/30/19, by R. Larry Voorhees and LOIS J. HARTMAN husband and wife.

8/30/98

 GENERAL NOTARY-State of Nebraska
DENNIS VAN MOORLEGHEM
My Comm. Exp. Dec. 14, 1999

Notary Public

My Commission Expires: 12/14/98

2106 416 DEED

16022 98 416-

After recording return to:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72ND STREET, SUITE 1250
OMAHA, NE 68124

QUITCLAIM DEED

Mark A. Blair and Joyce E. Blair, husband and wife, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, Pacesetter Homes, Inc., a Nebraska corporation, quitclaims to Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

THAT PART OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NW 1/4; THENCE S 01°05'22"W (ASSUMED BEARING) 50.01 FEET ON THE EAST LINE OF SAID NW 1/4; THENCE WEST 252.38 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE S01°05'22"W 125.02 FEET ON A LINE 252.38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE WEST 100.02 FEET ON A LINE 176.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4; THENCE N 01°05'22"E 125.02 FEET ON A LINE 352.40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NW 1/4; THENCE EAST 100.02 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING. NE NW

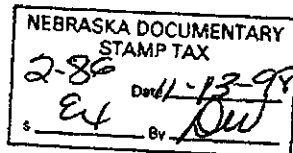
Executed: 8/28/98

16022H
FEE 5.50 FB 01-1000000
BKP 10-14-11 C/O COMP
DEL SCAN dc TV

Mark A. Blair
Mark A. Blair

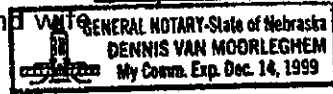
Joyce E. Blair
Joyce E. Blair

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.



The foregoing instrument was acknowledged before me on August 28, 1998, by Mark A. Blair and Joyce E. Blair, husband and

Dennis Van Moorlegem
Notary Public



My Commission Expires: 12/14/99

RECEIVED
98 NOV 13 AM 8:08
RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

[illegible]



BK 1394 PG 417-418



MISC 2001 12426

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 AUG 13 PM 12:04

RECEIVED

Revised August 3, 2001

MISC FEE 17.50 FB _____

2 BKP _____ C/O _____ COMP _____ Doc.# _____
15 DEL _____ SCAN CK FV _____

JOINT UTILITY EASEMENT

PACESETTER HOMES, INC.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Seventy-three through Eighty-one (73-81), Inclusive, and Lots Ninety-nine through One Hundred Four (99-104), Inclusive, Quail Hollow, as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, a permanent utility easement 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 electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over through, under and across the following described real estate, to wit:

(See reverse side hereof for sketch of easement areas.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, 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 granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 10 day of AUGUST, 2001.

OWNERS SIGNATURE(S)

Donna Umhauer

Pacesetter/Komeshke

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

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska

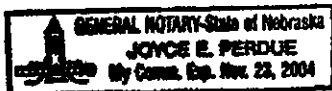
COUNTY OF Sarpy

On this 10 day of August, 2001, before me the undersigned, a Notary Public in and for said County, personally came Therese Van Norleghen
President of Facilities Homes Inc.

_____ 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.

Joyce E. Perdue
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

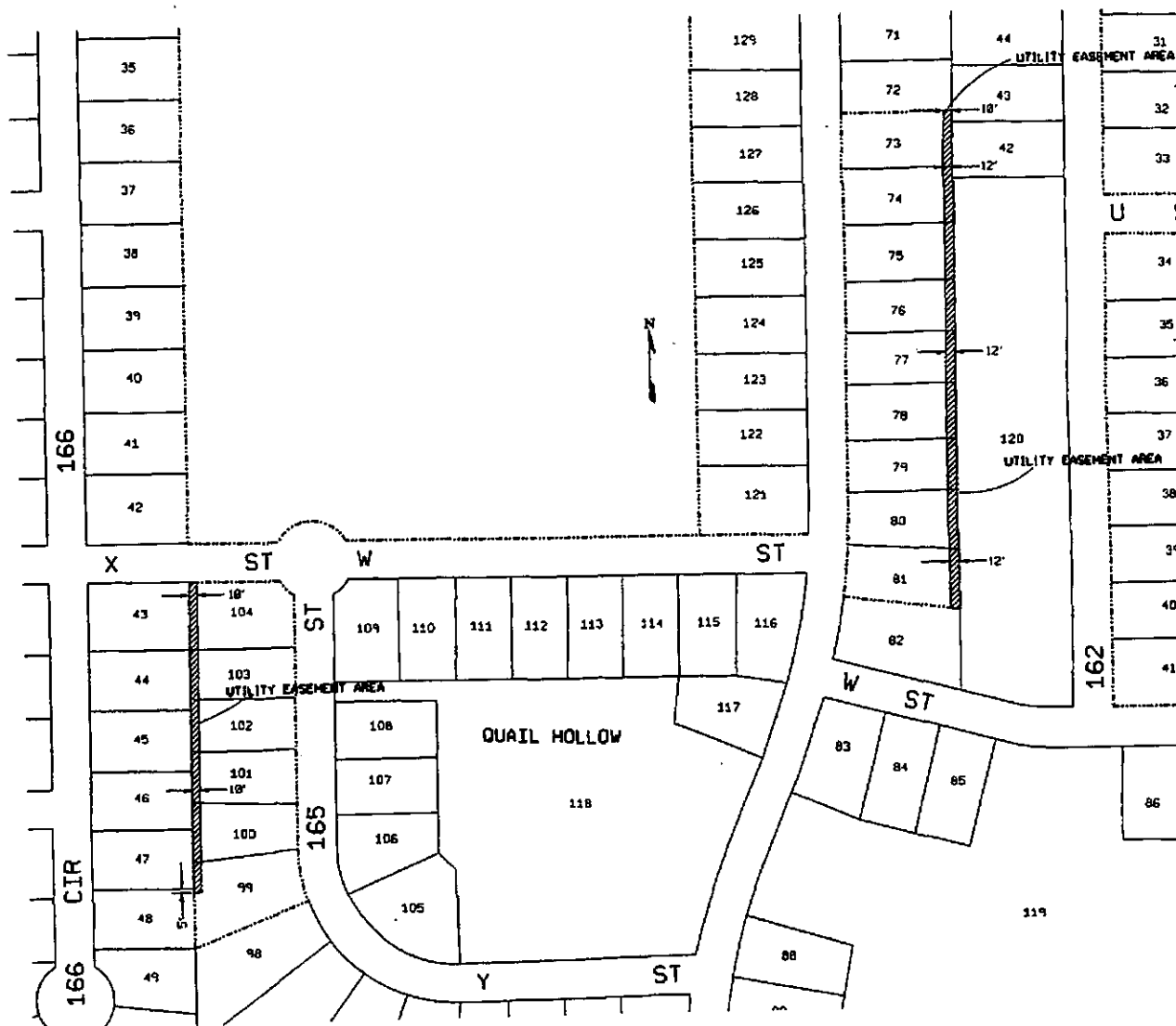
COUNTY OF _____

On this _____ day of _____, 2001, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



NW 1/4, Section 10, T 14 N, R 11 E, County Douglas ROW RD Date August 3, 2001
Customer Rep. Wilkins Engineer Gabriel Svc Req. # _____ W.O.# 00032317



BK 1385 PG 055-063



MISC 2001 08402

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 JUN -8 PM 4:17

RECEIVED

misc-739 ⁹ ₁₃₉ FEE 114.50 FB MI-31607
BKP _____ C/O _____ COMP ☒
DEL _____ SCAN ☒ FV _____

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF QUAIL HOLLOW,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereunder set forth, is made by PACESETTER HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots One (1) through One Hundred Seventeen (117) inclusive and Lots One Hundred Twenty-One (121) through One Hundred Forty-Two (142) inclusive, in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. ^{2.1} _{2.1}

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

The Declarant desires to provide for the preservation of the values and amenities of Quail Hollow, and for the maintenance of the character and residential integrity of Quail Hollow, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Quail Hollow.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot.

ARTICLE I.

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling device, or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

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

elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

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

(c) Written Notice of the approval or disapproval 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 disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by the Declarant.

4. Subject to the specific requirements set forth in this Declaration, all foundations of all Lots shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls and any exposed foundations walls of all main residential structures facing any street must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Any fireplace chimney or enclosure of any fireplace flue which is located on the front side of a residence shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant. All fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, weathered wood in color, wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. 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". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, construction or storage areas, including model homes and general offices, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke vibration and radiation. 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.

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.
8. No tree houses, tool sheds, play houses, windmills or similar structures shall be permitted on any Lot. Basketball backboards will not be approved if mounted to house or other similar structure.
9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 or similar chattels 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.
10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractor-trailers or other commercial vehicles shall be stored, parked kept or maintained in any yards, driveways, or streets. However, this Section 10 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.
11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by (10) feet.
12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than Ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron or vinyl. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.
13. No swimming pool may extend more than one foot above ground Level.
14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.
15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha.

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

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog house and dog run or kennel shall be permitted only with the written approval of the Declarant or its assigns; provided always that any permitted dog house and dog run or kennel shall be located immediately adjacent to the rear of the residence and hidden from view and that a six (6) foot high solid or board on board fence is constructed around the entire perimeter of the rear yard area containing the dog house and dog run or kennel. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner.

18. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Declarant according to the requirements set forth in Article I, paragraph 2, and 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 shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Quail Hollow to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion.

QUAIL HOLLOW

ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Quail Hollow Homeowners Association, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas, signs, fences and entrances for Quail Hollow. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Quail Hollow; and the protection and maintenance of the residential character of Quail Hollow.

2. Membership and Voting. Quail Hollow is divided into 139 separate residential lots (referred to as the "Lots"). Subsequent phases, if any, of the Quail Hollow development shall be annexed hereto and shall be considered Lots as referred to in this Declaration. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

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

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

a. When the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

b. On June 1, 2007 or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- (a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- (b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Quail Hollow.
- (c) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors of the Association and Members serving thereunder.
- (e) The exercise of all the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (f) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.
- (i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any fence, entrance monuments, traffic circle landscaping, signs and landscaping which have been installed in easement or right of way areas of the Quail Hollow subdivision and center islands dividing dedicated roads, in generally good and neat condition.

6. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of the Declaration, the Board of Directors shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Fifty and no/100 Dollars (\$50.00) per Lot.

(b) In each calendar year beginning on January 1, 2001, one hundred twenty five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 (\$200.00) per lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 6 and 7, above.

14. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specific Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall, be indemnified against the interest, costs, and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs, and attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to the Mortgage. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

17. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion (s) may be effected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenant, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes, of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III Easements

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, any telephone system, or any company which has been granted a franchise to provide a cable television system with the Lots, Metropolitan Utilities District, Peoples Natural Gas, and Sanitary and Improvement District No. 437 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of any kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

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

3. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence and/or other buffer, including but not limited to trees, and standards and related accessories to said buffer, located on, over and upon the rear most fifteen (15) foot wide strip of land abutting the south boundary line of Lots 1, and Lots 4 through 16, as well as the east boundary line of Lot 6 and the west boundary line of Lot 7, Quail Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. Other easements are provided for in the final plat of Quail Hollow filed or to be filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV. GENERAL PROVISIONS.

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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) year periods from the date of this Declaration. 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 Lots. This Declaration may be amended by Pacesetter Homes, Inc., a Nebraska corporation, its successor or assigns or any person, firm, corporation, partnership or entity designated in writing by Pacesetter Homes, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of then (10) years from the date hereof. Thereafter this Declaration, may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, as to any Lot or Lots at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

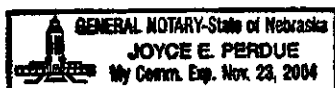
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 1 day of June 2001.

Pacesetter Homes, Inc., a Nebraska
corporation "Declarant"

Dennis Van Moorlegem
Dennis Van Moorlegem, Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2001, by Dennis Van Moorlegem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of said company.



Joyce E. Perdue
Notary Public



2153 404 DEED



07226 00 404-410

Nebr Doc
Stamp Tax
6-1-00
Date
\$ 44.86
By *W*

RICHARD N. TARRICH
REGISTER OF DEEDS
DODGE COUNTY, NE

00 JUN -1 AM 10:56

RECEIVED

THIS PAGE INCLUDED FOR INDEXING
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7
WVB

10/14/11

FBI NO 01-60000 - old
01-14-11 C/O COMP
Sgt. SCAR dc

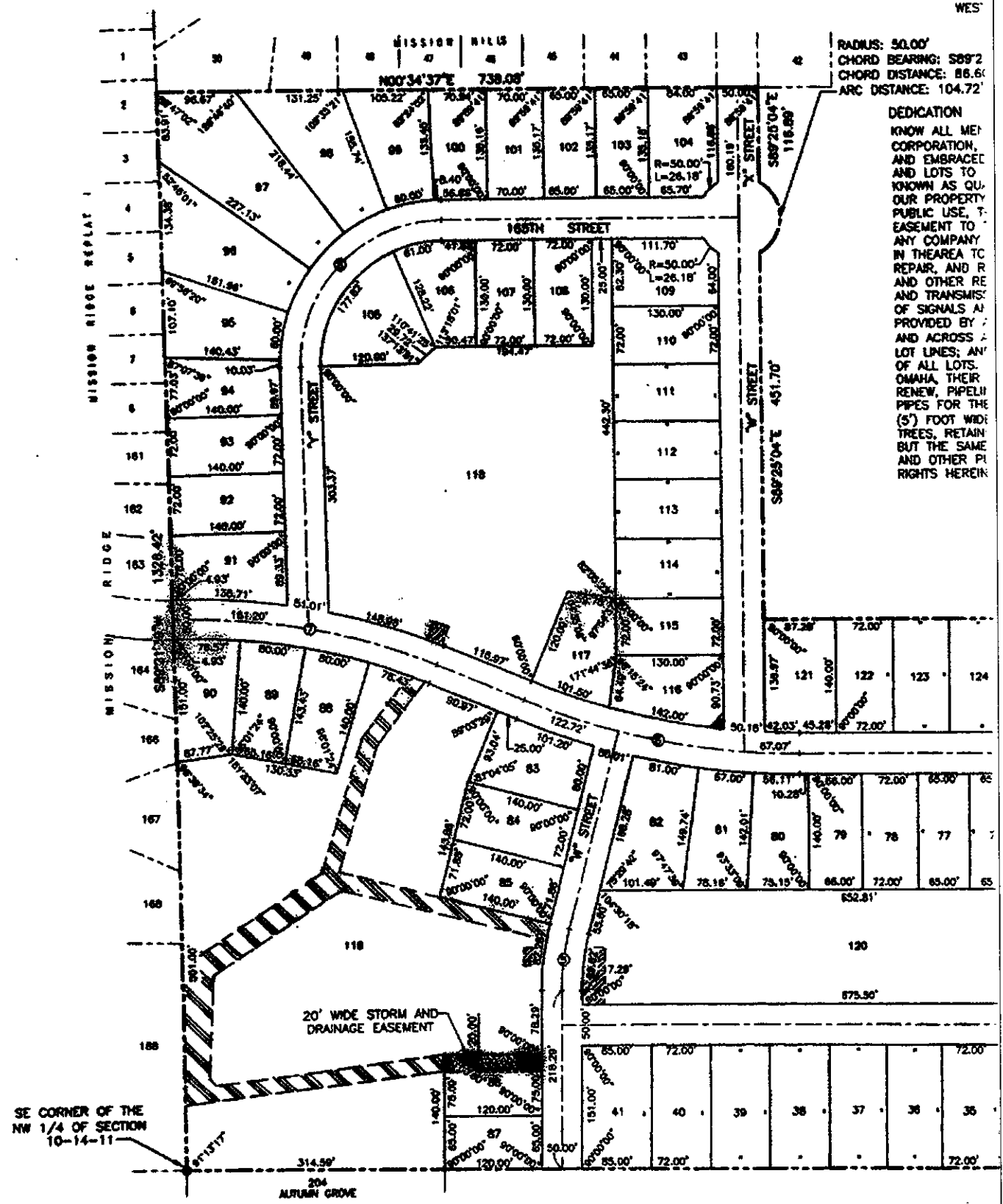
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STORM SEWER EASEMENTS.
SEE RECORDED DOCUMENTS.

STORM AND DRAINAGE EASEMENT
SEE RECORDED DOCUMENT

SANITARY AND STORM SEWER EASEMENT
SEE RECORDED DOCUMENT

BEI
P.1
WES



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR
CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL L

QUAIL HOLLOW

LOTS 1 THRU 142, INCLUSIVE

BEING A PLATING OF PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.00 FEET OF THE WEST 470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10.

RADIUS: 50.00'
CHORD BEARING: S89°25'04"E
CHORD DISTANCE: 88.60'
ARC DISTANCE: 104.72'

NOTES: THERE WILL BE NO DIRECT VEHICULAR STREET OVER THE NORTH LINES OF 16, INCLUSIVE.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS QUAIL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

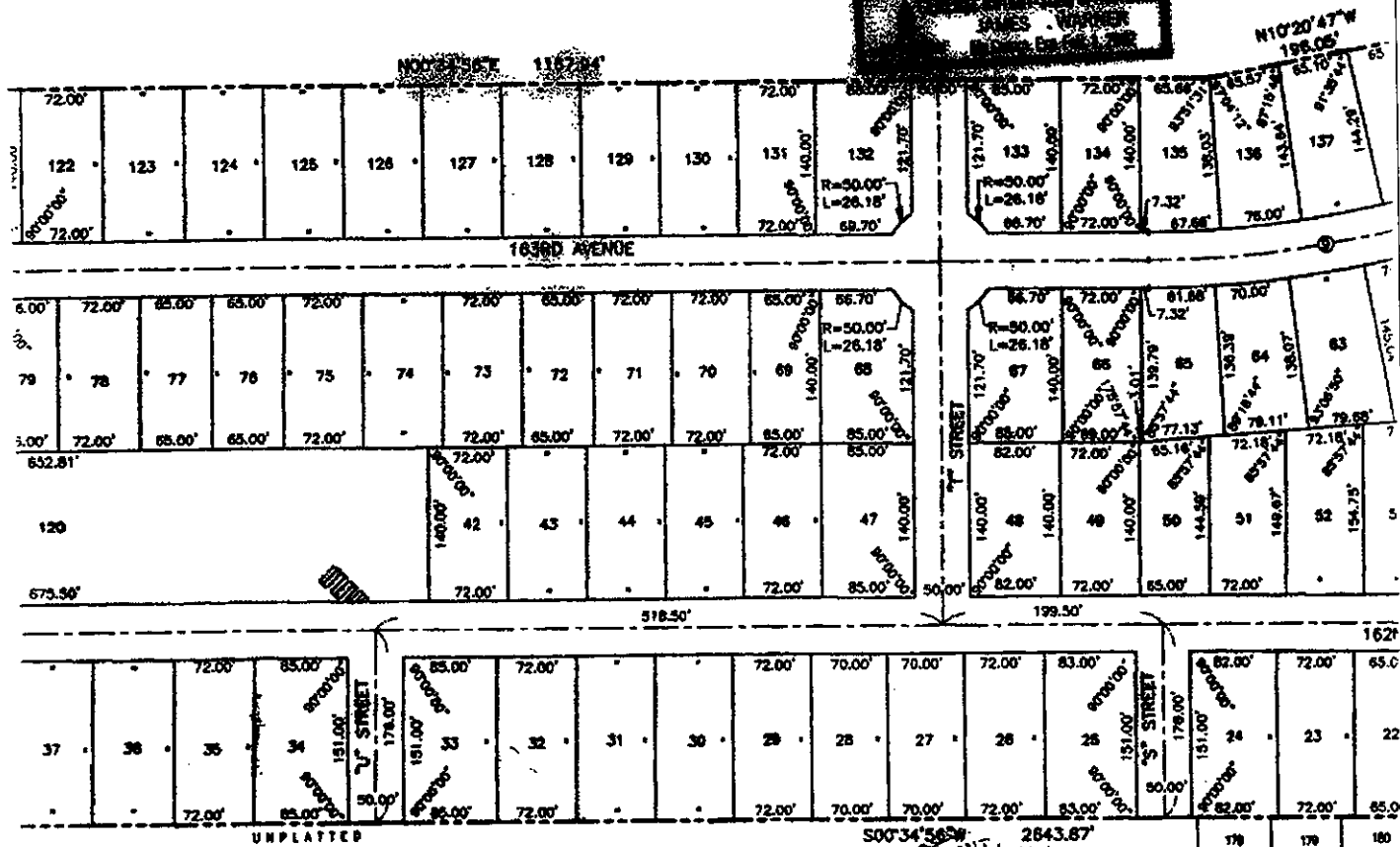
PACESETTER HOMES, INC.

BY: *[Signature]*
DENNIS W. KOSKOWSKI, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY DENNIS W. KOSKOWSKI, VICE PRESIDENT OF PACESETTER HOMES, INC., A NEBRASKA SAID CORPORATION.

NOTARY PUBLIC

PROPERTY LINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
A	09°05'33"	62.59'	124.92'
CENTERLINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
1	05°50'10"	29.32'	58.58'
2	08°22'41"	89.70'	179.22'
3	06°22'41"	90.30'	180.42'
4	91°04'51"	178.33'	278.19'
5	14°30'18"	36.18'	75.95'
6	22°28'43"	175.01'	345.50'
7	23°43'00"	169.04'	325.35'
8	91°13'17"	178.77'	278.62'
9	15°30'06"	167.75'	332.57'
10	12°44'32"	85.87'	151.20'

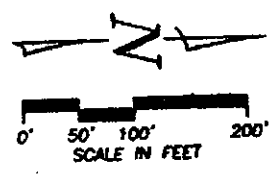


RS HAVE BEEN FOUND OR SET AT ALL
S WILL BE SET AT ALL LOT CORNERS, ANGLE
BEING A PLATING OF THE EAST 1/2

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF

2843.87
COUNTY TREASURER'S OFFICE

NE
NW
SE



DIRECT VEHICULAR ACCESS ONTO "Q" NORTH LINES OF LOT 1 AND LOTS 4 THRU

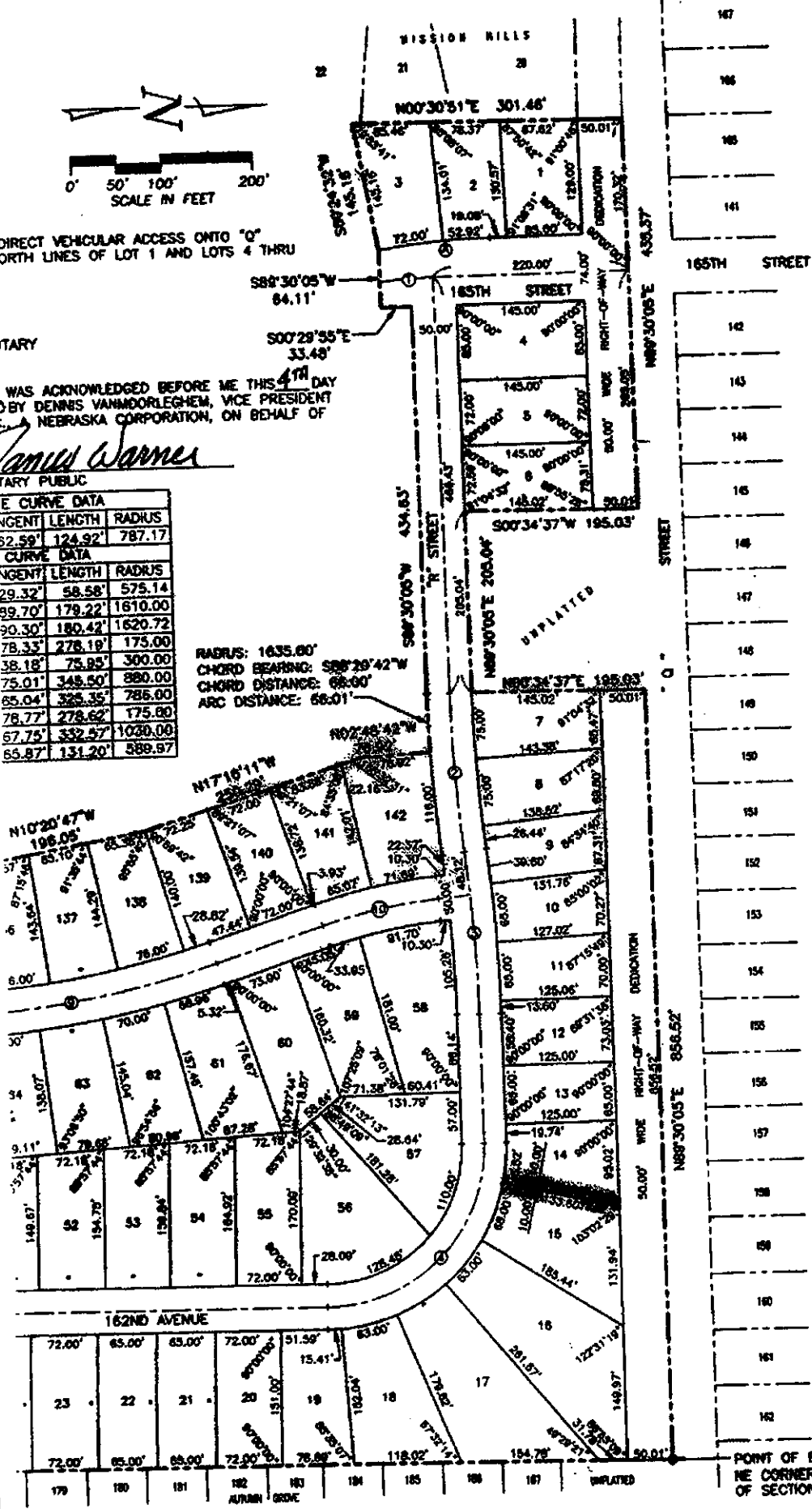
OTARY

I WAS ACKNOWLEDGED BEFORE ME THIS 4TH DAY OF BY DENNIS VANMORLEGHEM, VICE PRESIDENT OF NEBRASKA CORPORATION, ON BEHALF OF

Dennis Warner

CURVE DATA		
ANGLE	LENGTH	RADIUS
52.59°	124.92'	787.17'
CURVE DATA		
ANGLE	LENGTH	RADIUS
29.32°	58.58'	575.14'
99.70°	179.22'	1610.00'
90.30°	180.42'	1620.72'
78.33°	278.19'	175.00'
38.18°	75.95'	300.00'
75.01°	345.50'	880.00'
85.04°	325.35'	786.00'
76.77°	278.62'	175.80'
67.75°	332.57'	1030.00'
65.87°	131.20'	588.97'

RADIUS: 1635.00'
CHORD BEARING: S88°29'42"W
CHORD DISTANCE: 68.00'
ARC DISTANCE: 66.01'



QUAIL HOLLOW

MPSON, DRESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 8800

AS SHOWN	DATE	BY	FOR
FEB. 24, 1999		JKW	CED

FINAL PLAT

APPROVAL OF OMAHA CITY COUNCIL
THIS PLAT OF QUAIL HOLLOW WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA, NEBRASKA, THIS 10TH DAY OF 1999

AT THE PROPERTY

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAIL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *Dennis Vanmoorleghe*
DENNIS VANMOORLEGHE, VICE PRESIDENT

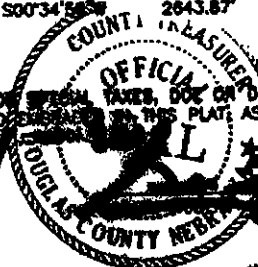
ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLASS
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY DENNIS VANMOORLEGHE OF PACESETTER HOMES, INC., A NEBRASKA CORPORAT
SAID CORPORATION.
James W. Warr
NOTARY PUBLIC

PROPERTY LINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
A	09°05'35"	62.59'	124.92'	787.17'
CENTERLINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
1	05°30'10"	29.32'	58.58'	575.14'
2	06°22'41"	39.70'	79.22'	1610.00'
3	06°22'41"	39.30'	78.42'	1620.72'
4	91°04'51"	178.33'	278.19'	175.00'
5	14°30'18"	38.18'	75.95'	300.00'
6	22°29'43"	175.01'	345.50'	880.00'
7	23°43'00"	165.04'	325.35'	786.00'
8	91°13'17"	178.77'	278.62'	175.00'
9	18°30'00"	167.75'	332.57'	1030.00'
10	12°44'32"	65.87'	131.20'	589.97'



BEEN FOUND OR SET AT ALL
THE SET AT ALL LOT CORNERS, ANGLE
IS A PLATTING OF THE EAST 1/2
EAST 205.00 FEET OF THE WEST
AS FOLLOWS: BEGINNING AT THE
ST 1/2 OF SAID NW 1/4 TO THE
HEREOF; THENCE N00°34'37"E
YED, PLATTED, AND RECORDED IN
N A NON-TANGENT 50.00 FOOT
7°25'04"E 451.70 FEET ON A
72°48'42"W 78.92 FEET; THENCE
EET, AN ARC DISTANCE OF 68.01
FEET TO THE EASTERLY LINE OF
NORTHERLY EXTENSION TO THE
ON A LINE 265.00 FEET EAST OF
H OF AND PARALLEL WITH THE
THE EAST 1/2 OF SAID NW 1/4;

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF
THIS OFFICE THIS 14 DAY OF FEBRUARY, 2000



APPROVAL OF CITY ENGINEER
I HEREBY APPROVE THIS PLAT OF QUAIL HOLLOW ON THIS 16 DAY OF FEBRUARY, 2000
Henry Viregge
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE
OMAHA MUNICIPAL CODE.
DATE 4/3/2000

APPROVAL OF CITY PLANNING BOARD
THIS PLAT OF QUAIL HOLLOW WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA
THIS 13th DAY OF MARCH, 1999.
[Signature]
CHAIRMAN



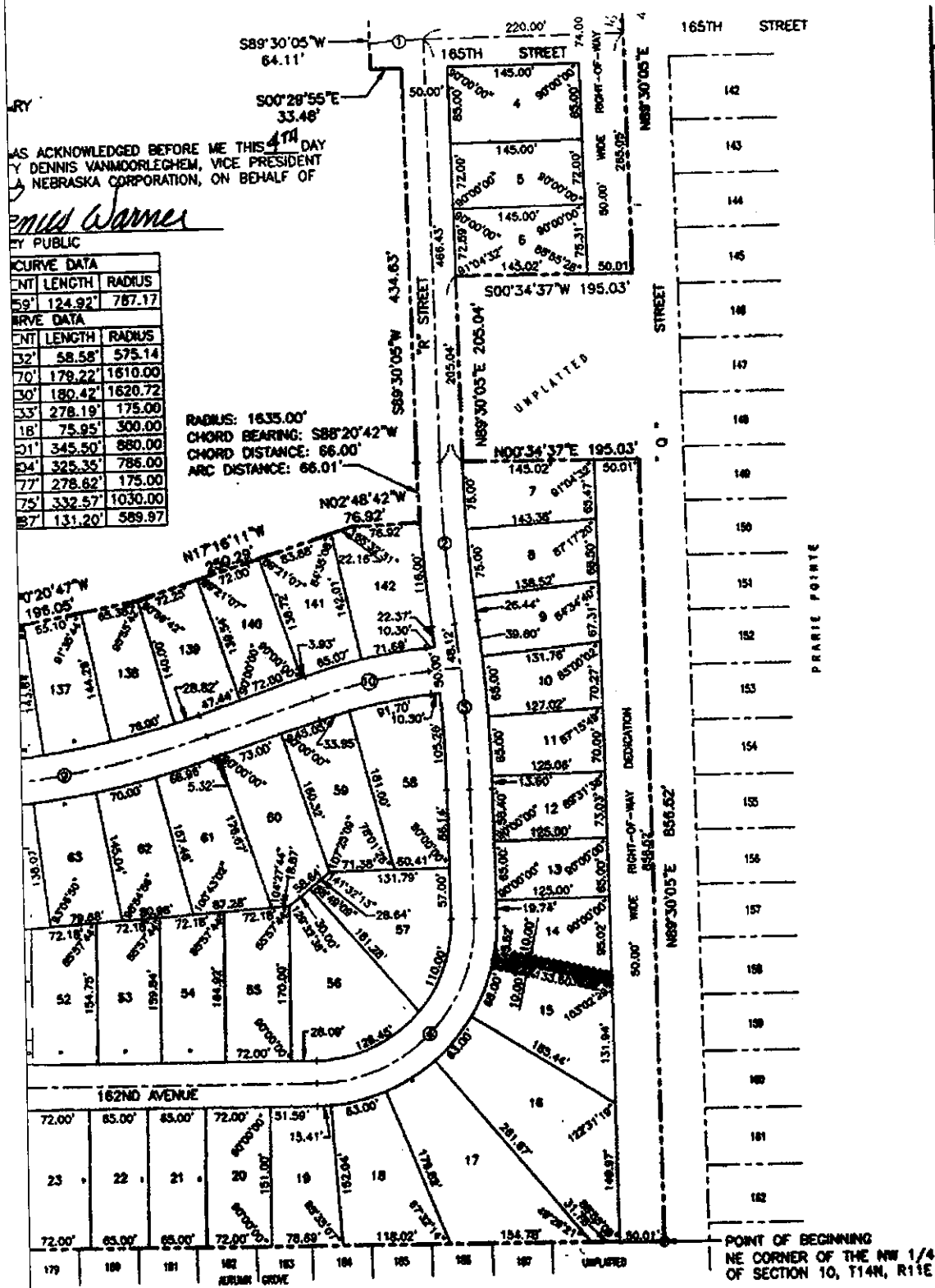
CHRIS E. DÖRNER
NEBRASKA R.L.S. 507

AS ACKNOWLEDGED BEFORE ME THIS 4TH DAY
BY DENNIS VANMORLEGHEM, VICE PRESIDENT
OF NEBRASKA CORPORATION, ON BEHALF OF

Bill Warner
BY PUBLIC

CURVE DATA		
CH	LENGTH	RADIUS
59'	124.92'	787.17'
CURVE DATA		
CH	LENGTH	RADIUS
32'	58.58'	575.14'
70'	179.22'	1610.00'
30'	180.42'	1620.72'
33'	278.19'	175.00'
18'	75.95'	300.00'
21'	345.50'	880.00'
24'	325.35'	786.00'
77'	278.62'	175.00'
75'	332.57'	1030.00'
87'	131.20'	589.97'

RADIUS: 1635.00'
CHORD BEARING: S88°20'42"W
CHORD DISTANCE: 66.00'
ARC DISTANCE: 66.01'



THE PROPERTY
CORDS OF

APPROVAL OF OMAHA CITY COUNCIL
THIS PLAT OF QUAIL HOLLOW WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF
OMAHA THIS 27th DAY OF *March* 1999

Shel Davis
CITY CLERK

REVIEW BY DOUGLAS COUNTY ENGINEER
THIS PLAT OF QUAIL HOLLOW WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER
ON THIS 27th DAY OF *February* 1999



Lot	Area	Owner
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QUAIL HOLLOW

FINAL PLAT

2 THOMPSON, DRESSSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10636 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 8860



245-125

A245125A.DWG



1313 707 MISC



16424 99 707-709

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 OCT 22 PM 3:28

RECEIVED

AFTER RECORDING RETURN TO:

ROBERT J. HUCK
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 SO. 72 STREET, SUITE 1250
OMAHA, NE 68124-2356

16424 B
FEE 13 FB 01-60000
BKP 10-14-11 C/O COMP
DEL SCAN 9 FV

**STATEMENT OF FORMATION
SANITARY AND IMPROVEMENT DISTRICT NO. 437
OF DOUGLAS COUNTY, NEBRASKA**

JOYCE E. PERDUE, being first duly sworn, states that she is the Clerk of Sanitary and Improvement District No. 437 of Douglas County, Nebraska, and makes the following statement regarding same:

1. District Number: 437.
2. Outer boundaries: The same as are described on Exhibit "A" attached hereto and by this reference incorporated herein.
3. The purposes of the District are: to acquire, install, repair, maintain, renew, reconstruct, and replace a sanitary and storm sewer system, disposal plants, a water system, a system of sidewalks, public roads, streets, highways, public waterways, docks or wharfs and related appurtenances; to provide for collection and disposal of drainage, waste, and sewage in a satisfactory manner; to install an emergency management warning system; to contract for water for fire protection and for resale to residents of the District, to contract for police protection and security services, and to contract for gas and for electricity for street lighting for the public streets and highways within the District; to construct electric service lines and conduits, and gas mains, or to contract for the installation and operation thereof; to acquire, build, improve and operate, or, where permitted by law, to contract with other sanitary and improvement districts to acquire, build, improve, and operate public parks, playgrounds and recreational facilities for the joint use of the residents of the contracting districts; and to construct and to contract for the construction of dikes and levees for flood protection for the District. In lieu of establishing its own water system, the District may contract with any utilities district, municipality or corporation for the installation of a water system and to provide water service for fire protection and for use of the residents of the District. The District may contract with the

city or county within whose zoning jurisdiction it is located for intersection and traffic control improvements, which improvements serve or benefit the district and which may be within or without the corporate boundaries of the district and for any of the purposes for which it is formed. The District may also enter into agreements with other public agencies in order to accomplish the purposes of, and pursuant to, the provisions of the Nebraska Interlocal Cooperation Act; and do any and all other activities or functions allowed by the Reissued, Revised Statutes of Nebraska as the same may be amended from time to time.

4. The District has power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance, subject to limitations imposed by statute.

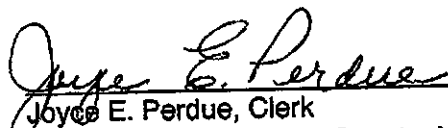
5. The District is required by statute to levy special assessments on property in the district to the full extent of special benefits arising by reason of improvements installed by it.

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

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

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

DATED: October 6, 1999.


Joyce E. Perdue, Clerk
SID No. 437 of Douglas County, Nebraska

62215.1

LEGAL DESCRIPTION

OUTER BOUNDARIES OF SANITARY AND IMPROVEMENT DISTRICT NO. 437 OF DOUGLAS COUNTY, NEBRASKA

THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.00 FEET OF THE WEST 470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 10;

THENCE S00°34'56"W (ASSUMED BEARING) 2643.87 FEET ON THE EAST LINE OF THE EAST 1/2 OF SAID NW 1/4 TO THE SE CORNER THEREOF;

THENCE S89°21'39"W 1326.42 FEET ON THE SOUTH LINE OF THE EAST 1/2 OF SAID NW 1/4 TO THE SW CORNER THEREOF;

THENCE N00°34'37"E 1892.11 FEET ON THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4 AND ON THE EAST LINES OF LOTS 28 THRU 50, INCLUSIVE, MISSION HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY;

THENCE N21°08'04"W 459.36 FEET ON THE EAST LINES OF LOTS 22 THRU 28, INCLUSIVE, SAID MISSION HILLS;

THENCE N00°30'51"E 325.04 FEET ON THE EAST LINES OF LOTS 20 THRU 22, INCLUSIVE, SAID MISSION HILLS AND THEIR NORTHERLY EXTENSION TO THE NORTH LINE OF SAID NW 1/4;

THENCE N89°30'05"E 435.37 FEET ON THE NORTH LINE OF SAID NW 1/4;

THENCE S00°34'37"W 195.03 FEET ON A LINE 265.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4;

THENCE N89°30'05"E 205.04 FEET ON A LINE 195.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4;

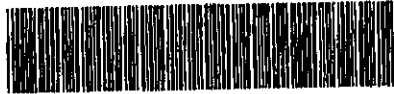
THENCE N00°34'37"E 195.03 FEET ON A LINE 470.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4;

THENCE N89°30'05"E 856.52 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

EXHIBIT "A"



1265 367 MISC



13998 98 367-370

RECEIVED

Oct 1 2 23 PM '98

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

13998th

See attached
21⁰⁰ 0110000
909900 0000 MB
K.H. C.K. N.

ORDINANCE NO. 34612

AN ORDINANCE extending the limits of the City of Omaha over certain land in Douglas County, Nebraska, and incorporating the same into and making the same a part of the City of Omaha and to provide the effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the corporate limits of the City of Omaha be extended over and that there be included therein the following described lands in Douglas County, Nebraska, which presently adjoins the City Limits of the City of Omaha, as it now exists:

Beginning at a point on the existing city limit line of the City of Omaha as established by Ordinance No. 32733, passed July 14, 1992, said point being 50.00 feet South of the Northeast corner of the Southwest Quarter (SW 1/4) of Section 3, Township 14 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, said point also being the Northwest corner of Lot 428, Prairie Pointe, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence South along the East line of the Southwest Quarter (SW 1/4) of said Section 3 to the Southeast corner of the North half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 3, said point also being the Southeast corner of Lot 77, South Shore Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence West along the South line of the North half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 3 to the Northwest corner of Lot 198, said Prairie Pointe Addition; thence Southwesterly to the Northeast corner of Lot 112 Lake Shore, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; said point also being the intersection of the West right-of-way line of 168th Street with the South right-of-way line of Orchard Avenue; thence South along the West right-of-way line of said 168th Street to the South right-of-way line of "Q" Street; thence East along the South right-of-way line of said "Q" Street to its intersection with a line 307.00 feet East of and parallel to the West line of the Northeast Quarter (NE 1/4) of Section 10, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska; thence North to the Southeast corner of Lot 1, said Prairie Point Addition; thence North along the East line of Lots 1 through 6 and part of 7, a distance of 460.00 feet to a point on the East line of said Lot 7; thence Northeast to the Northerly most corner of Lot 45, Lakeview, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence North along the East line of Lots 12 and 13, said Prairie Pointe Addition, to the Northeast corner of said Lot 13; thence Northeasterly along the East line of Lots 370 through 374 said addition, to the Northeast corner of said Lot 374; thence North along the East line of Lots 375 through 384, said addition,

NW } SE 3
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3
NE } SW 3
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SE SE 4
NE NE 10
NE } NW
NW }
10

(L)

to the Northeast corner of said Lot 384; thence S88°49'31"E, a distance of 686.68 feet, to the Southeast corner of Lot 405, said addition; thence N01°10'23"E, a distance of 466.50 feet, to the Northeast corner of Lot 409, said addition; said point also being on the existing city limit line of the City of Omaha as established in said Ordinance No. 32733; thence West and Northwest along said existing city limit line, said line being the North line of Lots 409 through 428, said addition, to the Northwest corner of said Lot 428, said point being the point of beginning.

A map of the area is attached hereto, marked "Exhibit A", and by this reference made a part of this Ordinance. The land to be annexed is marked thereon, but said map is for convenience and, in case of discrepancy, the description in this Section shall be controlling. The said territory upon the taking effect of this Ordinance shall be and become incorporated into, merged in, and be a part of the City of Omaha, Nebraska, and subject to the jurisdiction thereof and to its laws and ordinances.

Section 2. That this Ordinance shall be in full force and take effect October 1, 1998.

INTRODUCED BY COUNCILMEMBER

[Signature]

APPROVED BY:

[Signature] 7/23/98
MAYOR OF THE CITY OF OMAHA DATE

PASSED JUL 21 1998

6-0

ACTING

ATTEST:

[Signature] 7/23/98
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

[Signature] 7/24
ASSISTANT CITY ATTORNEY DATE

P:\PLN3\5712.MAF

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

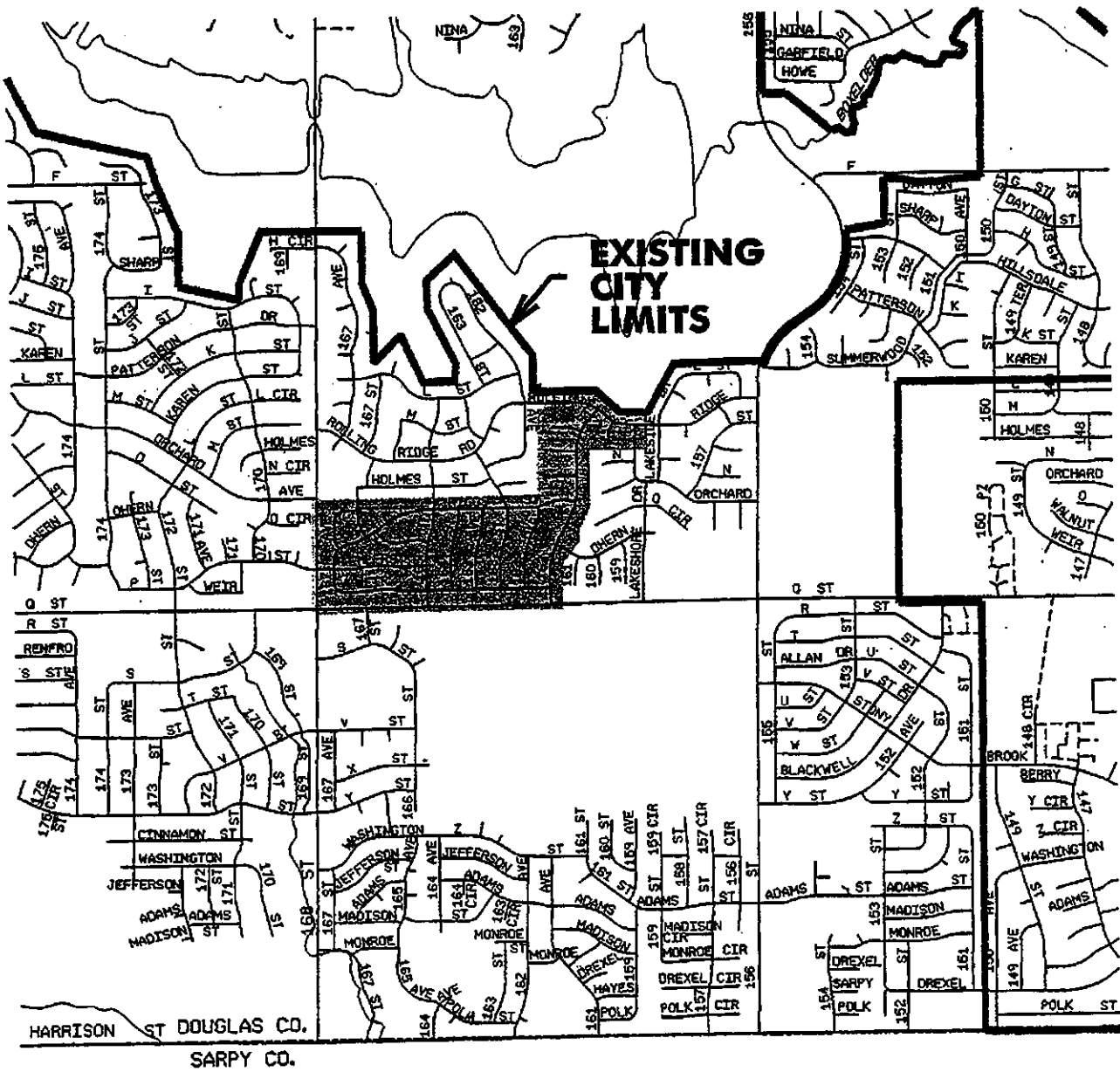
[Signature]
CITY CLERK

IMPRINTED - SEAL:
REGISTER OF DEEDS:

(L)

ANNEXATION STUDY
PRAIRIE POINT
SID 323

4



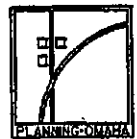
Area: 126 Acres
Population: 631
Valuation: \$ 48,964,280

Date Passed: July 21, 1998
Date Effective: October 1, 1998
Ordinance No. 34612



EXHIBIT 'A'

Area to be Annexed is Shaded
Scale 3" = 1 mile



Quail Hollow 1 thru 142

Plat and Dedication

Filed 6-1-00 in Book 2153 at Page 404, Instrument No. _____

X Grants a perpetual easement in favor of:

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

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

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

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

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

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a 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 6-8-01 in Book 1385 at Page 55, Instrument No. _____

X Omaha Public Power District, Qwest Communications, Cox Cable

and any cable company granted a cable television franchise system: And / or

MUO, People Natural Gas, and SIP# 437 of DEN

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

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

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

Also grants an easement to Metropolitan Utilities District of Omaha + People Natural GAS 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.

A Perpetual Easement is also Reserve in favor of Declarant + the Association
to Create install, repair, reconstruct, paint, maintain and renew a fence
or Buffer

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

1st Am Deed 1460-33 filed 9-6-02 to 1385-55

2nd Am Deed 2004-75944 filed 6-10-04 to 1385-55 + 1460-33



MISC 2004075944



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2
 3 min 121.00 M1-31608
 137 FEE 14.00 FB M1-31609
 222 BKP C/O COMP.
 DEL SCAN FV
 27065

After recording, please return to:

Robert J. Huck, Esq.
 CROKER, HUCK, KASHER, DeWITT,
 ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1250
 Omaha, NE 68124

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 6/10/2004 14:13:58.79
 2004075944

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 1 through 117, inclusive, and Lots 121 through 142, inclusive, in Quail Hollow, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Page 55. Lots 80 and 81 were subsequently replatted as Lots 1 and 2, Quail Hollow Replat 1, and are subject to the Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska recorded September 6, 2002 in the Office of the Register of Deeds of Douglas County, Nebraska in Book 1460 at Page 33. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article I, Section 15 of the Declaration to read, in its entirety, as follows:

15. Except as set forth below in this Section 15, each Owner of a Lot shall construct, or cause the construction of, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in front of such Owner's Lot and upon each side street of each corner Lot (where applicable). 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha. Notwithstanding the foregoing, in connection with certain Lots selected by Declarant, in its sole discretion, Declarant has constructed, or shall construct, curved sidewalks. Such curved sidewalks shall be located in the public right-of-way in front of such Lots (and in the case of corner Lots, in the right-of-way on the street side of such Lots) and on a strip of land at the front of each such Lot (or on the street side of

Pacesetter Homes Inc
 7002 S. 131 Ave
 Omaha ne 68138

each Lot for corner Lots), which strip of land shall not exceed five (5) feet. All such sidewalks (whether the curved sidewalks constructed by Declarant or the straight sidewalks constructed by Owners) shall be public sidewalks, and Declarant hereby reserves in favor of the public, for public use, a perpetual easement for use of the sidewalks for ordinary pedestrian and similar purposes to the extent that any portion or portions thereof are constructed on the front five (5) feet of any Lot or a strip of land not to exceed five (5) feet on the street side of any corner Lot.

4. Declarant hereby amends the Declaration by adding in Article I thereof the following new Section 22:

22. Declarant has planted, or will plant, trees in the public right-of-way in front of certain Lots, selected by Declarant in its sole discretion. Each Owner of any such Lot shall keep the trees located in the right-of-way located in front of such Owner's Lot trimmed, pruned, and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition. Should any of such trees be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at the Owner's expense, replace such trees with trees of the same or similar type and quality. In the event that any Owner fails to perform the maintenance required of the trees under this Section 22, the Association (as defined in Article II of this Declaration) shall be permitted to perform, or cause to be performed, all such maintenance and shall invoice such Owner for the reasonable costs, fees, and expenses in connection therewith. The amount of any such invoices shall, for all purposes, constitute dues and assessments (as defined in Article II of this Declaration) due from the Owner to the Association.

5. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 10 day of June, 2004.

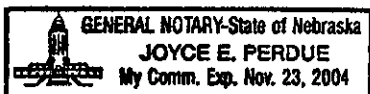
PACESETTER HOMES, INC.,
a Nebraska corporation

By:

Dennis Van Moorleghe
Dennis Van Moorleghe, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of June, 2004 by Dennis Van Moorleghe, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.



Joyce E. Perdue
Notary Public



MISC 2004075944



JUN 10 2004 14:13 P 2

2 min 121.00 M1-31608
 157 FEE 14.00 FB M1-31609
 222 BKP _____ C/O _____ COMP. _____
 DEL _____ SCAN _____ FV _____
 27065

After recording, please return to:

Robert J. Huck, Esq.
 CROKER, HUCK, KASHER, DeWITT,
 ANDERSON & GONDERINGER, L.L.C.
 2120 South 72nd Street, Suite 1250
 Omaha, NE 68124

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 6/10/2004 14:13:58.79
 2004075944

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS OF
 QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") covering the real property described as: Lots 1 through 117, inclusive, and Lots 121 through 142, inclusive, in Quail Hollow, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Page 55. Lots 80 and 81 were subsequently replatted as Lots 1 and 2, Quail Hollow Replat 1, and are subject to the Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration. Declarant previously amended the Declaration pursuant to a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska recorded September 6, 2002 in the Office of the Register of Deeds of Douglas County, Nebraska in Book 1460 at Page 33. Declarant desires to further amend the Declaration as hereinafter set forth.

3. Declarant hereby amends Article I, Section 15 of the Declaration to read, in its entirety, as follows:

15. Except as set forth below in this Section 15, each Owner of a Lot shall construct, or cause the construction of, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in front of such Owner's Lot and upon each side street of each corner Lot (where applicable). 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha. Notwithstanding the foregoing, in connection with certain Lots selected by Declarant, in its sole discretion, Declarant has constructed, or shall construct, curved sidewalks. Such curved sidewalks shall be located in the public right-of-way in front of such Lots (and in the case of corner Lots, in the right-of-way on the street side of such Lots) and on a strip of land at the front of each such Lot (or on the street side of

Pacesetter Homes Inc
 7002 S. 131 Ave.
 Omaha ne 68138

each Lot for corner Lots), which strip of land shall not exceed five (5) feet. All such sidewalks (whether the curved sidewalks constructed by Declarant or the straight sidewalks constructed by Owners) shall be public sidewalks, and Declarant hereby reserves in favor of the public, for public use, a perpetual easement for use of the sidewalks for ordinary pedestrian and similar purposes to the extent that any portion or portions thereof are constructed on the front five (5) feet of any Lot or a strip of land not to exceed five (5) feet on the street side of any corner Lot.

4. Declarant hereby amends the Declaration by adding in Article I thereof the following new Section 22:

22. Declarant has planted, or will plant, trees in the public right-of-way in front of certain Lots, selected by Declarant in its sole discretion. Each Owner of any such Lot shall keep the trees located in the right-of-way located in front of such Owner's Lot trimmed, pruned, and sprayed in such manner as will remove any hazard to life or property and preserve or promote the health and vigor of the trees, and shall water and otherwise care for the trees to maintain them in a healthy, vigorous, growing condition. Should any of such trees be removed, die, or deteriorate into a poor condition, the Owner of the Lot shall, at the Owner's expense, replace such trees with trees of the same or similar type and quality. In the event that any Owner fails to perform the maintenance required of the trees under this Section 22, the Association (as defined in Article II of this Declaration) shall be permitted to perform, or cause to be performed, all such maintenance and shall invoice such Owner for the reasonable costs, fees, and expenses in connection therewith. The amount of any such invoices shall, for all purposes, constitute dues and assessments (as defined in Article II of this Declaration) due from the Owner to the Association.

5. In all other respects, the Declaration heretofore executed, as previously amended, is hereby ratified and confirmed in its original form.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 10 day of June, 2004.

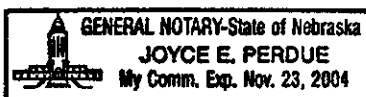
PACESETTER HOMES, INC.,
a Nebraska corporation

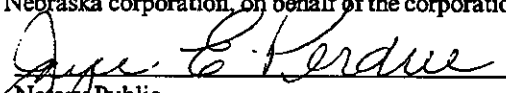
By:


Dennis Van Moorleghe, Vice President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 10 day of June, 2004 by Dennis Van Moorleghe, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.




Notary Public



BK 1460 PG 033-035



MISC 2002 21187

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 SEP -6 PM 3: 29

RECEIVED

After recording, please return to:

Robert J. Huck, Esq.
~~CROKER, HUCK, KASHER, DeWITT,~~
~~ANDERSON & GONDERINGER, P.C.~~
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

misc *✓*

3 FEE 84.00 *MI-3/607*

138 FB *MI-3/608*

BKP _____ C/O _____ COMP *[Signature]*

DEL _____ SCAN *CR* FV _____

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
QUAIL HOLLOW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska (the "Declaration") is made on the date hereinafter set forth by Pacesetter Homes, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

1. The Declarant executed a Declaration of Covenants, Conditions, Restrictions and Easements covering the real property described as: Lots One (1) through One-Hundred Seventeen (117) inclusive, and Lots One Hundred Twenty-one (121) through One Hundred Forty-two (142) inclusive in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The Declaration was dated June 1, 2001, and was filed for record in the Office of the Register of Deeds of Douglas County, Nebraska on June 8, 2001 in Book 1385 at Pages 55 through 63, inclusive. Lots Eighty (80) and Eighty-One (81) have subsequently been replatted as Lots One (1) and Two (2), Quail Hollow Replat 1 and are subject to the same Declaration.

2. Pursuant to the terms and conditions of Article IV, Section 2 of the Declaration, Declarant, for a period of ten (10) years from the date of the Declaration, reserved the right to amend the Declaration.

3. Declarant hereby amends Article I, Section 10 of the Declaration in its entirety to read as follows:

10. Storage, Parking, Maintenance, and Keeping of any "Vehicle" on any Lot

- a) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck mounted camper, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than

(RETURN TO PACESETTER HOMES 7002 SO 171 AVE OMAHA 68138)

✓ 142199

in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year.

- b) No grading or excavating equipment, tractors or semi-trailers or other commercial vehicles shall be stored, parked, kept or maintained in any yards, driveways, or streets.
- c) Only motor vehicles, other than listed in 10(a) and 10(b), and "light-duty" trucks may be parked or stored outside on any Lot on a regular basis, providing they are driven on a regular basis by the occupants of the dwelling located on such Lot. "Light-duty" truck shall mean any truck having less than a 9200 pound Gross Vehicle Weight reading ("GVW") and having a single rear-wheeled axle.
- d) This section 10 does not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

4. In all other respects, the Declaration heretofore executed is hereby ratified and confirmed in its original form.

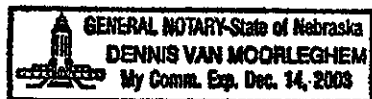
IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Quail Hollow, a Subdivision in Douglas County, Nebraska this 30 day of August, 2002.

PACESETTER HOMES, INC. a Nebraska corporation

By: 
Ralph J. Heavrin, President

STATE OF NEBRASKA)
) SS:
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 30 day of August, 2002 by Ralph J. Heavrin, President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of the corporation.





Notary Public

First Amendment to Covenants at Quail Hollow (00202730.WPD;1)



BK 1385 PG 055-063



MISC 2001 08402

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 JUN -8 PM 4:17

RECEIVED

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

misc 9 J
FEE 114.50 FB MI-31607
BKP C/O COMP
DEL SCAN SV

THIS DECLARATION, made on the date hereunder set forth, is made by PACESETTER HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots One (1) through One Hundred Seventeen (117) inclusive and Lots One Hundred Twenty-One (121) through One Hundred Forty-Two (142) inclusive, in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Quail Hollow, and for the maintenance of the character and residential integrity of Quail Hollow, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Quail Hollow.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot.

ARTICLE I.

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling device, or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

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

elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

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

(c) Written Notice of the approval or disapproval 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 disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by the Declarant.

4. Subject to the specific requirements set forth in this Declaration, all foundations of all Lots shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls and any exposed foundations walls of all main residential structures facing any street must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Any fireplace chimney or enclosure of any fireplace flue which is located on the front side of a residence shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant. All fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, weathered wood in color, wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. 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". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, construction or storage areas, including model homes and general offices, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke vibration and radiation. 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.

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

8. No tree houses, tool sheds, play houses, windmills or similar structures shall be permitted on any Lot. Basketball backboards will not be approved if mounted to house or other similar structure.

9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 or similar chattels 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.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractor-trailers or other commercial vehicles shall be stored, parked kept or maintained in any yards, driveways, or streets. However, this Section 10 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored, permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by (10) feet.

12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than Ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron or vinyl. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.

13. No swimming pool may extend more than one foot above ground Level.

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

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha.

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

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog house and dog run or kennel shall be permitted only with the written approval of the Declarant or its assigns; provided always that any permitted dog house and dog run or kennel shall be located immediately adjacent to the rear of the residence and hidden from view and that a six (6) foot high solid or board on board fence is constructed around the entire perimeter of the rear yard area containing the dog house and dog run or kennel. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner.

18. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Declarant according to the requirements set forth in Article I, paragraph 2, and 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 shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Quail Hollow to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion.

QUAIL HOLLOW

ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Quail Hollow Homeowners Association, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas, signs, fences and entrances for Quail Hollow. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Quail Hollow; and the protection and maintenance of the residential character of Quail Hollow.

2. Membership and Voting. Quail Hollow is divided into 139 separate residential lots (referred to as the "Lots"). Subsequent phases, if any, of the Quail Hollow development shall be annexed hereto and shall be considered Lots as referred to in this Declaration. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

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

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

a. When the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

b. On June 1, 2007 or sooner at Declarant's discretion.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Quail Hollow.

(c) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors of the Association and Members serving thereunder.

(e) The exercise of all the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain and repair any fence, entrance monuments, traffic circle landscaping, signs and landscaping which have been installed in easement or right of way areas of the Quail Hollow subdivision and center islands dividing dedicated roads, in generally good and neat condition.

6. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of the Declaration, the Board of Directors shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Fifty and no/100 Dollars (\$50.00) per Lot.

(b) In each calendar year beginning on January 1, 2001, one hundred twenty five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 (\$200.00) per lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 6 and 7, above.

14. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specific Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall, be indemnified against the interest, costs, and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs, and attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

17. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion (s) may be effected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenant, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes, of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III Easements

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, any telephone system, or any company which has been granted a franchise to provide a cable television system with the Lots, Metropolitan Utilities District, Peoples Natural Gas, and Sanitary and Improvement District No. 437 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of any kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

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

3. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence and/or other buffer, including but not limited to trees, and standards and related accessories to said buffer, located on, over and upon the rear most fifteen (15) foot wide strip of land abutting the south boundary line of Lots 1, and Lots 4 through 16, as well as the east boundary line of Lot 6 and the west boundary line of Lot 7, Quail Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. Other easements are provided for in the final plat of Quail Hollow filed or to be filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV. GENERAL PROVISIONS.

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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) year periods from the date of this Declaration. 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 Lots. This Declaration may be amended by Pacesetter Homes, Inc., a Nebraska corporation, its successor or assigns or any person, firm, corporation, partnership or entity designated in writing by Pacesetter Homes, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of then (10) years from the date hereof. Thereafter this Declaration, may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, as to any Lot or Lots at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidity of any one or more provisions of this Declaration 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 1 day of June 2001.

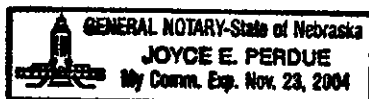
Pacesetter Homes, Inc., a Nebraska corporation "Declarant"

Dennis Van Moorleghem
Dennis Van Moorleghem, Vice President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2001, by Dennis Van Moorleghem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of said company.



Joyce E. Perdue
Notary Public



BK 1385 PG 055-063

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 JUN -8 PM 4:17

RECEIVED



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BKP C/O COMP
DEL SCANDECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF QUAIL HOLLOW,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereunder set forth, is made by PACESETTER HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots One (1) through One Hundred Seventeen (117) inclusive and Lots One Hundred Twenty-One (121) through One Hundred Forty-Two (142) inclusive, in Quail Hollow, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Quail Hollow, and for the maintenance of the character and residential integrity of Quail Hollow, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Quail Hollow.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot.

ARTICLE I.

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park or for other non-profit use.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or disc, solar heating or cooling device, or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant, as follows:

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

elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

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

(c) Written Notice of the approval or disapproval 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 disapproved by Declarant.

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

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by the Declarant.

4. Subject to the specific requirements set forth in this Declaration, all foundations of all Lots shall be constructed of concrete, concrete blocks, brick or stone. All exposed front foundation walls and any exposed foundations walls of all main residential structures facing any street must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Any fireplace chimney or enclosure of any fireplace flue which is located on the front side of a residence shall be constructed of, or finished with, clay-fired brick or stone or other material approved by Declarant. All fireplace chimneys may be covered with wood or other material if approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, weathered wood in color, wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. 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". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska; 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. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, construction or storage areas, including model homes and general offices, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to, odors, dust, glare, sound, lighting, smoke vibration and radiation. 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.

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except, with the prior written approval of Declarant, one (1) satellite dish of 18" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

8. No tree houses, tool sheds, play houses, windmills or similar structures shall be permitted on any Lot. Basketball backboards will not be approved if mounted to house or other similar structure.

9. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 or similar chattels 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.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractor-trailers or other commercial vehicles shall be stored, parked kept or maintained in any yards, driveways, or streets. However, this Section 10 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted to be stored outside of any dwelling unless, completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored, permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by (10) feet.

12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than Ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron or vinyl. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph.

13. No swimming pool may extend more than one foot above ground Level.

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

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each 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, provided however, this provision shall vary to comply with any requirements of the City of Omaha.

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

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog, provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, as required by this Declaration. Dog house and dog run or kennel shall be permitted only with the written approval of the Declarant or its assigns; provided always that any permitted dog house and dog run or kennel shall be located immediately adjacent to the rear of the residence and hidden from view and that a six (6) foot high solid or board on board fence is constructed around the entire perimeter of the rear yard area containing the dog house and dog run or kennel. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats, or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are not left outside of the residential structure unattended and not permitted to run loose outside the Lot of the Owner.

18. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Declarant according to the requirements set forth in Article I, paragraph 2, and 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 shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall 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.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Quail Hollow to any Lot or modular home constructed on any Lot without the written approval of Declarant.

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

21. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations and designs as it may determine appropriate in its sole and absolute discretion.

QUAIL HOLLOW

ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Quail Hollow Homeowners Association, a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas, signs, fences and entrances for Quail Hollow. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to a Sanitary Improvement District.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Quail Hollow; and the protection and maintenance of the residential character of Quail Hollow.

2. Membership and Voting. Quail Hollow is divided into 139 separate residential lots (referred to as the "Lots"). Subsequent phases, if any, of the Quail Hollow development shall be annexed hereto and shall be considered Lots as referred to in this Declaration. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. With the exception of the Class B membership set forth below, the Owner of each Lot, whether one or more, shall have one vote on all matters properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Association shall have two classes of voting membership:

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

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

a. When the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or

b. On June 1, 2007 or sooner at Declarant's discretion.

3. **Purposes and Responsibilities.** The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Quail Hollow.

(c) The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage's for the Association, the Board of Directors of the Association and Members serving thereunder.

(e) The exercise of all the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(f) The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. **Mandatory Duties of Association.** The Association shall maintain and repair any fence, entrance monuments, traffic circle landscaping, signs and landscaping which have been installed in easement or right of way areas of the Quail Hollow subdivision and center islands dividing dedicated roads, in generally good and neat condition.

6. **Covenant for and Imposition of Dues and Assessments.** The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. **Abatement of Dues and Assessments.** Notwithstanding any other provision of the Declaration, the Board of Directors shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in this Article.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Fifty and no/100 Dollars (\$50.00) per Lot.

(b) In each calendar year beginning on January 1, 2001, one hundred twenty five percent (125%) of the aggregate dues charged in the previous calendar year.

11. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 (\$200.00) per lot.

12. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

13. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Sections 6 and 7, above.

14. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specific Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

15. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall, be indemnified against the interest, costs, and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs, and attorney's fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

16. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.

17. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion (s) may be effected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenant, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes, of this Article II, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE III Easements

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, any telephone system, or any company which has been granted a franchise to provide a cable television system with the Lots, Metropolitan Utilities District, Peoples Natural Gas, and Sanitary and Improvement District No. 437 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of any kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

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

3. A perpetual easement is further reserved in favor of the Declarant and the Association, their successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence and/or other buffer, including but not limited to trees, and standards and related accessories to said buffer, located on, over and upon the rear most fifteen (15) foot wide strip of land abutting the south boundary line of Lots 1, and Lots 4 through 16, as well as the east boundary line of Lot 6 and the west boundary line of Lot 7, Quail Hollow, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. Other easements are provided for in the final plat of Quail Hollow filed or to be filed in the Register of Deeds of Douglas County, Nebraska.

ARTICLE IV. GENERAL PROVISIONS.

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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) year periods from the date of this Declaration. 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 Lots. This Declaration may be amended by Pacesetter Homes, Inc., a Nebraska corporation, its successor or assigns or any person, firm, corporation, partnership or entity designated in writing by Pacesetter Homes, Inc., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of then (10) years from the date hereof. Thereafter this Declaration, may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, as to any Lot or Lots at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the rights of the Declarant shall automatically transfer to the Association and the Association may exercise such rights or appoint another entity, association or individual to serve as Declarant, and the Association or such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any one or more provisions of this Declaration 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 1 day of June 2001.

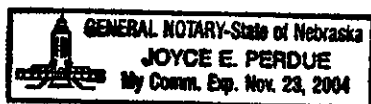
Pacesetter Homes, Inc., a Nebraska corporation "Declarant"

Dennis Van Moorlegem
Dennis Van Moorlegem, Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2001, by Dennis Van Moorlegem, Vice President of Pacesetter Homes, Inc., a Nebraska corporation, on behalf of said company.



Joyce E. Perdue
Notary Public



2153 404 DEED



07226 00 404-410

Nebr Doc
Stamp Tax

6/10/00

Date

\$ 644.86

By *W*

RICHARD N. TARECH
REGISTER OF DEEDS
DODGE COUNTY, NE

00 JUN -1 AM 10:56

RECEIVED

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

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WV43
10/14/11
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10-14-11 01-60000 - old

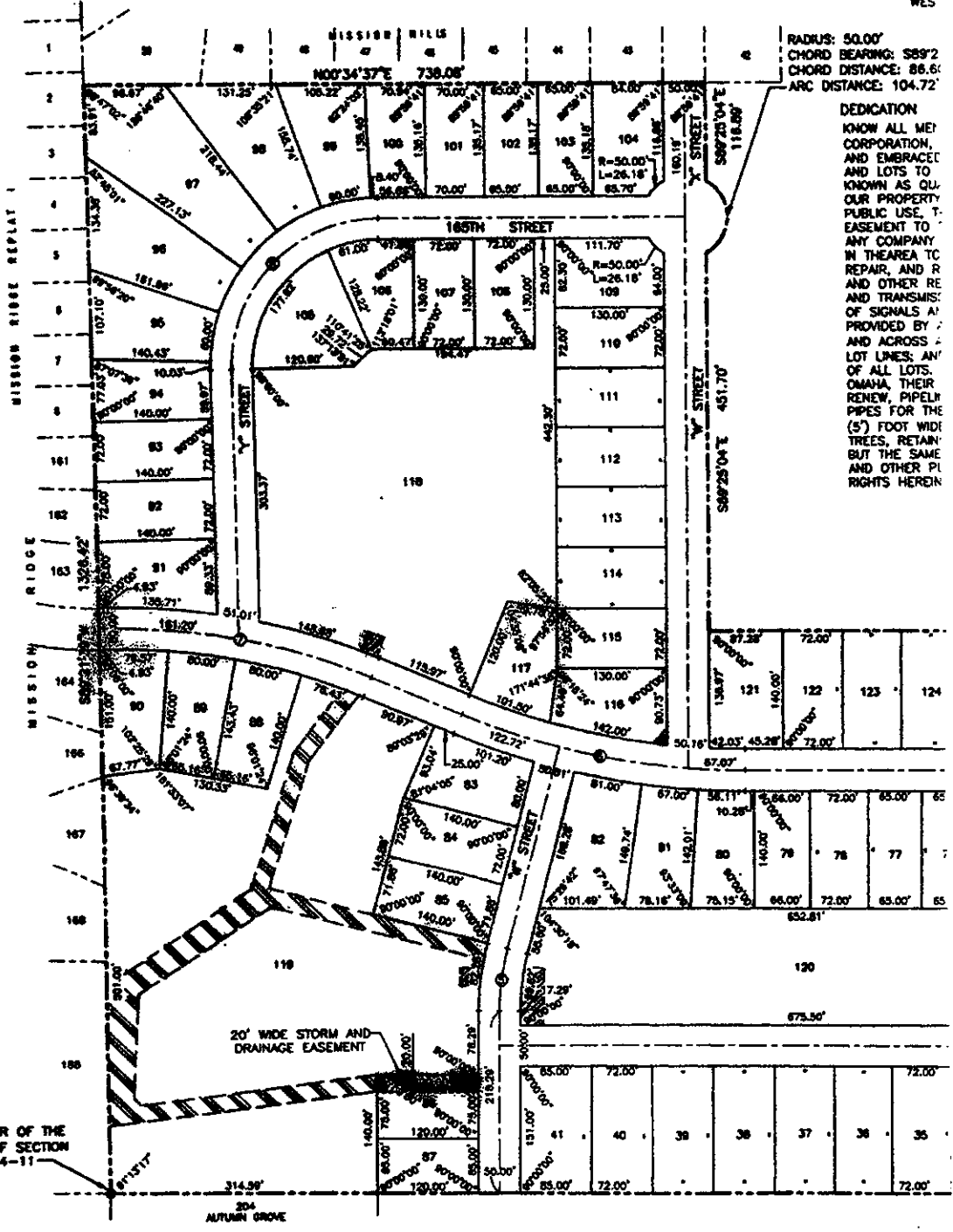
STORM SEWER EASEMENTS.
SEE RECORDED DOCUMENTS.

STORM AND DRAINAGE EASEMENT
SEE RECORDED DOCUMENT

SANITARY AND STORM SEWER EASEMENT
SEE RECORDED DOCUMENT

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CHORD DISTANCE: 86.6
ARC DISTANCE: 104.72'

DEDICATION
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SE CORNER OF THE
NW 1/4 OF SECTION
10-14-11

204
AUTUMN GROVE

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR
CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL L

QUAIL HOLLOW

LOTS 1 THRU 142, INCLUSIVE

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.00 FEET OF THE WEST 470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10.

RADIUS: 50.00'
CHORD BEARING: S89°25'04"E
CHORD DISTANCE: 86.60'
ARC DISTANCE: 104.72'

NOTES: THERE WILL BE NO DIRECT VEHICULAR STREET OVER THE NORTH LINES OF 16, INCLUSIVE.

DEDICATION

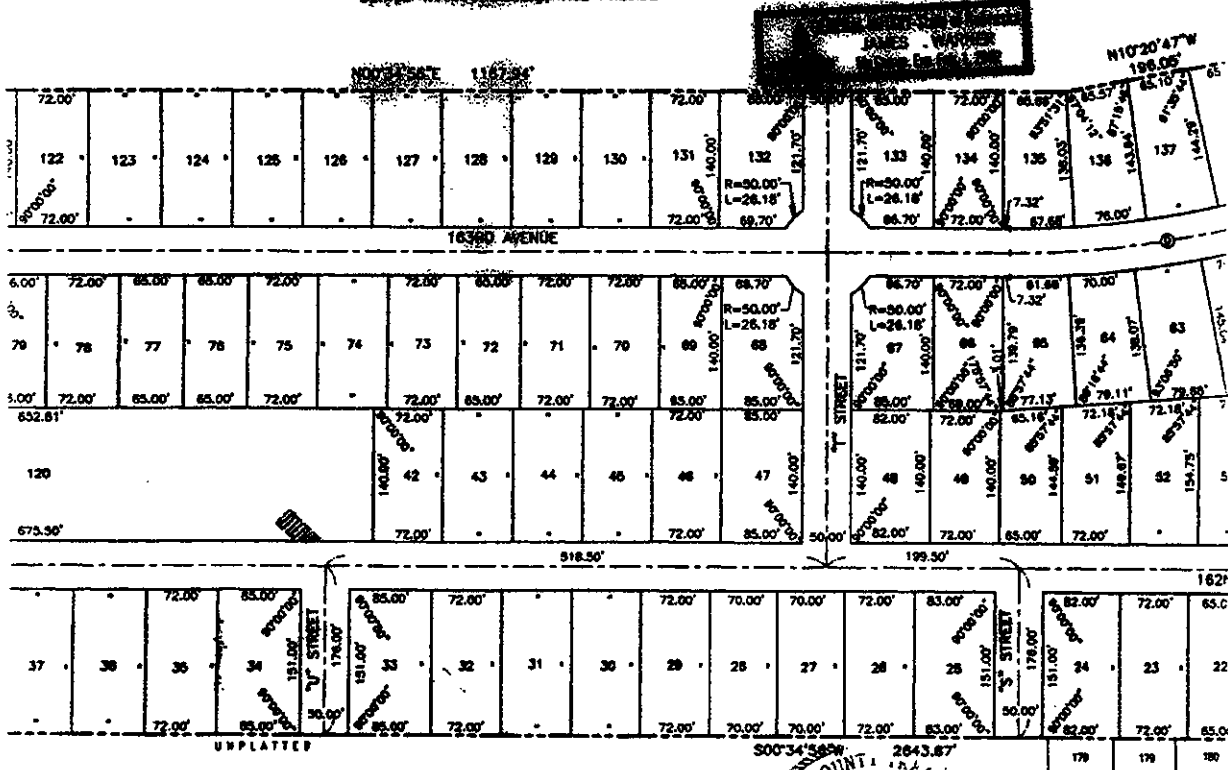
KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAIL HOLLOW, AND WE DO HEREBY NOTIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A PERPETUAL EASEMENT 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, CROSSINGS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *[Signature]*
DENNIS VAN DER BRUG, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA
COUNTY OF DOUGLAS
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY DENNIS VAN DER BRUG, PRESIDENT OF PACESETTER HOMES, INC., A NEBRASKA SAID CORPORATION.

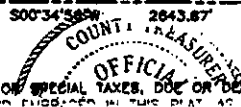
[Signature]
NOTARY PUBLIC

PROPERTY LINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
A	09°05'35"	62.59'	124.92'
CENTERLINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
1	05°50'10"	29.32'	58.58'
2	05°22'41"	89.70'	179.22'
3	05°22'41"	90.30'	180.42'
4	91°04'51"	178.33'	278.19'
5	14°30'18"	36.18'	75.95'
6	22°29'43"	175.01'	345.50'
7	23°43'00"	166.04'	325.35'
8	91°13'17"	178.77'	278.82'
9	18°20'09"	167.75'	332.57'
10	12°44'32"	65.87'	131.20'

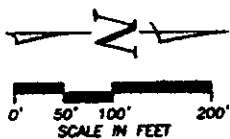


RS HAVE BEEN FOUND OR SET AT ALL
S WILL BE SET AT ALL LOT CORNERS, ANGLE
BEING A PLATTING OF THE EAST 1/2

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF



NE / NW
NW / SE



DIRECT VEHICULAR ACCESS ONTO "O"
NORTH LINES OF LOT 1 AND LOTS 4 THRU

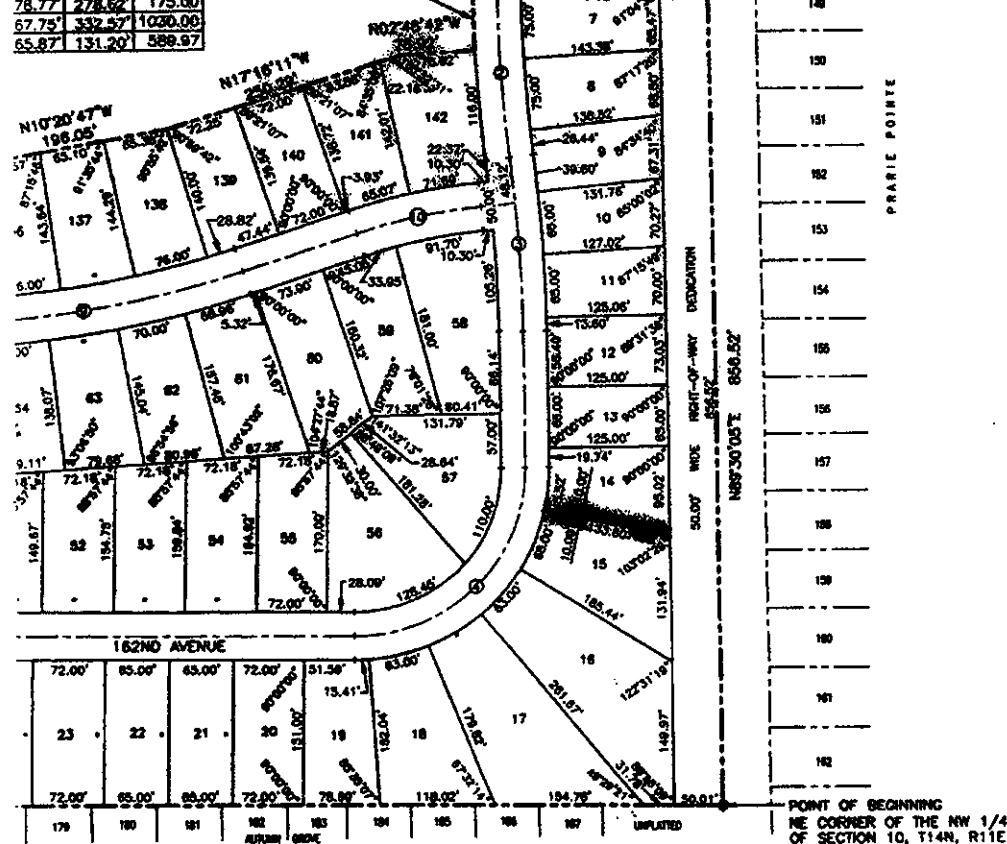
OTARY

I WAS ACKNOWLEDGED BEFORE ME THIS 4TH DAY
BY DENNIS VANMORLEGHEM, VICE PRESIDENT
OF NEBRASKA CORPORATION, ON BEHALF OF

Dennis Warner
TARY PUBLIC

VE CURVE DATA		
ANGENT	LENGTH	RADIUS
52.59'	124.92'	787.17'
CURVE DATA		
ANGENT	LENGTH	RADIUS
29.32'	56.58'	575.14'
99.70'	179.22'	1810.00'
90.30'	180.42'	1620.72'
78.33'	276.19'	175.00'
38.18'	75.95'	300.00'
75.01'	349.50'	880.00'
65.04'	325.35'	786.00'
76.77'	278.62'	175.00'
67.75'	332.57'	1030.00'
65.87'	131.20'	589.97'

RADIUS: 1635.00'
CHORD BEARING: S89°20'42"W
CHORD DISTANCE: 68.00'
ARC DISTANCE: 68.01'



THE PROPERTY

APPROVAL OF OMAHA CITY COUNCIL
THIS PLAT OF QUAIL HOLLOW WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF
OMAHA, NEBRASKA, ON FEBRUARY 24, 1999.

AS SHOWN	
DATE	FEB. 24, 1999
BY	JKW
FOR	CED
FINAL PLAT	
MPSON, DRESSSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10836 OLD MILL ROAD OMAHA, NE 68154 (402) 330-8860	

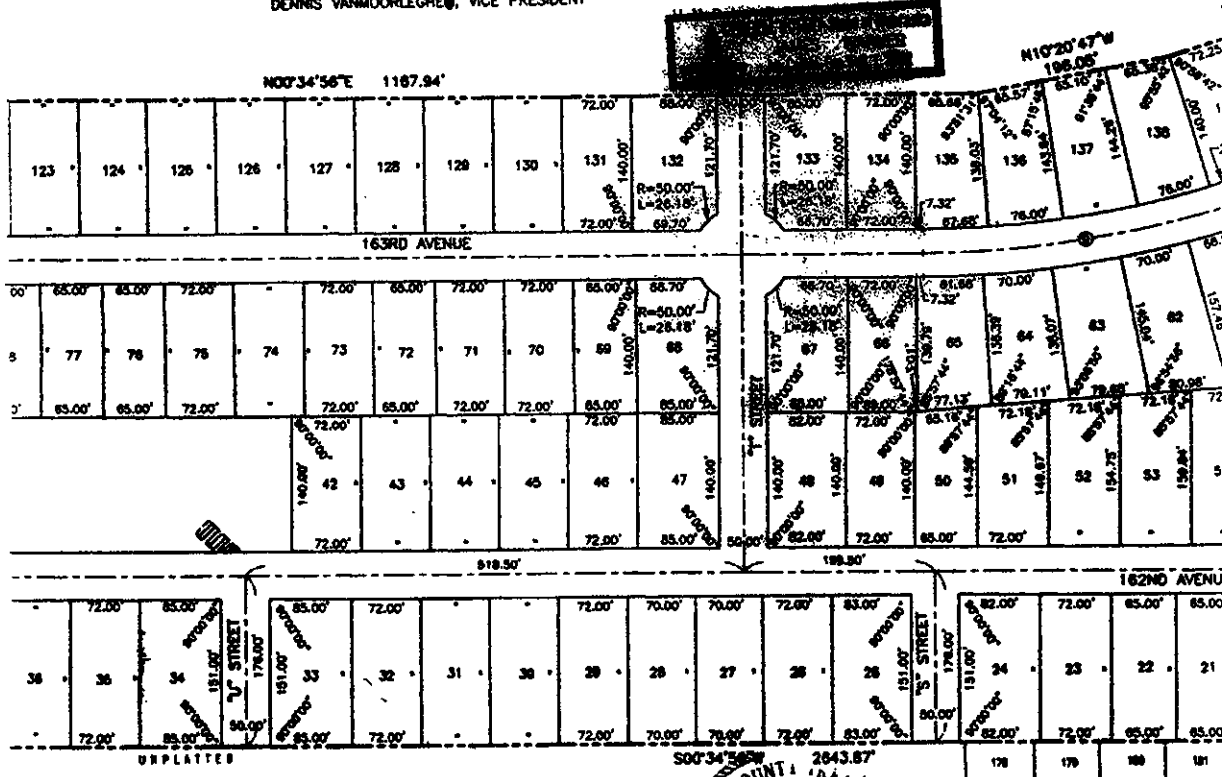
DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS QUAL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSARMS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *Dennis VanMoorleghe*
DENNIS VANMOORLEGHE, VICE PRESIDENT

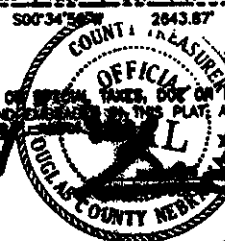
ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLASS
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY DENNIS VANMOORLEGHE OF PACESETTER HOMES, INC., A NEBRASKA CORPORATION.
Dennis VanMoorleghe
NOTARY PUBLIC

PROPERTY LINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
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CENTERLINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
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9	16°30'00"	167.75'	332.57'	1030.00'
10	12°44'32"	65.87'	131.20'	589.97'



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72°5'04"E 451.70 FEET ON A
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THE EAST 1/2 OF SAID NW 1/4;

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF
THIS OFFICE THIS 15 DAY OF February, 2000.



APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF QUAL HOLLOW ON THIS 15 DAY OF February, 2000.

Dennis Vieregger
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE
OMAHA MUNICIPAL CODE.

DATE 4/3/2000

Dennis Vieregger
CITY ENGINEER

APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF QUAL HOLLOW WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA
THIS 15 DAY OF February, 2000.

[Signature]
CITY ENGINEER



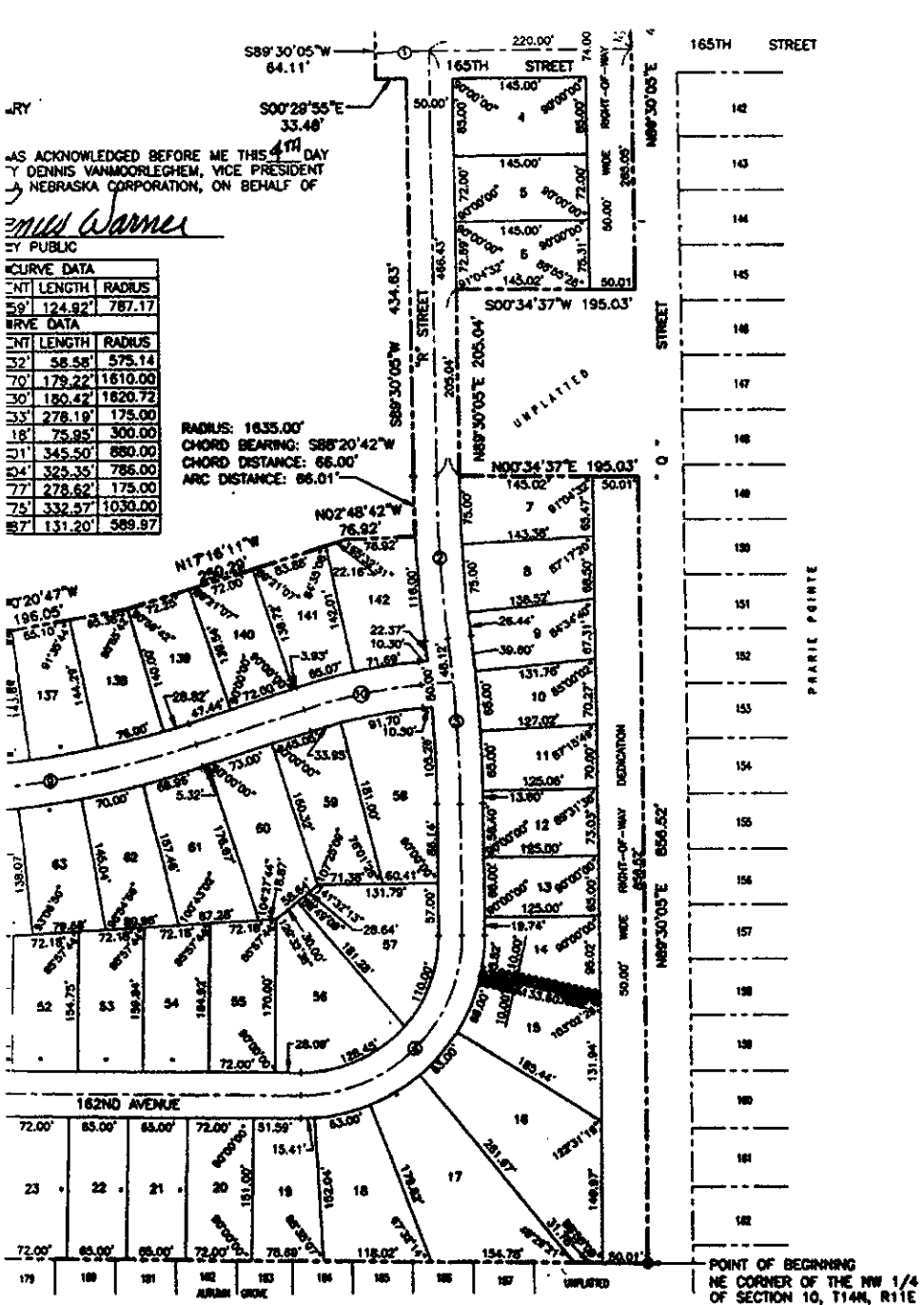
CHRIS E. DORNER
NEBRASKA R.L.S. 507

AS ACKNOWLEDGED BEFORE ME THIS 4TH DAY
BY DENNIS VANMOORLEGHEM, VICE PRESIDENT
OF NEBRASKA CORPORATION, ON BEHALF OF

Mill Warner
BY PUBLIC

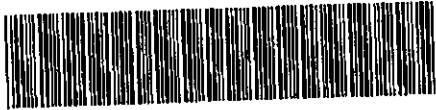
CURVE DATA	
CHORD LENGTH	RADIUS
59' 124.92'	787.17
CHORD DATA	
CHORD LENGTH	RADIUS
32' 58.58'	575.14
70' 179.22'	1810.00
30' 180.42'	1820.72
33' 278.19'	175.00
18' 75.85'	300.00
21' 345.50'	880.00
24' 325.35'	786.00
77' 278.62'	175.00
75' 332.57'	1030.00
87' 131.20'	589.97

RADIUS: 1835.00'
CHORD BEARING: S88°20'42"W
CHORD DISTANCE: 66.00'
ARC DISTANCE: 66.01'





2153 404 DEED



07226 00 404-410

Nebr Doc Stamp Tax
6-1-00
Date
\$ 644.86
By <i>W</i>

RICHARD N. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
00 JUN -1 AM 10:56
RECEIVED

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

7/10/11
WV43
FOR *10-14-11* *01-60000* - old
BY *dc*
DATE *10-14-11* *dc*

STORM SEWER EASEMENTS.
SEE RECORDED DOCUMENTS.

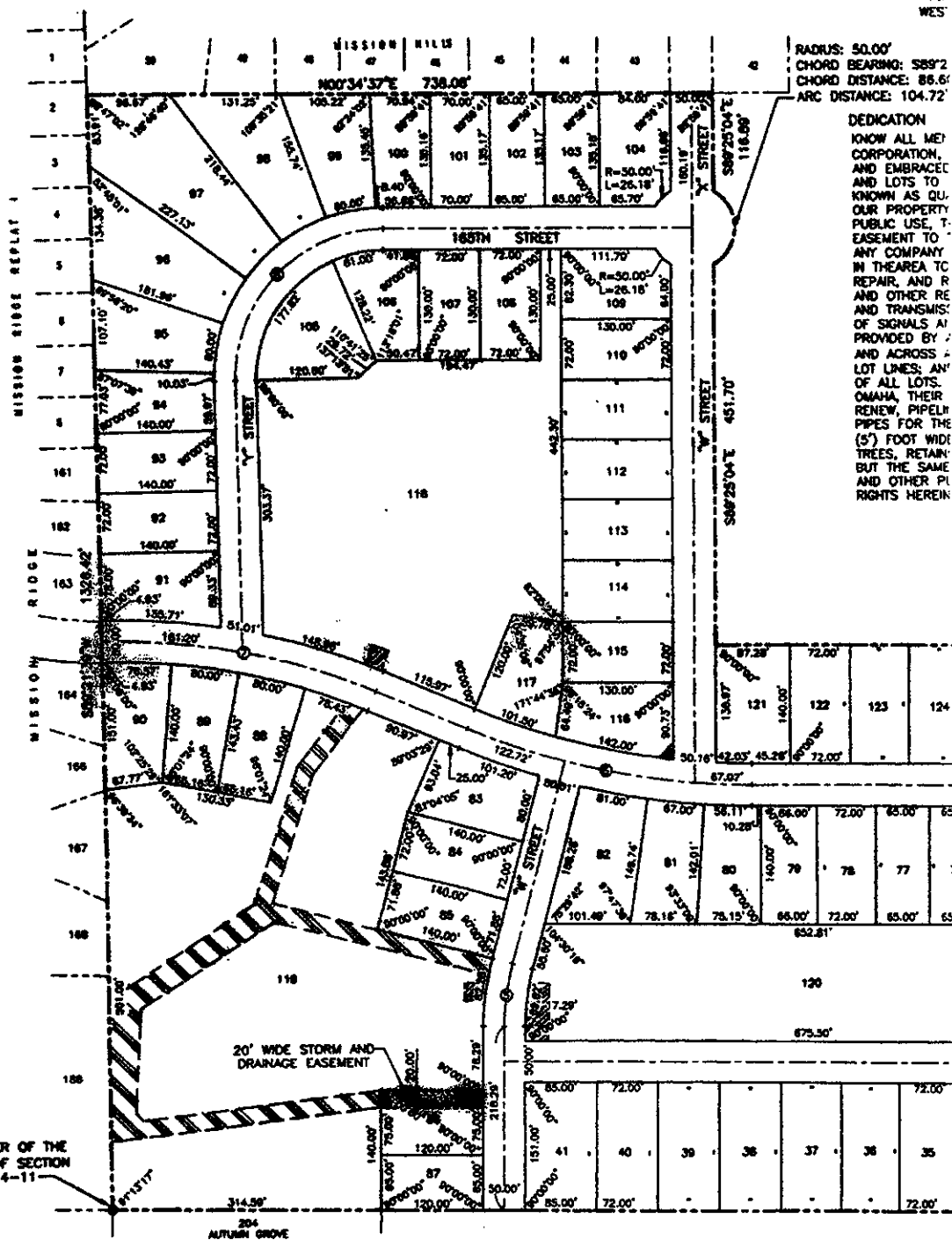
STORM AND DRAINAGE EASEMENT
SEE RECORDED DOCUMENT



SANITARY AND STORM SEWER EASEMENT
SEE RECORDED DOCUMENT

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BEI
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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL C

QUAIL HOLLOW

LOTS 1 THRU 142, INCLUSIVE

BEING A PLATING OF PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.00 FEET OF THE WEST 470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10.

RADIUS: 50.00'
CHORD BEARING: S89°25'04"E
CHORD DISTANCE: 88.60'
ARC DISTANCE: 104.72'

NOTES: THERE WILL BE NO DIRECT VEHICLE STREET OVER THE NORTH LINES OF 16, INCLUSIVE.

DEDICATION

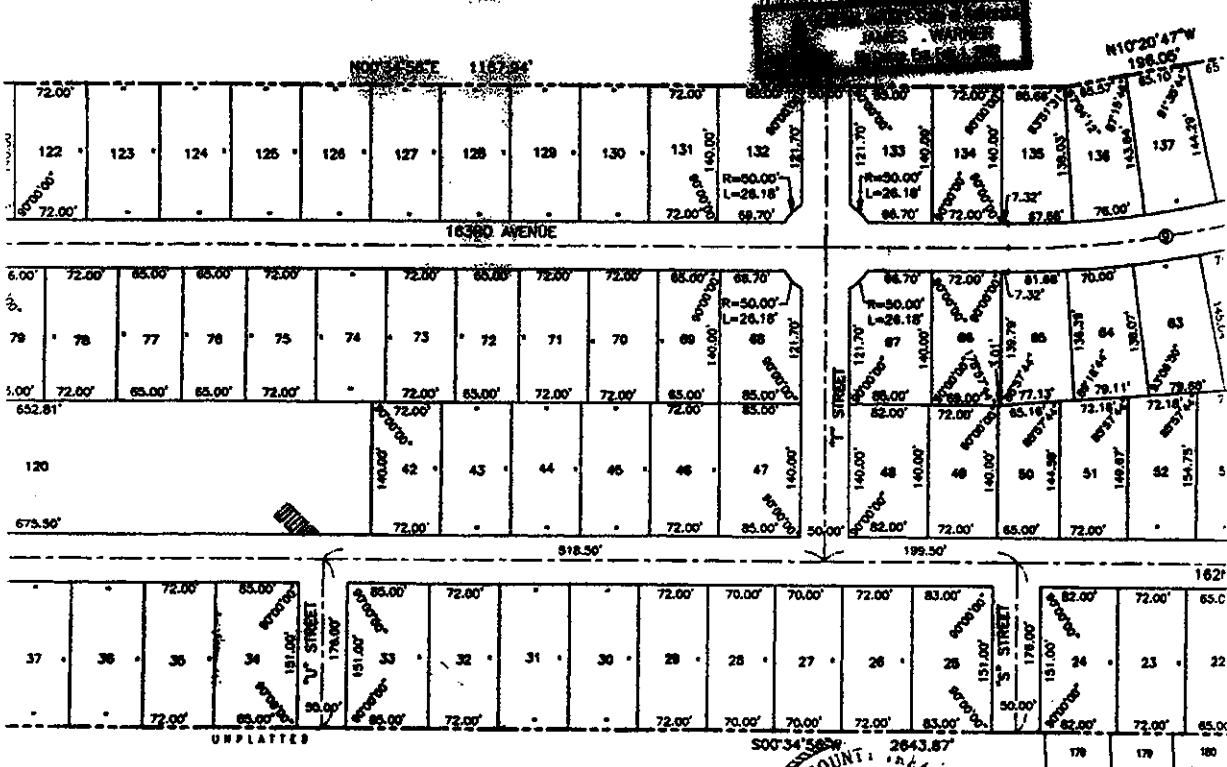
KNOW ALL MEN BY THESE PRESENTS: THAT WE PACESETTER HOMES, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS QUAIL HOLLOW, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. 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, CROSSINGS, DOWN GUYS AND ANCHORS, 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 FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEMS AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. PERPETUAL EASEMENTS ARE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES 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 AND AVENUES. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PACESETTER HOMES, INC.
BY: *[Signature]*
DENNIS VAN DER BRUG, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY DENNIS VAN DER BRUG, VICE PRESIDENT OF PACESETTER HOMES, INC., A NEBRASKA CORPORATION.

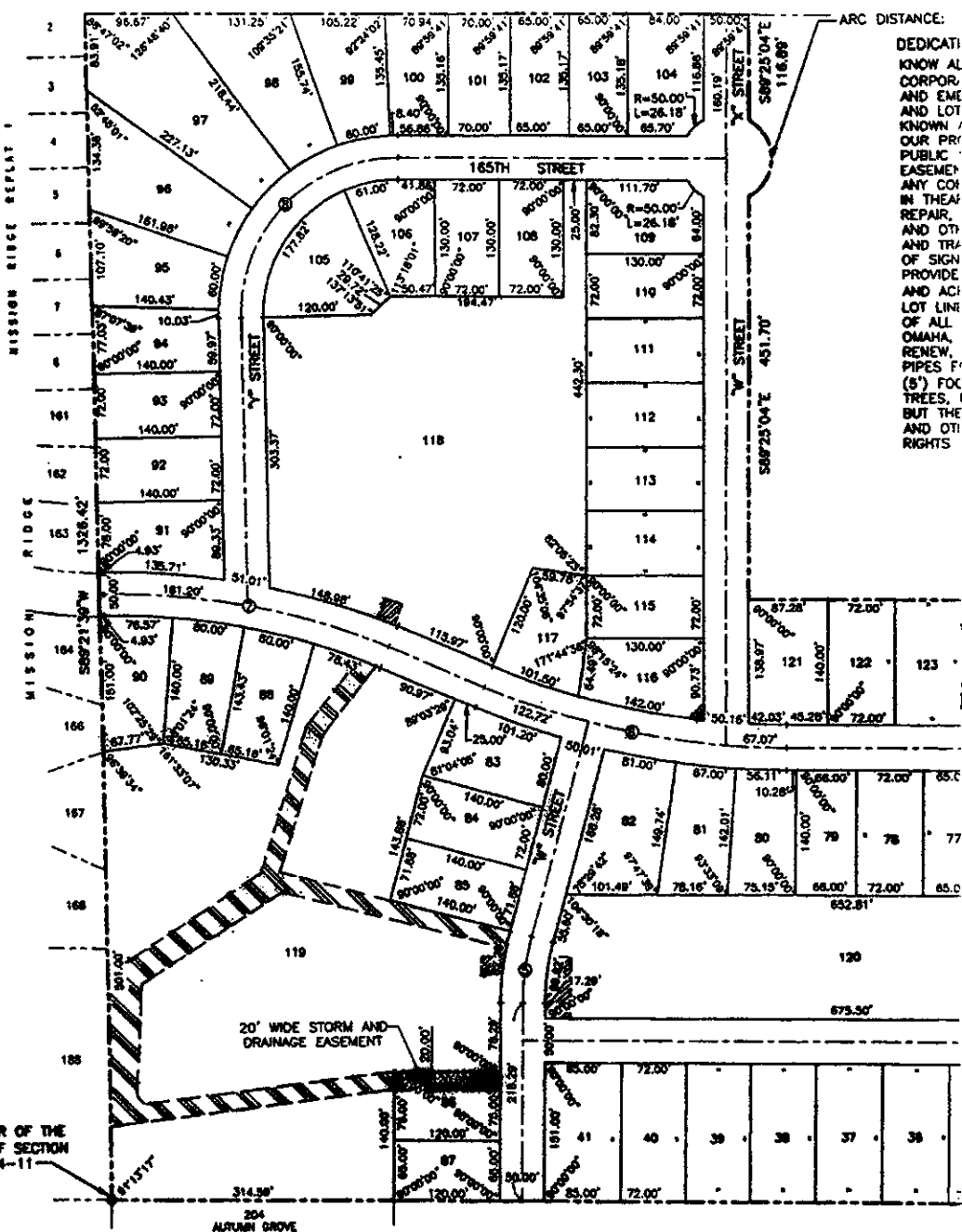
NOTARY PUBLIC

PROPERTY LINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
A	09°05'33"	62.58'	124.92'
CENTERLINE CURVE DATA			
CURVE	DELTA	TANGENT	LENGTH
1	05°50'10"	29.32'	58.58'
2	08°22'41"	89.70'	179.22'
3	06°22'41"	90.30'	180.42'
4	91°04'51"	178.33'	278.19'
5	14°30'18"	38.18'	75.95'
6	22°29'43"	175.01'	345.50'
7	23°43'00"	165.04'	325.35'
8	91°13'17"	178.77'	278.62'
9	18°30'08"	167.75'	332.52'
10	12°44'32"	65.87'	131.20'



RS HAVE BEEN FOUND OR SET AT ALL
S WILL BE SET AT ALL LOT CORNERS, ANGLE
BEING A PLATING OF THE EAST 1/2

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF



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RIGHTS

ARC DISTANCE:

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT POINTS, AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS QUAIL HOLLOW, LOTS 1 THRU 142, INCLUSIVE, BEING A PLAT OF THE NW 1/4 OF SECTION 10, T14N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT THE NORTH 195.00 FEET OF THE EAST 205.470.00 FEET THEREOF, TOGETHER WITH PART OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 10, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: NE CORNER OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°34'36"W (ASSUMED BEARING) 2643.87 FEET ON THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 10; THENCE S89°21'39"W 1328.42 FEET ON THE SOUTH LINE OF THE EAST 1/2 OF SAID NW 1/4 TO THE SW CORNER THEREOF; THENCE S89°25'04"E 116.89 FEET; THENCE SOUTHEASTERLY ON A NON-RADIUS CURVE TO THE RIGHT, CHORD BEARING S89°25'04"E, CHORD DISTANCE 85.90 FEET, AN ARC DISTANCE OF 104.72 FEET; THENCE S89°25'04"E NON-TANGENT LINE; THENCE N00°34'56"E 1187.84 FEET; THENCE N10°20'47"W 198.05 FEET; THENCE N17°16'11"W 250.29 FEET; THENCE N02°48'42"W SOUTHWESTERLY ON A NON-TANGENT LINE; THENCE S89°30'05"W 64.11 FEET; THENCE S89°30'05"E 208.04 FEET ON A LINE 195.00 FEET SOUTH OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4; THENCE N89°30'05"E 208.04 FEET ON A LINE 195.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4; THENCE N00°34'37"E 195.03 FEET ON A LINE 470.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4; THENCE N89°30'05"E 856.52 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

FEBRUARY 24, 1999
DATE:

CHRIS
NEBRAS

DEDICATION

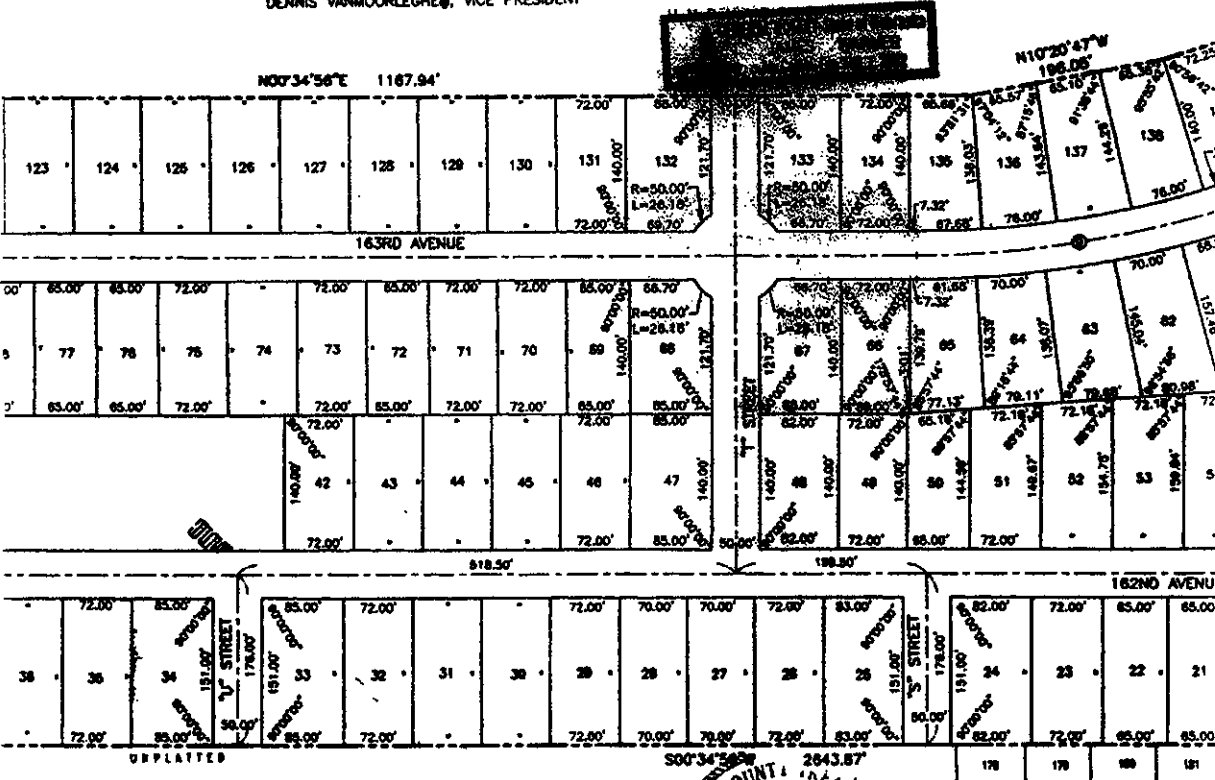
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PACESETTER HOMES, INC.
BY: *Dennis VanMoorlegh*
DENNIS VANMOORLEGHE, VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)SS
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFO
OF February 2, 2000 BY DENNIS VANMOORLEGH
OF PACESETTER HOMES, INC., A NEBRASKA CORPORAT
SAID CORPORATION.

James W. Warr
NOTARY PUBLIC

PROPERTY LINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
A	0°05'33"	62.59'	124.92'	787.17'
CENTERLINE CURVE DATA				
CURVE	DELTA	TANGENT	LENGTH	RADIUS
1	05°30'10"	29.32'	58.58'	575.14'
2	06°22'41"	89.70'	179.22'	1610.00'
3	06°22'41"	80.30'	160.42'	1620.72'
4	91°04'51"	178.33'	278.19'	175.00'
5	14°30'18"	38.18'	75.95'	300.00'
6	22°29'43"	175.01'	345.50'	880.00'
7	23°45'00"	165.04'	325.35'	784.00'
8	91°13'17"	178.77'	278.62'	175.00'
9	18°30'00"	167.75'	332.57'	1030.00'
10	12°44'32"	65.87'	131.20'	589.97'



BEEN FOUND OR SET AT ALL
IF SET AT ALL LOT CORNERS, ANGLE
IS A PLATTING OF THE EAST 1/2
EAST 200.00 FEET OF THE WEST
AS FOLLOWS: BEGINNING AT THE
ST 1/2 OF SAID NW 1/4 TO THE
HEREOF; THENCE N00°34'37"E
YED, PLATTED, AND RECORDED IN
N A NON-TANGENT 50.00 FOOT
7°25'04"E 431.70 FEET ON A
12°48'42"W 78.92 FEET; THENCE
EET, AN ARC DISTANCE OF 68.01
FEET TO THE EASTERLY LINE OF
NORTHERLY EXTENSION TO THE
ON A LINE 285.00 FEET EAST OF
H OF AND PARALLEL WITH THE
THE EAST 1/2 OF SAID NW 1/4;

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF
THIS OFFICE THIS 15 DAY OF February, 2000.

APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF QUAIL HOLLOW ON THIS 15 DAY OF February, 2000.


I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE
OMAHA MUNICIPAL CODE.

DATE 4/3/2000

APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF QUAIL HOLLOW WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA
THIS 12 DAY OF MARCH, 1999.

CHRIS E. DORNER
NEBRASKA R.L.S. 507

 <p>2 THOMPSON, DRESSIEN & DORNER, INC. Consulting Engineers & Land Surveyors 10636 OLD MILL ROAD OMAHA, NE 68154 (402) 350 - 8000</p>	QUAIL HOLLOW		Issue: Date: Drawn by: Checked by: Title:
	FINAL PLAT		