

MISC

2004107117

AUG 12 2004 09:28 P 14

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/12/2004 09:28:53.05

2004107117

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Liberty Capital Corporation (hereinafter referred to as "Declarant"), and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows: Lots 41 through 81, inclusive, in Ranch View Estates 2, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, (the "property") does hereby create, adapt, declare and establish the following restrictions upon all the described properties; and

WHEREAS, All the above-described property has been zoned SF-3 and, therefore, is available for single-family homes; and

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

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

Declarant has heretofore caused the organization of Ranch View Estates Property Owners Association, Inc., and Ranch View Estates 2 Lots 41 Through 81 Property Owners Association, Inc., which are a non-profit corporations organized under the laws of the State of Nebraska, formed for the purpose of providing for the construction, repair, maintenance, preservation and architectural control, as granted by the Declarant and described herein, of the dwelling amenities and common area within the above described property. Said property area may be expanded in the future as described herein.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to either the Ranch View Estates Property Owners Association, Inc., or Ranch View Estates 2 Lots 41 Through 81 Property Owners Association, Inc., their successors and assigns.

Section 2. "Common Association" shall refer to the Ranch View Estates Property Owners Association, Inc.

⑦ 9050
07-004663

v 33430

a misc
FEE 9050 FB OC-32094
14
41 BKP C/O COMP BW
DEL SCAN FV

Section 3. "Special Association" shall mean and refer to the Ranch View Estates 2 Lots 41 through 81 Property Owners Association, Inc.

Section 4. "Board" shall mean and refer to the Board of Directors elected by a majority vote of the respective members of each Association, their successors and assigns.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of each Association.

Section 7. "Common Area" shall mean all real property (including the improvements thereto) owned, granted to by easement or maintained by agreement by each Association for the common use and enjoyment of the Owners and for the Common Association shall also include all Common Area owned, granted to by easement or maintained by agreement by the Common Association in connection with the Ranch View Estates Subdivision and all other lots and phases of Ranch View Estates 2 subdivision. For purposes of the Special Association, the Common Area shall mean the streets, sewers, utilities and the pedestrian/bike trail within the boundaries of the Plat of Lots 41 through 81 Ranch View Estates 2, Douglas County, Nebraska, filed at Book ___, Page ___ of the Register of Deeds of Douglas County, Nebraska, (the "Plat"). The Common Area may be owned, granted or maintained, either now or in the future, as determine by the Board or as described herein.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area or an outlot.

Section 9. "Declarant" shall mean and refer to Liberty Capital Corporation, its successors, assigns and legal representatives.

Section 10. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

Section 11. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area or outlot upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, according to the plans and specification for the construction of said dwelling. All other lots, exclusive of the Common Area or outlot, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of each Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of each Association to suspend the voting rights and right to use any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules

and regulations; and

- (c) The right of each Association, if said right exists, to dedicate or transfer all or any part of the Common Area owned by either Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as otherwise provided herein, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of all the votes for each class of members has been recorded. The Common Area of the Special Association is already dedicated for public use.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

COMMON ASSOCIATION

Section 1. Membership and Voting Rights.

- (1) Every Owner of a Lot which is subject to assessment shall be a member of the Common Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- (2) The Common Association shall have two (2) 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 six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B lot owners (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature until July 1, 2005.

Section 2. Covenants for Maintenance and Assessments.

- (1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Common Association:
- (a) Annual assessments or charge; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time

when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- (2) Purpose of Assessments. The assessments levied by the Common Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and recreational facilities except for the Common area maintained by the Special Association as provided below.
- (3) Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the Common Association shall initially be determined by the Declarant.
 - (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by not more than the greater of either: (i) ten percent (10%); or (ii) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) all the votes for each class of members who are voting by person or proxy at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Common Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto: PROVIDED THAT, any such assessment shall have the assent of two-thirds (2/3) of all the voters of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (5) Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (6) Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance and security upon improved Lots as opposed to unimproved Lots, the regular assessment for each unimproved Lot will be equal to the equivalent of twenty-five percent (25%) of the regular assessment due for each improved Lot. Said assessments may be collected on a monthly basis.
- (7) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of each month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months

remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- (8) Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (9) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.
- (10) Insurance. The Association may provide and pay for, as determined by the Board, property, casualty, liability, or any other type of insurance, if and as it deems it necessary, on the Common Area, the Association, the Declarant, its Agents, the Board of Directors of the Association and the members. Under no circumstance will the Association be obligated to do so. Each Owner, including the Declarant, shall individually procure and maintain insurance on such Owner's Lot(s), improvements thereto and on the contents, decorations, furnishings and personal property therein.
- (11) Access to Lots. The Association, the Declarant, its officers, employees and agents, and contractors and repairmen designated by the Association or Declarant, shall have the right to go on any Lot for the purpose of performing maintenance, construction and repair, making inspections and performing the duties of the Association and the Declarant herein, and are hereby granted a specific easement for such purposes.

ARTICLE IV

SPECIAL ASSOCIATION

Section 1. Membership and Voting Rights.

- (1) Every Owner of a Lot which is subject to assessment shall be a member of the Special Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- (2) The Special Association shall have two (2) 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 six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the

total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B lot owners (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature until July 1, 2005.

Section 2. Covenants for Maintenance and Assessments.

- (1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Special Association:

- (a) Monthly and Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The monthly, annual, and special assessments, together with interest costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- (2) Purpose of Assessments. The assessments levied by the Special Association shall be used exclusively for the maintenance and repair of the streets dedicated as part of the Plat and those sewers, utilities, and public improvements located within the boundaries of the Plat, the payment of the costs of providing street lighting within the boundaries of the Plat, and the construction and maintenance of the pedestrian /bike trail in the trail easements granted for such purpose within the boundary of the Plat, and for such other uses to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and recreational facilities as the Board of Directors of the Special Association shall determine.

- (3) Monthly and Annual Assessments. The Board of Directors of the Special Association shall levy such monthly and annual assessments as they deem necessary to fulfill the obligations of the Special Association (i) under the Subdivision Agreement with the City of Elkhorn for the lots within the Plat, (ii) under the agreements of the Special Association with Omaha Public Power District and all other providers of utilities or services to the Common Area of the Special Association, (iii) to adequately maintain and repair the Common Area of the Special Association, and (iv) all such costs related or incidental to the foregoing including, but not limited to costs of insurance, professional fees, and administrative fees incurred by the Special Association in fulfilling its obligations and purposes.

- (4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Special Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

- (5) Date of Commencement of Monthly and Annual Assessments: Due Dates. The Monthly annual assessments provided for herein shall commence as to all Lots on the date determined by the Board of Directors of the Special Association and shall be due of the first day of each month thereafter. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment. Written notice of the monthly and annual assessments shall be sent to every Owner subject thereto. The due dates for the annual assessments shall be established by the Board of Directors. The Association shall, upon demand, and

for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- (6) Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Special Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (7) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.
- (8) Insurance. The Special Association may provide and pay for, as determined by the Board, property, casualty, liability, or any other type of insurance, if and as it deems it necessary, on the Common Area, the Association, the Declarant, its Agents, the Board of Directors of the Association and the members. Under no circumstance will the Association be obligated to do so. Each Owner, including the Declarant, shall individually procure and maintain insurance on such Owner's Lot(s), improvements thereto and on the contents, decorations, furnishings and personal property therein.
- (9) Access to Lots. The Association, the Declarant, its officers, employees and agents, and contractors and repairmen designated by the Association or Declarant, shall have the right to go on any Lot for the purpose of performing maintenance, construction and repair, making inspections and performing the duties of the Association and the Declarant herein, and are hereby granted a specific easement for such purposes.

ARTICLE V

STAGED DEVELOPMENTS

Additional land adjacent or close to Ranch View Estates, a Subdivision in Douglas County, Nebraska, may be developed by the Declarant. The Declarant, at its discretion, can require the Board to expand the area of the Association to include the new subdivisions as they are platted and recorded. At that time, the new areas, as they are brought on, must be merged into the present existing Association by any legal means necessary, including all new common areas and amenities to be included in the Association. The Declarant may also require new language be adopted and added to the Associations terms, conditions and by-laws in order to adapt and conform, as necessary, to the subdivision, lots and common area being added to the then current Association. The above right is granted to the Declarant without the vote of any members of the Association.

ARTICLE VI

RESTRICTIONS AND COVENANTS

Section 1. Residential Purposes Only. The Property shall be used only for single-family, residential purposes, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit

use. Provided, however, this prohibition shall not apply: (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishings of public utility services to the Property; or to any portion of the building used by the Declarant or Liberty Capital Corporation, a Nebraska Corporation hereafter referred to as "Liberty Capital" (Developer), its licensees or assigns, for a manager's office or a sales office. Construction of residential dwellings must be completed within one year after excavation for footings, or three (3) years from date of conveyance by the Declarant to the owner, whichever occurs first. The Declarant may construct and maintain at its discretion any private or public recreation facility, including club house, on any lot, common area or outlot as zoned, platted and approved for said use.

Section 2. **Subdivision of Parcels Prohibited.** No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split or subdivision has been approved in writing by the Declarant or Liberty Capital, and the governing jurisdiction. Declarant and Liberty Capital hereby establish, the policy that at this time, does not intend to approve any lot splits or subdivisions.

Section 3. **Noxious Activities.** No noxious or offensive activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property. No outside repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than four (4) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties, and must be approved by the Declarant, its successors or assigns. No motor vehicle may be parked or stored outside on any lot except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavation equipment, tractor or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All of the above shall also apply to any and all streets and Right of Ways. Garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Declarant. Private barbecue grills will be subject to regulation, restriction or exclusion by the Declarant. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Automobile parking will be subject to regulation and restriction by the Declarant.

Section 4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property shall at any time be used as a residence (temporarily or permanently), nor shall any structure of a temporary character be used as a residence; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

Section 5. **Accessory Buildings.** All approved accessory buildings including detached garages, shall be of wood, brick, EFIS, stone, or decorative masonry (excluding Quonset huts and non-factory designed and built metal buildings, which are prohibited on the Property), and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All detached garages and accessory buildings shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

Section 6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

Section 7. General Building Restrictions. The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages shall be not less than the following minimum sizes: All residential structures must have basements equal to the main floor living space.

- A. For a ranch style (one level) home, the ground floor (or main level) shall contain not less than 1,775 square feet of finished living area on the main floor.
- B. For a one and one-half (1 ½) story home, the ground floor (main level) shall contain not less than 1,650 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,500 square feet.
- C. For a two-story home, the ground floor (main level) shall contain not less than 1,450 square feet of finished living area and the total finished living area for the first and second floors shall contain not less than 2,650 square feet.
- D. No split entry or split level homes shall be allowed.

The maximum height for any building shall be two and one-half (2 ½) stories, and all residences shall be built with an attached, enclosed garage for not less than three (3) cars and 600 square feet.

Section 8. Building Set-back Requirements for Homes. The minimum, front; thirty-five (35) feet, side; SEVEN (7) feet, rear; twenty-five (25) feet and corner side yards; eighteen (18) feet.

Yard requirements shall conform to the City of Elkhorn's SF-3 zoning and shall govern this subdivision, unless these covenants are different, then the Ranch View Covenants shall override the City of Elkhorn's jurisdiction as long as they fit into that (jurisdictions) zoning. Any waiver or change of such restrictions by the City of Elkhorn shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change. This subdivision is zoned in accordance with the City of Elkhorn's SF-3 zoning district and all ordinances must apply.

Section 9. Exterior Details. The roofs of residential dwellings and outbuildings shall have a minimum front to back pitch of 6/12 and a minimum of 8/12 for side roofs and shall have Heritage asphalt shakc or fiberglass laminated shake shingles (or comparable) which are premium grade and heavy weight, with a minimum 40- year warranty. Exposed portions of the foundations on the front and street sides shall be clay fired brick or stone (EFIS as follows). The sides and rear exposed foundation of each dwelling and outbuildings are to be covered with clay-fired brick, stone, EFIS, or stucco from front outside corner to front outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick, stone, or EFIS; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. In addition, the entire face of the house may be of an Exterior Insulation Finish System (EFIS), in which case the foundation and chimney shall be an EFIS finish; a combination of brick, stone, and/or EFIS is an acceptable exterior finish. Siding shall be six inch horizontal lap siding only, consisting of masonite, prefinished heavy steel, or concrete board, (or comparable) except that the sidewalls and rear walls may, at the approval of the Declarant, be a heavy, quality grade vinyl 6 inch lap siding (any vinyl material if approved, must have the prior approval of the Declarant). All exterior vertical siding, aluminum material, vinyl siding (see above) or sheeting is prohibited, except aluminum for soffits, fascia, and gutters. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral, earth tones, or white, and are subject to Architectural approval by the Declarant or its successors or assigns. In addition to the foundation, the Declarant or its successors or assigns may require a portion of the front of said building or dwelling to be faced in brick, stone, or EFIS. If EFIS is the only finish used on the front of said building or dwelling it must cover 100% of the front. No furnace flue may protrude more than four feet (4) from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet (4) of the roof ridge.

Section 10. Driveways. All driveways shall be constructed of concrete, brick, or brick paver. Asphalt driveways are not permitted.

Section 11. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from view of the other properties with a privacy fence.

Section 12. **No primary,** flat or mansard roof shall be permitted on any dwelling unless for porches and cosmetic uses but only after pre-approval from the Declarant, said request may be denied.

Section 13. **Public Sidewalks.** Public sidewalks are the responsibilities of, and shall be constructed by, the then owner of a lot prior to the time of completion of a dwelling and before occupancy thereof. In addition, sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat. The extent of sidewalk, location, construction details, materials and grades shall be in accordance with the regulation of the City of Elkhorn and any revision thereof. (Four (4) foot wide, four (4) inches thick and five (5) foot from the curb, except that the sidewalk on Ranch View Drive will be 5 feet wide). The construction cost, maintenance and repair of said sidewalks is the sole responsibility of the owners of the lots.

Section 14. **Water Drainage.** The Declarant has created a water drainage plan by grading the properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan or cause damage to the building or neighboring buildings or lots. The Declarant shall have the right to require each lot owner to alter or change the grade of any lot to insure proper drainage.

Section 15. **Easements and Licenses.** A perpetual license and easement is hereby reserved in favor of and granted to the US West Telephone Company, City or County franchised cable television firms, Natural Gas provider, MUD water, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, pipes, wires etc. and other instrumentalities for the caring and transmission of electric, heat, gas, water, and power and for all telephone and telegraph and message services and cable television under, on and through and eight (8) foot strip of land adjoining the rear boundary lines of said lots, five (5) feet on all side yards, and said license is being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed by hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid used or rights herein granted. All utilities, gas, water, sewer, telephone, cable television and electric power service lines from property line to dwelling shall be underground. The above written, if it pertains, will also apply to any utility easement not mentioned but recorded such as, but not limited to water, gas, storm sewer and sewer lines. This is in addition, and does not pertain to any permanent easement for any utility, the Declarant, the Association, or SID 467 recorded with the plat or prior to the sale of the lot.

Section 16. **Fences, Etc.** No fences may be built forward of the rear wall of the house (unless said fence would enhance the development and was used to create an estate like setting but only with the prior approval of the Declarant which request may be denied) and under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, The Declarant shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of aluminum, PVC plastic, decorative iron, brick, stone and certain wood fences and are subject to the approval of the Declarant. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in the rear one-third of each lot, and must be fenced and well maintained, or they will not be allowed. No clothesline or clothes hangers may be constructed or used unless completely within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level and must be fenced as local codes will require. Entrance, driveway and sidewalk, posts, markers, and fences maybe constructed, but only with the prior written consent of the Declarant. The Declarant reserves the right to deny such requests with or without cause or explanation. The Declarant may request

submitted plans be amended to conform to the overall conformity of the development. The Declarant, Liberty Capital, or the Association are granted the right to install a 6 feet high fence on the north property line of all lots abutting Pacific Street. Cost and type of fence shall be borne by the responsible party and if installed will be maintained and repaired by the Association. The Association will have the free right of passage at any time on said lots to maintain, repair or replace the fence.

Section 17. **Trees.** Not less than six (6) 2 - 3 inch ornamental or deciduous shade trees and not less than four (4) evergreen trees with a minimum of eight (8) feet in height, must be planted on each lot, fifty (50) percent of which must be located in the front yard, all trees, landscaping, and sod must be installed within six (6) months after completion of the residence, and thereafter maintained in good growing condition, and replaced as necessary. Each residence must have adequate landscaping in the front yard and against the dwelling, etc. Each residence must maintain a full and complete lawn of bluegrass or fine blade fescue with adequate watering to keep it green and plush.

Section 18. **Billboards and Nuisances Prohibited.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one (1) sign per lot consisting or not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant or Liberty Capital, their agents or assigns, during the construction and sale of the lots.

Section 19. **Maintenance of Equipment and Vegetation.** Any exterior air conditioning condenser unit shall be placed in the rear yard or side yard so as not to be visible from public view. None of the Property shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any lot in the subdivision, and shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means.

Section 20. **Plantings and Ground Cover.** Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any portion of the property. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles and pedestrians. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all lots sufficient to prevent erosion; each owner shall be required to seed or sod his lot, including vacant lots with grass or brome grass, and mow and maintain same to a height not to exceed twelve (12) inches. Any and all dead trees and shrubbery must be removed promptly at owner's expense. At the time of completion of the residence, the remaining lot shall consist of bluegrass or fine blade fescue and kept watered and maintained at all times.

Section 21. **Outside Antennas, Etc.** Outside radio or television antennas shall not be erected on any lot or structure with the exception that 18 inch or small television satellite dishes may be erected provided they are positioned on the residence in a way as to not be too conspicuous and as not to be obvious or readily visible from the street, subject to Architectural approval by the Declarant.

Section 22. **Animals.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the owner. Also each Lot Owner must comply with all governing laws and ordinances.

Section 23. **Renting or leasing of Residences.** will be prohibited unless special circumstances would arise that would deem it feasible to allow a temporary short term leasing of the residence. The Declarant will consider such a

request by the Owner of the Lot, the Owner may be requested to give details and copies of leases; the lessee's and lease information including signed statements as to the assurance of the limited time of the leasing. The Declarant shall have the right to deny such request for no apparent reason.

Section 24. Temporary Access is granted to the Declarant and the Developer on, over and through all Lot's until construction, maintenance, repair, grading and seeding for all improvements are complete for the entire development. Said access is granted without permission or threat of damage or liability by the Lot Owner until all the improvements for the development are complete.

Section 25. No Residential Dwelling, shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Declarant.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. The Declarant, its successors and assigns (may include the Board and/or its committee, if and as the Declarant grants said right or rights to the Board or its committee and as described herein) are hereby granted authority over all architectural, plan and building approvals or denials and covenants enforcement authority, under these Covenants.

Section 2. No improvements, including but not limited to: dwelling, building, fence, wall, landscaping, grading, pathway, driveway, satellite antenna, patio, patio cover or enclosure, deck, rock garden, tree house, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels (which are not allowed), device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, remodeled, altered, or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation, or tree removal be commenced without the prior approval of the Declarant.

Section 3. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain neutral and earth tone hues will be acceptable. In this regard, the Declarant intends that the lot within the property shall form a developed residential community with homes constructed of high quality materials consistent with these Covenants. Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the lots.

Section 4. Documents in duplicate submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvements may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- A. Site plan indicating specific improvements and indicating lot number street address, grading, location of the structures' proposed for the lot, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plan, water lines, sewer lines including septic detail on septic tanks and related tile laterals if applicable.
- B. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and exterior color or colors.

- C. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address and phone number's.

Section 5. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans, said notice may be give verbally at the description of the Declarant. If written notice of approval is not mailed or delivered within such period, the proposed Improvements shall be deemed refused by the Declarant. Construction or improvement to platted lots shall not be approved by the Declarant, or by default of the Declarant's notification, if said construction will violate any provision of these covenants.

ARTICLE VIII

SUBDIVISION AGREEMENT

The City of Elkhorn, as is normal practice has entered into an agreement with Liberty Capital for the subdividing and developing of Ranch View Estates AND Ranch View Estates 2. Each Lot and its Owner will be subject to the terms and conditions of the Subdivision Agreement and in relationship to these Covenants and the Homeowners Association. All terms and conditions as referred to herein will be binding on each Lot, its Owner, and its successors and assigns, provided, however, the Declarant, and Liberty Capital, its successors and assigns, shall have no liability to any Lot Owner, or its successors and assigns, for any act, or failure to act, under said Subdivision Agreement. .

Note: Section VI: All Lot Owners will be members of an incorporated Lot Owners Association to be established by Liberty Capital and binding on every Lot and its Owner.

Note: Section VII: Each Lot Owner is responsible to maintain proper sediment and erosion control measures.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and the current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, its respective successors and assigns, the Association, Liberty Capital, and by any owner of any of the lots, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. This Declaration may be amended at any time, after the Declarant assigns these covenants over to a Homeowners Association or an architectural Control Committee. The Amendment must be by an instrument signed and notarized by the owners of not less than 80 percent of the lots. Any amendment must be filed and recorded in Douglas County, Nebraska. This Declaration may also be amended at any time by the Declarant, Liberty Capital, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of ten (10) years from the date hereof. In no case will the Lot Owners be able to amend these covenants in relationship to any bylaws, terms and conditions of an incorporated home owners association as referred to in these Covenants, said amendments for the Association would have to be carried out according to the bylaws, terms and conditions of the Association.

Section 2. Enforcement. The Declarant, Liberty Capital, each Association, or any Owner of any lot, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Liberty Capital, each Association, or by any Owners to enforce any covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant, the Association, or Liberty Capital, any liability, obligation or requirement to enforce any of the provisions contained herein.

The Declarant, each Association and Liberty Capital, if deemed necessary, may notify in writing any Lot Owner as to any violation of these Covenants, granting the Lot Owner thirty (30) days to correct said violation, if after 30 days the violation is not corrected, the Declarant, or the Association, or Liberty Capital, shall have the right to hire an attorney to pursue said matter. If it is found that the Lot Owner is in violation, the pursuing entity may proceed to correct said violation. All cost's incurred, including attorney fees, will be charged to the Lot Owner found in violation and a lien may be filed against said Lot until all cost's, including interest, if applicable are recovered by the proper entity.

Section 3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. **Assignment of Status as Declarant.** The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint the Association, another entity, or individual's to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

The Declarant, at its full discretion, may grant at any time, in full, part or shared any of its rights, obligations or responsibilities, if any, to the Association, executed as necessary, to cause to be binding and legal.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 16 day of August, 2004.

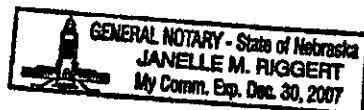
Declarant:

LIBERTY CAPITAL CORPORATION, a Nebraska corporation

By: David Broekemeier
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of August, 2004, by David Broekemeier, President of Liberty Capital Corporation, on behalf of such Corporation.



Janelle M. Riggert
Notary Public

Return to:

Michael D. Matejka
Fitzgerald, Schorr, Barmettler
& Brennan, P.C., L.L.O.
13220 California Street, Suite 400
Omaha, NE 68154-5228



MISC 2004125445



SEP 22 2004 13:45 P 3

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
9/22/2004 13:45:35.72



PERMANENT
EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 18th day of December, 2003
between LIBERTY CAPITOL CORPORATION, a Nebraska Corporation, ("Grantor"),
and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and
Political Subdivision, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other
valuable consideration, receipt of which is hereby acknowledged, does hereby grant to
Metropolitan Utilities District of Omaha, its successors and assigns, a permanent
easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any
time, pipelines for the transportation of water and all appurtenances thereto, together
with the right of ingress and egress on, over, under and through lands described as
follows:

Tracts of land in Ranch View Estates II, a subdivision, as
surveyed, platted and recorded in Douglas County, Nebraska
described as follows:

PERMANENT EASEMENT

The easterly five feet (5.00') of Lot 62 and the southerly five
feet (5.00') of Lot 63 adjacent to and abutting 214th Circle.

This permanent easement contains 0.016 of an acre, more or
less, and is shown on the drawing attached hereto and made
a part hereof by this reference.

-AND-

The westerly five feet (5.00') of Lot 74.

This permanent easement contains 0.009 of an acre, more
or less, and is shown on the drawing attached hereto and
made a part hereof by this reference.

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

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

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

Return to: Susan Prayan
M.U.D.
1723 Harvey Street
Omaha, NE 68102

mixe 16.50
FEE 16.50 FB 00-32074
BKP C/O COMP
DEL SCAN FV

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

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

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

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

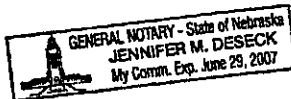
LIBERTY CAPITOL CORPORATION,
a Nebraska corporation, Grantor


By: 
David Broekemeier, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 12/18/03, 2003,
by David Broekemeier, President of Liberty Capitol Corporation, a Nebraska
corporation, on behalf of the corporation.




Notary Public

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR WCC 9658

LAND OWNER
David Broekemeier
Liberty Capital Corporation
4025 S 224th Terrace
Elkhorn, Nebraska 68022

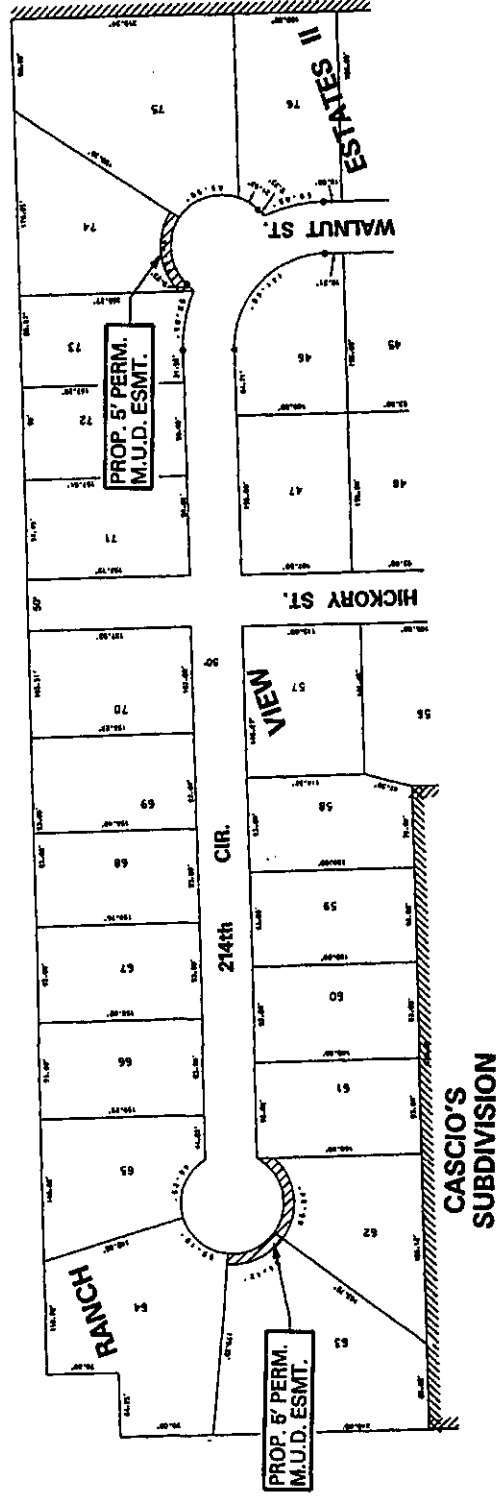
TOTAL ACRE 0.026 ±
PERMANENT
TOTAL ACRE 0.000 ±
TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY TAA
DATE 5-18-03
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

NO SCALE
RANCH VIEW ESTATES II
RANCH VIEW DR & HICKORY ST.





MISC 2004147269



NOV 10 2004 14:22 P 3

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
11/10/2004 14:22:19.66



2004147269

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions ("First Amendment") is made this 9th day of November, 2004, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant."

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004 and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

WHEREAS, pursuant to Article IX, Section 1, the Declaration can be amended by the Declarant for a period of ten (10) years from the date of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VI, Section 6, is hereby amended and restated as follows:

"(1) On Site Construction. No dwelling constructed in another location shall be moved to the Property without the written consent of the Declarant."

2. The legal description of the property subject to this First Amendment is described on Exhibit "A" attached hereto

misc ^a
3
41

FEE	35.50	FB	OC-32074
BKP		C/O	COMP
DEL		SCAN	FV

Executed this 9th day of November, 2004.

DECLARANT:

LIBERTY CAPITAL CORPORATION, a
Nebraska corporation

By: 

Its: David Broekemeier, President

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of November, 2004, by David Broekemeier, President of Liberty Capital Corporation, Declarant.




Notary Public

Return to:

Michael D. Matejka
Fitzgerald, Schorr, Barmettler
& Brennan, P.C., L.L.O.
13220 California Street, Suite 400
Omaha, NE 68154-5228

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 41 through 81, inclusive, in Ranch View Estates 2, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.



MISC 2005006280



JAN 18 2005 13:10 P 5

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/18/2005 13:10:09.51

2005006280

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions ("Second Amendment") is made this 6th day of January, 2004, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant." 2005

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004, and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

WHEREAS, pursuant to Article IX, Section 1, the Declaration can be amended by the Declarant for a period of ten (10) years from the date of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article III, Section 1, is hereby amended and restated as follows:

"ARTICLE III

COMMON ASSOCIATION

Section 1. Membership and Voting Rights.

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Common Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Common Association shall have two (2) classes of voting membership:

45.50
⑦ c
170921

misc
FEE 45.50 FB DC-32074
5/ BKP _____ C/O _____ COMP g
41 DEL _____ SCAN _____ FV _____

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 six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B lot owners' (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature by the Common Association until January 1, 2009."

2. Article III, Section 2, subsection (3), is hereby amended and restated as follows:

"(3) Maximum Annual Assessments. The annual assessments shall be determined each year by the Board of Directors of the Common Association; provided, however, that the annual assessment on a Lot may not exceed the greater of (a) One Hundred Fifty and No/100 Dollars (\$150.00) or one hundred five percent (105%) of the annual assessment for the previous year without the approval of the members of the Common Association holding a majority of votes entitled to be cast at a regular or special meeting of the Common Association."

3. Article III, Section 2, subsection (4), is hereby amended and restated as follows:

"(4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Common Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall be approved by the members of the Common Association holding the majority of votes at a meeting duly called for this purpose."

4. Article III, Section 2, subsection (5), is hereby amended and restated as follows:

"(5) Notice and Quorum for Any Action Authorized Under Subsections 3 and 4. Written notice of any meeting called for any purpose of taking any action authorized under subsections 3 or 4 above shall be

sent to all members of the Common Association not less than 30 days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

5. Article IV, Section 1, is hereby amended and restated as follows:

"ARTICLE IV

SPECIAL ASSOCIATION

Section 1. Membership and Voting Rights.

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Special Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Special Association shall have two (2) 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 six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Except as otherwise provided herein, Class B lot owners' (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature by the Special Association until January 1, 2009."

6. Article IV, Section 2, Subsection 3, is hereby amended and restated as follows:

"(3) Monthly and Annual Assessments. The Board of Directors of the Special Association shall levy such monthly, quarterly, and annual assessments as they deem necessary to fulfill the obligations of the Special Association (i) under the Subdivision Agreement with the City of Elkhorn for the lots within the Plat, (ii) under the agreements of the Special Association with Omaha Public Power District and all other providers of utilities or services to the Common Area of the Special Association, (iii) to adequately maintain and repair the Common Area of the Special Association, and (iv) all such costs related or incidental to the foregoing including, but not limited to costs of insurance, professional fees, and administrative fees incurred by the Special Association in fulfilling its obligations and purposes. Notwithstanding anything contrary provisions of this Declaration, each Lot owned by the Declarant (Class B Lots) shall pay a monthly, quarterly, and annual assessment to the Special Association equal to ten percent (10%) of the amount of such assessment levied by the Special Association on each Lot owned by a Class A Member."

7. The legal description of the property subject to this Second Amendment is described on Exhibit "A" attached hereto

Executed this 6 day of January, 2004.

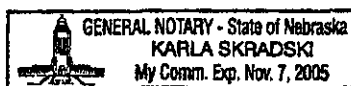
DECLARANT:


LIBERTY CAPITAL CORPORATION, a
Nebraska corporation

By: 
Its: David Broekemeier, President

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of January, 2004, by David Broekemeier, President of Liberty Capital Corporation, Declarant.




Notary Public

Return to:

Michael D. Matejka
Fitzgerald, Schorr, Barmettler
& Brennan, P.C., L.L.O.
13220 California Street, Suite 400
Omaha, NE 68154-5228

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 41 through 81, inclusive, in Ranch View Estates 2, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.



MISC 2005122930



SEP 30 2005 12:53 P 2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/30/2005 12:53:39.58



2005122930

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

9
FEE 20⁰⁰ FB OC-32074
BKP 2 C/O COMP
41 DEL 41 SCAN 41 FV 41

①

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Lots 41-81, Ranch View Estates II

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions ("Third Amendment") is made this 27th day of September, 2005, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant".

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004, and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

WHEREAS, Declarant pursuant to Article IX section 1 of the Declaration, may amend the Declaration, and as follows:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. FUTURE DEVELOPMENT. The Declarant, Liberty and or its sister companies are planning to plat the land immediately to the South of Ranch View Estates 2 (lots 1-81), abutting the Skyline Woods Golf Course into a possible Private Gated multi-family Cluster type Community development, which may also have 4 to 8 plex (big house look) and/or duplexes. Also preliminary platted lots 82 and higher in Ranch View Estates 2 may be zoned and plated as described above into "R" zoning, in Elkhorn's jurisdiction. The owners of Lots in Ranch View Estates 2 consent to the replatting and rezoning of said land as described above and will not object thereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment this 27th day of September, 2005.

Declarant:


Liberty Capital Corporation

By: David Broekemeier

Its. President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of SEPTEMBER, 2005, by David Broekemeier, President of Liberty Capital Corporation.




Notary Public

2891-

3050
7C

MISC

2007007907

JAN 22 2007 09:52 P 1

FOR RECORDING DATA]

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/22/2007 09:52:26.34
2007007907

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
Lots 41-81, Ranch View Estates II

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions ("Fourth Amendment") is made this 15th day of January, 2007, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant".

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004, and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

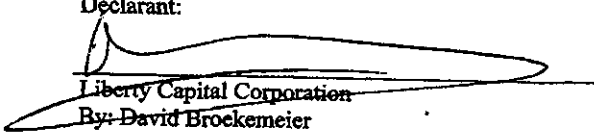
WHEREAS, Declarant pursuant to Article IX section 1 of the Declaration, may amend the Declaration, and as follows:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. FUTURE DEVELOPMENT. The Declarant, Liberty and or its sister companies are planning to plat and rezone the land immediately to the South of Ranch View Estates 2 (lots 1-81), including adjoining parts of the former Skyline Woods Golf Course into a possible private gated, multi-family, cluster type, all inclusive, community development, including, but not limited to condo's, villa's and town homes. This future high density development may include a cluster of different size and type of buildings that may include single unit structures, to structures consisting of units ranging from two to twelve unit buildings and higher. Buildings may range from 3 to even 6 stories in some cases. In the current zoning jurisdiction of Elkhorn, this would require their R-3 zoning with a possible PUD overlay to obtain the taller buildings. Also preliminary platted lots 82 and higher in Ranch View Estates 2 will be included in this development, rezoning, and replatting as described herein. The owners of Lots in Ranch View Estates 2 (1-81) consent to the replatting and rezoning of said land as described herein above and will not object thereto. This forth amendment shall also be used to serve as notice of said replatting and rezoning as described herein to all parties concerned, including but not limited to current property owners and future potential buyers in Ranch View Estates 2.

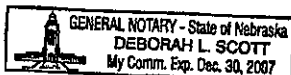
IN WITNESS WHEREOF, the undersigned Declarant has executed this Fourth Amendment this 15th day of January, 2007

Declarant:


Liberty Capital Corporation
By: David Broekemeier
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of JANUARY, 2007, by David Broekemeier, President of Liberty Capital Corporation.




Notary Public

7 - C
25.50

2404 -

DEF 2550 FB OC - 32074
BKP _____ C/O _____ COMP MB
41 DEL _____ SCAN _____ FV _____



MISC 2007007908



JAN 22 2007 09:52 P 3

mix
 35 50 OC-32074
 FEE 35 FB
 BKP C/O COMP *HALB*
 DEL SCAN FV

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/22/2007 09:52:27 22



2007007908

—[SPACE ABOVE THIS LINE FOR RECORDING DATA]—

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS**

Lots 41-81, Ranch View Estates II

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions ("Fifth Amendment") is made this 15th day of January, 2007, by Liberty Capital Corporation, a Nebraska corporation, hereinafter referred to as "Declarant".

WHEREAS, the Declarant has entered into the Declaration of Covenants, Conditions, and Restrictions dated August 6, 2004, and recorded on August 12, 2004, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska at Instrument No. 2004107117 ("Declaration"); and

WHEREAS, Declarant pursuant to Article IX section 1 of the Declaration, may amend the Declaration, and as follows:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment of Article VI, Section 1, is hereby amended and restated as follows:

Where it states in Article VI, Section 1, that "The Property shall be used for single-family, residential purposes, except for all the lots that abut Ranch View Drive may be used for multi-family residential purposes (R zoning) if and when such zoning should occur, except for such Parcels or parts thereof" and the sentence goes on as stated in the original covenants. The amended change in Section 1, is the addition of "except for all the lots that abut Ranch View Drive may be used for multi-family residential purposes (R zoning) if and when such zoning should occur,".

2. Amendment of Article VI, Section 2, is hereby amended to add this sentence to the end of Section 2 as follows:

Declarant and Liberty may now or at a future time decide to amend and change any policy as they may deem necessary to allow for lot splits, subdividing, and replating of any of the lots in Ranch

7-C
 35.50

2904

View Estates 2. Declarant and Liberty may also approve the rezoning of any of the lots that abut Ranch View Drive either now or in the future to a higher density R zoning. Any changes and/or alterations may require new or amended covenants on the effected lots and property. Declarant and Liberty shall have the right to do so as they may deem necessary on said lots.

3. Amendment of Article VI, Section 8, is hereby amended and restated as follows:

The last sentence of Section 8, shall state that "This subdivision is currently zoned in accordance with the City of Elkhorn's SF-3 zoning district and all ordinances will apply unless said zoning is changed. If changed, any new zoning district ordinances would apply to the rezoned area."

4. Amendment of Article VI, Section 9, is hereby amended and restated as follows:

The last part of the first sentence of Section 9, shall be amended "with a minimum fifty year warranty." Thus, replacing the existing forty year language.

After the first sentence of Section 9, this sentence shall be inserted. "The Declarant may grant permission for a less pitched roof on any residence or structure that the Declarant me decide is acceptable for doing so."

5. Amendment of Article VI, Section , is hereby amended as follows:

The following sentence shall be added to Section 23.

Any lot zoned as an "R" district (multi-family) may have short and long term leases.

6. Amendment of Article VI, is hereby amended as follows:

Article VI, shall have Section 26 added as an additional section.

26. Declarant's right to adapt and adjust, is granted as necessary. The Declarant shall have the right to alter or waive any of the covenants with out amending them. If in any event the current covenants, for some unforeseen reason are not obtainable, Declarant shall have the right to decide the out come. Example, where an easement area may not allow for trees and evergreens to be planted, the requirement of the covenants to plant said trees in that area may have to be waived or adjusted at the Declarant's discretion.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Fifth Amendment this 15th day of January, 2007 .

Declarant:

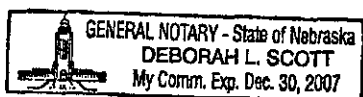

Liberty Capital Corporation

By: David Broekemeier

Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of JANUARY, 2007, by David Broekemeier, President of Liberty Capital Corporation.



Deborah L. Scott
Notary Public



DEED 2007012624



FEB 01 2007 14:45 P 2

Nebr Doc
Stamp Tax
2/1/07
Date
\$ Ex 4
By JB

42 deed
FEE 16.00 FB OC-32074
BKP C/O COMP
DEL SCAN FV
cash

[Space Above This Line For Recording Data]

PARTNERSHIP QUITCLAIM DEED

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/1/2007 14:45:22.43
2007012624

MEAK FARM PARTNERSHIP, a Nebraska general partnership, GRANTOR, in consideration of ONE DOLLAR received from GRANTEE, LIBERTY CAPITAL CORPORATION, a Nebraska corporation, quitclaims to GRANTEE the real estate (as defined in Neb. Rev. Stat. 76-201) described in Exhibit A attached hereto and by this reference incorporated herein.

Portions of Lots 64 through 75, inclusive, of Ranch View Estates 2, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, overlap and encroach upon the real estate of GRANTOR described in Exhibit A attached hereto and by this reference incorporated herein. The purpose of this deed is to eliminate such overlap and encroachment by GRANTOR'S quitclaiming to GRANTEE the real estate described in Exhibit A attached hereto and by this reference incorporated herein.

Executed this 1st day of February, 2007.

MEAK FARM PARTNERSHIP, Nebraska
general partnership

By: Howard J. Kaslow
Howard J. Kaslow, Managing Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 1, 2007, by Howard J. Kaslow, Managing Partner of Meak Farm Partnership, a Nebraska general partnership, on behalf of the partnership.

Tina S. Alban
Notary Public

My commission Expires:

6.9.07



HJK/341502

When recorded, please return to:
Howard J. Kaslow
8712 West Dodge Road, Suite 800
Omaha, Nebraska 68114

392-1250

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southeast Quarter of the Northwest Quarter of Section 25, monumented with a 5/8" rebar with a yellow plastic cap stamped LS-561;

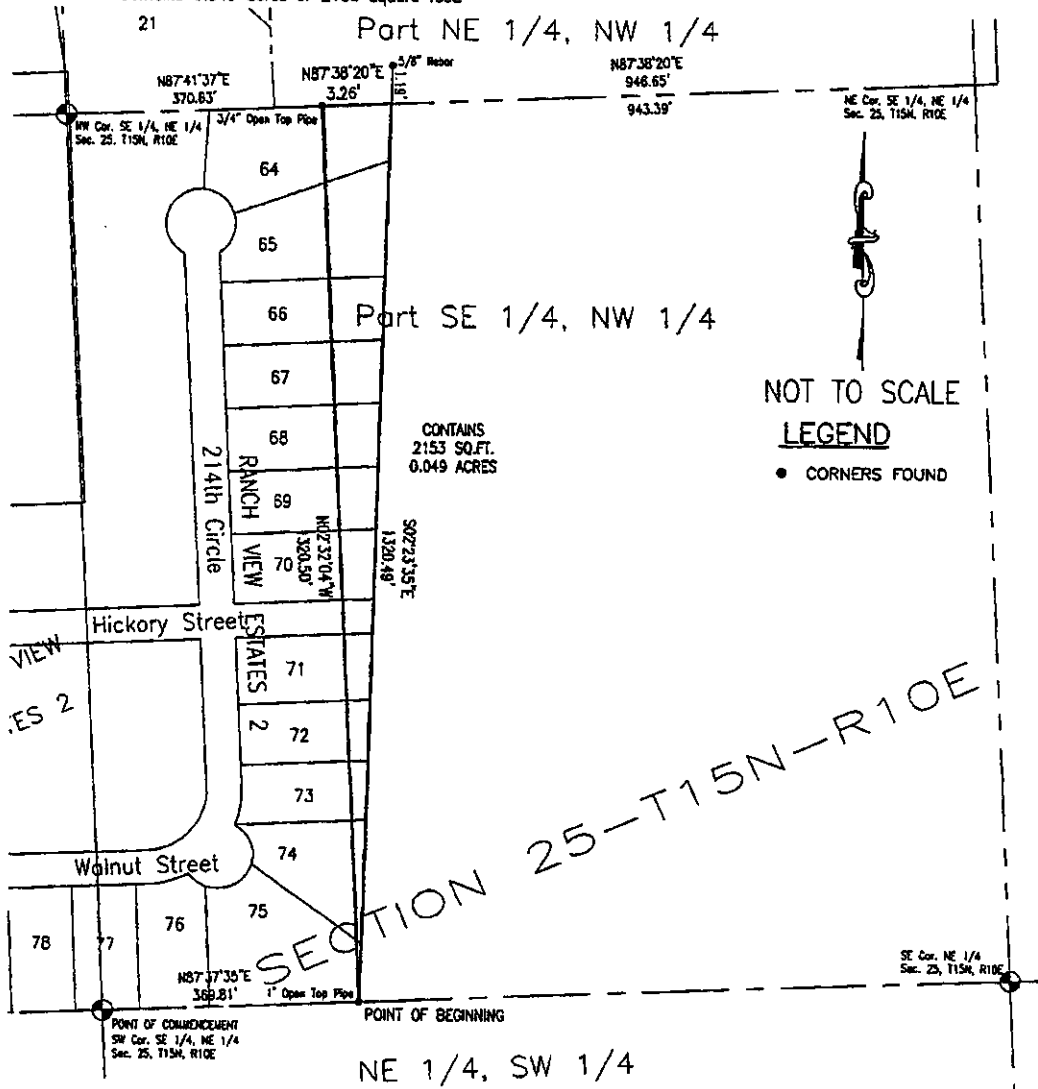
Thence North 87°37'35" East (bearings referenced to Nebraska State Plane Coordinate System, NAD83, 95 adjustment) for 369.81 feet along the south line of the said Northwest Quarter of Section 25 to a 1" open toppipe at the southeast corner Lot 75, Ranch View Estates 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and the TRUE POINT OF BEGINNING;

Thence North 02°32'04" West for 1320.50 feet to a 3/4" open toppipe on the north line of the said Southeast Quarter of the Northwest Quarter of Section 25;

Thence North 87°38'20" East for 3.26 feet along the said north line of the Southeast Quarter of the Northwest Quarter of Section 25 to the northeast corner of Lot 64, Ranch View Estates 2;

Thence South 02°23'35" East for 1320.49 feet along the east lines of Lots 64 through 75, inclusive, Ranch View Estates 2, to the POINT OF BEGINNING.

Contains 0.049 acres or 2153 square feet.



05125\dmg\05125 EXHIBIT.dwg

Book 05125

Page 2

Date Nov. 23, 2005

Drawn By JHVD

Job Number 05125.01 / 422



Lamp, Ryneason & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498

(Fax) 402.496.2730



MISC 2004107115



AUG 12 2004 09:28 P 1

a misc

FEE 2550	FB 00-32074
BKP	C/O COMP
DEL	SCAN FV

CONSENT AND RATIFICATION
OF
RANCH VIEW ESTATES 2

Received - RICHARD TAKECHI
Registrar of Deeds, Douglas County, NE
8/12/2004 09:28:29.90

2004107115

Lots 41 through 81,
A Subdivision,
in Douglas County, Nebraska

David A. Broekemeier and Robin L. Broekemeier, husband and wife, the undersigned, do hereby submit this Consent and Ratification in order to correctly reflect all of the names of the owners of parcels of land contained in the final plat from Liberty Capital Corporation, as shown in the dedication of the final plat to also include David A. Broekemeier and Robin L. Broekemeier, husband and wife, and the signing of this Consent and Ratification is their own voluntary act and deed.

The undersigned do further ratify, confirm and in all respects acknowledge and approve all aspects and legalities of such plat and its dedication as recorded on July 29, 2004, Instrument #2004100471 of the Deed Records of Douglas County, Nebraska.

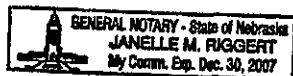
Dated: August 6, 2004

David A. Broekemeier

Robin L. Broekemeier

State of Nebraska)
County of Douglas) ss.:

The foregoing instrument was acknowledged before me on this 6 day of Aug., 2004, by David A. Broekemeier and Robin L. Broekemeier, husband and wife.



Notary Public

① 2550
00004663

✓ 33629



BK 2198 PG 033-043



DEED 2001 16655

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

2001 DEC 12 AM 10:19

RECEIVED

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

11/42 Deed
FEE 76.00 FB 01-60000 old
BKP 25-15-10 C/O _____ COMP _____
DEL _____ SCAN CR FV _____

Temp. 12.4.01

✓
2037

RANC

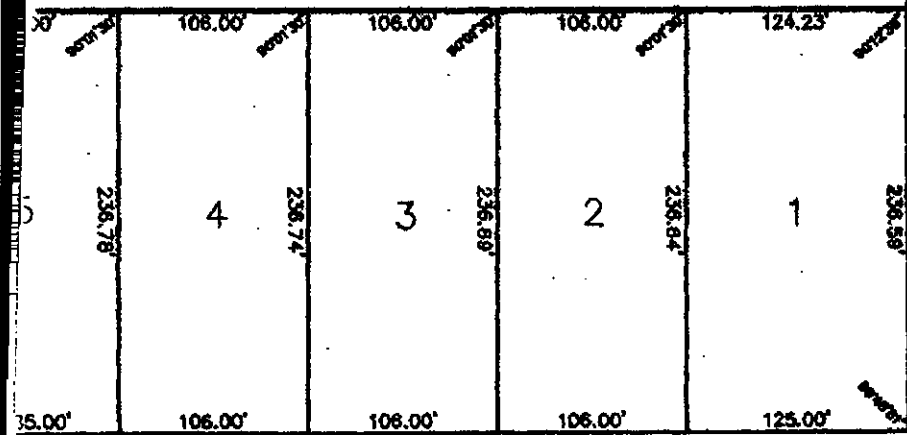
300

N 02°12'46" W

N 87°47'14" E
10.50'

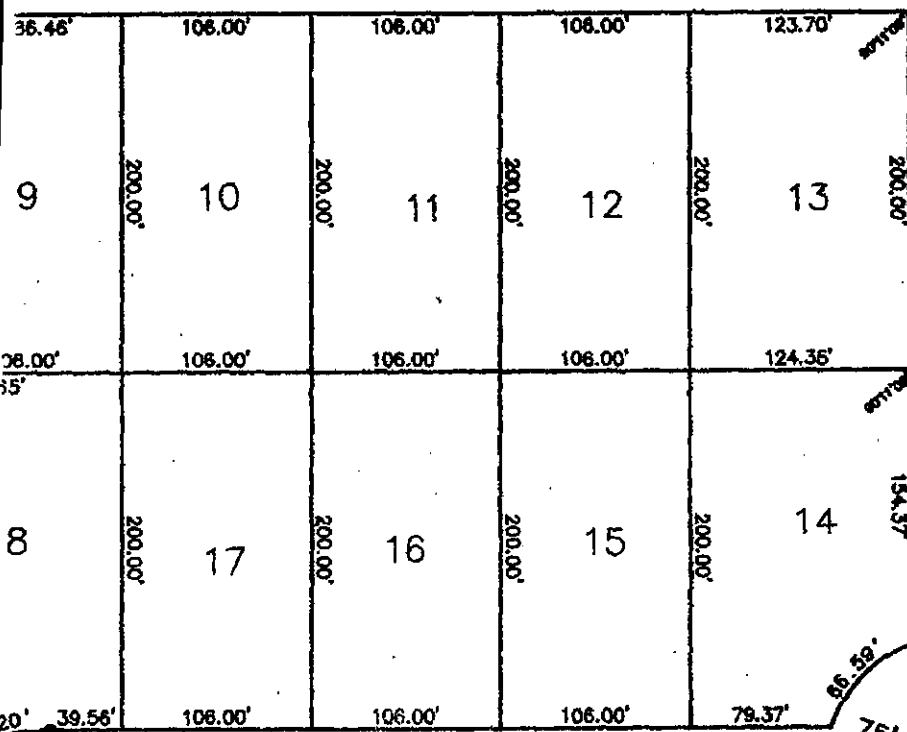
PERMANENT 10.5' X 24.0'
INGRESS-EGRESS EASEMENT

894.51' N 87°59'53" E



CASCIO'S
SUBDIVISION

LOT 1



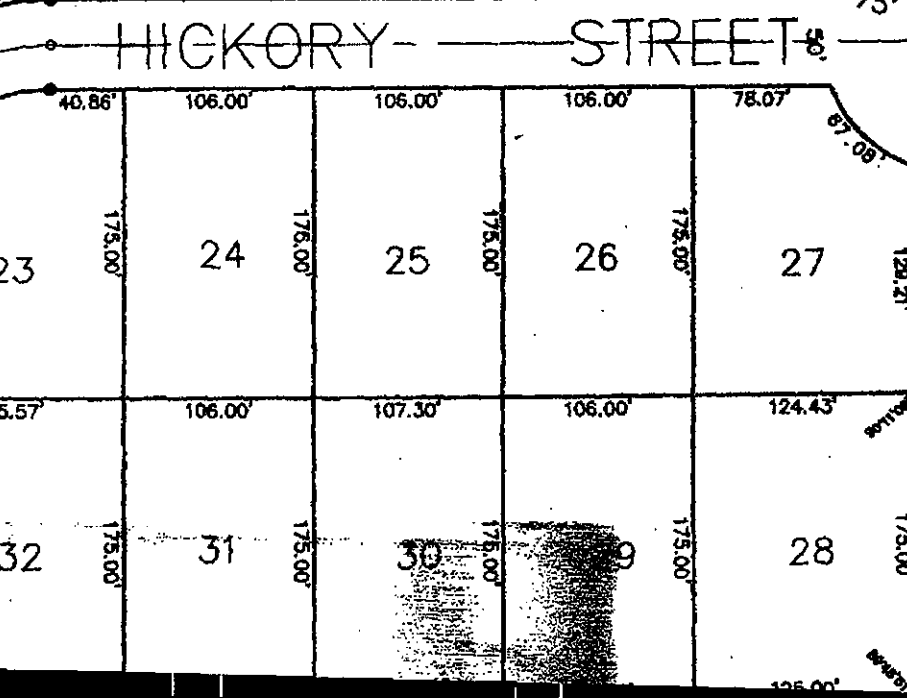
DELTA 42°27'50"
R 75.00'
ARC 55.58'
CD S 42°43'48" E
LC 54.32'
TAN 29.14'

N 87°58'23" E
4.84'

S 02°01'37" E
50.00'

S 87°58'23" W
4.84'

DELTA 50°52'18"
R 75.00'
ARC 66.59'
CD S 42°52'48" W
LC 64.42'
TAN 35.67'



RANCH VIEW ESTATES

AT 10.5' X 24.0'
EGRESS EASEMENT

CASCIO'S
SUBDIVISION

LOT 1

DELTA 42°27'50"
R 75.00'
ARC 55.58'
CD S 42°43'48" E
LC 54.32'
TAN 29.14'

N 87°58'23" E
4.84'

S 02°01'37" E
50.00'

S 87°58'23" W
4.84'

DELTA 50°52'18"
R 75.00'
ARC 66.59'
CD S 42°52'48" W
LC 64.42'
TAN 35.67'

FINAL PLAT
RANCH VIEW ESTATES
LOTS 1 THROUGH 40, INCLUSIVE AND OUTLOT A
BEING A PLATTING OF A PART OF THE NORTHWEST
SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 NORTH
OF THE 6TH P.M., CITY OF ELKHORN, DOUGLAS COUNTY, NEBRASKA

LEGAL DESCRIPTION:

A parcel of land situate in the Northwest Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the West Quarter Corner of said Section 25; thence northerly line of said Northwest Quarter, N 02°12'46" W, 1321.97 feet to a point on the northerly line of the Southwest Quarter of said Northwest Quarter; thence along said northerly line, N 87°59'53" E, 894.51 feet to a point on the easterly line of Ranch View Drive; thence along said easterly line, N 02°12'46" W, 61.58 feet to a point on the southerly line of Ranch View Estates, a subdivision in said Douglas County, thence along said southerly line, N 87°47'14" E, 10.50 feet to a point on the westerly line of Lot 1 of Cascio's Subdivision in said Douglas County; thence along the boundary of said subdivision, S 02°12'46" E, 707.00 feet to a point on a non-tangent curve concave southwesterly, to which point a radial line bears N 26°02'17" E, thence southeasterly, along said curve, through a central angle of 42°27'55" E, 55.58 feet; thence N 87°58'23" E, 4.84 feet; thence S 02°01'37" E, 50.00 feet; thence S 87°58'23" W, 4.84 feet to the beginning of a non-tangent curve concave northwesterly, to which point a radial line bears, S 72°33'17" E, 75.00 feet; thence southwesterly, along said curve, through a central angle of 42°27'55" E, 66.59 feet; thence S 02°12'46" E, 539.37 feet to a point on the southerly line of said Northwest Quarter; thence along said southerly line, S 87°58'23" W, 8.00 feet to the Point of Beginning.

Said parcel of land contains an area of 27.434 acres, more or less.

DEDICATION:

Know all men by these presents that David A. Broekemeier, as President of Capital Corporation, being the owners of the land described within the Survey and embraced within this plat, have caused said land to be subdivided into lots numbered as shown, said subdivision to be hereafter known as RANCH VIEW ESTATES, Lots 1 through 40 and Outlot A, inclusive, and we do hereby ratify and approve of our property as shown on this plat, and hereby dedicate the streets and easements on this plat and we do further grant a perpetual easement to the Omaha U.S. West Communications, Inc. and any company which has been granted authority to provide a cable television system in the area to be subdivided, their successors, assigns, to erect, operate, maintain, repair and renew poles, wires, cross-arms and anchors, cables, conduits and other related facilities, and to extend the same, and to lay, install, maintain, repair and renew wires and cables for the carrying and transmission of electric current for power for the transmission of signals and sounds of all kinds and for the reception thereof, including signals provided by a cable television system and for the reception, on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen (16') foot wide easement will be reduced to an eight (8') foot wide strip when adjacent land is surveyed, platted and recorded if said sixteen (16') foot wide easement is not occupied by utility facilities and if requested by the owner. 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, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights herein granted.

By: David A. Broekemeier

T
STATES 2
E AND OUTLOT A
NORTHWEST QUARTER OF
TH, RANGE 10 EAST
UGLAS COUNTY, NEBRASKA.

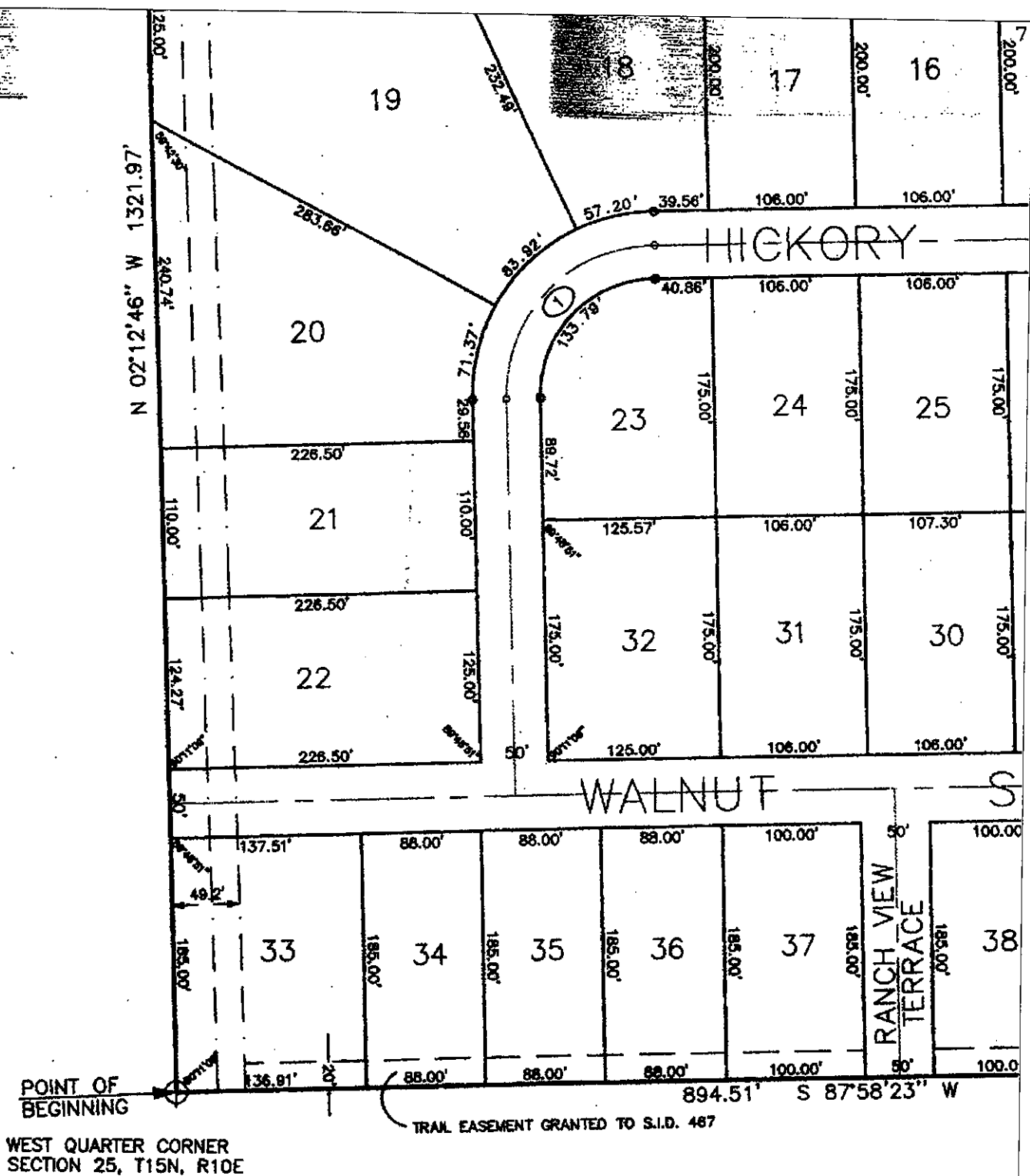
ter of Section 25, Township
ounty, Nebraska, described as

Section 25; thence along the
W, 1321.97 feet to a
of said Northwest Quarter;
51 feet to a point on
along said easterly line,
therly line of Ranch View
hence along said southerly
sterly line of Lot 1,
along the boundary of said
in a non-tangent curve
ars N 26°02'17" E, 75.00 feet;
tral angle of 42°27'50";
S 02°01'37" E, 50.00 feet;
of a non-tangent curve,
e bears, S 72°33'21" E,
ough a central angle of 50°52'18",
point on the southerly line of
y, S 87°58'23" W, 894.51

acres, more or less.

roekermeier, as President of Liberty
cribed within the Surveyor's Certificate
to be subdivided into the lots,
known as RANCH VIEW ESTATES 2,
hereby ratify and approve the disposition
dicate the streets and easements as shown
ment to the Omaha Public Power District,
h has been granted a franchise
a subdivided, their successors and
enew poles, wires, crossarms, downguys,
as, and to extend thereon
electric current for light, heat and
all kinds and the reception
levision system and their
(5') foot wide strip of
an eight (8') foot wide
interior lots; and a
ar boundary lines of all
as those lots forming
. Said sixteen (16') foot
oot wide strip when the
if said sixteen (16') foot
quested by the owner.
oose rock walls shall be
used for gardens, shrubs,
or later interfere with the

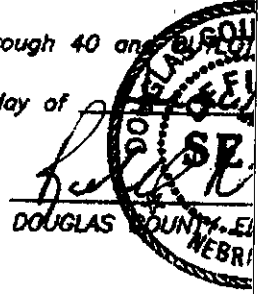
RANCH VIEW ESTATES 2
LOTS 1 THROUGH 40, INCLUSIVE AND OUTLOT A



1 DELTA 90°11'09"
 R 110.00'
 ARC 173.14'
 CD N 42°52'48" E
 LC 155.82'
 TAN 110.36'

REVIEWED BY THE DOUGLAS COUNTY ENGINEER

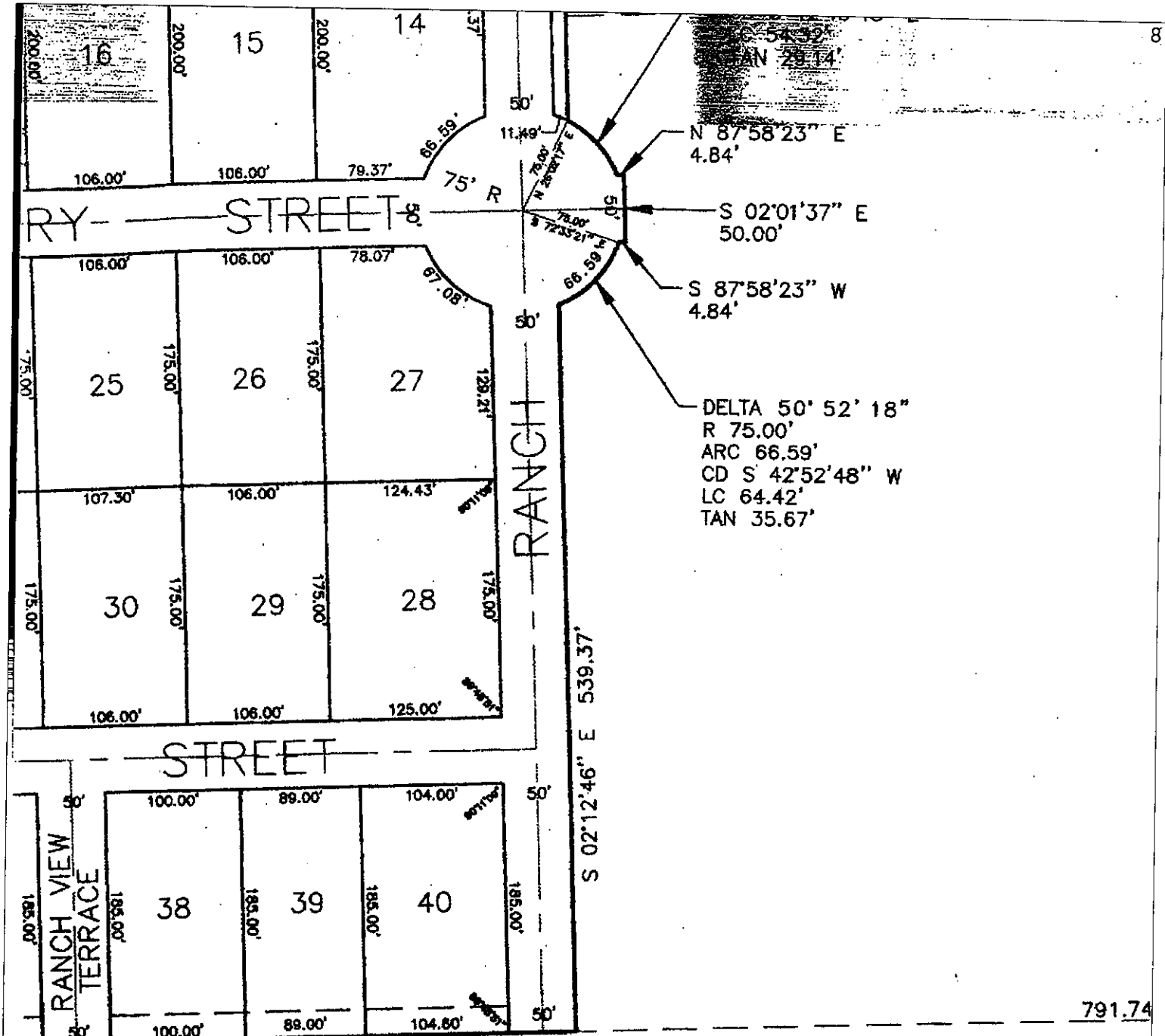
This plat of RANCH VIEW ESTATES 2, Lots 1 through 40 and 41 through 44, was filed for record in the public records of Douglas County, Nebraska, on this 24th day of April, 2001.



DOUGLAS COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes, delinquent, against the property described in the Surveyor's Certificate embraced in this plat, as shown by the records of this office, this 1st day of May, 2001.

[Signature]
 DOUGLAS COUNTY



AS COUNTY ENGINEER:

SURVEYOR'S

ough 40' and 60' reviewed by the
 ay of 2001.
 DOUGLAS COUNTY ENGINEER
 NEBRASKA

I HEREBY CERTIFY THAT I have m
 described and that permanent man
 boundary and at all corners and a
 to be known as RANCH VIEW ESTAT
 all in the Northwest Quarter of Sec
 of the 6th P.M., City of Elkhorn, D

Louis R. Whisonant
 LOUIS R. WHISONANT L.S. #421

ER'S CERTIFICATE:

NOTE:
 ALL ANGLES ARE 90° UNLESS SHOWN
 ALL LINES ON CURVES ARE RADIAL EXC
 ALL CORNERS WILL BE MARKED WITH 1,

or or special taxes, due or
 veyor's Certificate and
 this office, this 12th day

DOUGLAS COUNTY TREASURER
 COUNTY TREASURER
 OFFICIAL
 SEAL
 DOUGLAS COUNTY NEBRASKA

791.74'

SURVEYOR'S CERTIFICATE:

BY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all corners of the subdivision and at all corners and all angle points on all lots in the subdivision to be known as RANCH VIEW ESTATES 2, Lots 1 through 40 and Outlot A, the Northwest Quarter of Section 25, Township 15 North, Range 10 East 5th P.M., City of Elkhorn, Douglas County, Nebraska.

Louis Whisonant
WHISONANT L.S. #421

AUGUST 9, 2001
DATED:

ANGLES ARE 90° UNLESS SHOWN
CURVES ON CURVES ARE RADIAL EXCEPT THOSE MARKED NR
CURVES WILL BE MARKED WITH 1/2" OPEN TOP PIPES



This

City

MAYOR

ATTES

This

acce

CHAIR

numbered as shown, said subdivision to be hereafter known as RANCH VIEW ESTATES 2, 10
Lots 1 through 40 and Outlot A, inclusive, and we do hereby ratify and approve the disposition
of our property as shown on this plat, and hereby dedicate the streets and easements as sho
on this plat and we do further grant a perpetual easement to the Omaha Public Power Distric
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, downguys,
and anchors, cables, conduits and other related facilities, and to extend thereon
wires and 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 system 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, an eight (8') foot wide
strip of land adjoining the rear boundary lines of all interior lots; and a
sixteen (16') foot wide strip of land adjoining the rear boundary lines of all
exterior lots. The term exterior lots is herein defined as those lots forming
the outer perimeter of the above described subdivision. Said sixteen (16') foot
wide easement will be reduced to an eight (8') foot wide strip when the
adjacent land is surveyed, platted and recorded if said sixteen (16') foot
easement is not occupied by utility facilities and if requested by the owner.
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 and other purposes that do not then or later interfere with the
aforesaid uses or rights herein granted.

By: David A. Broekemeier
President of Liberty Capital Corporation

ACKNOWLEDGEMENT OF NOTARY:

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) SS

On this 25 day of Sept, 2001, before me a Notary

Public in and for said County personally came the above named
David A. Broekemeier, he is personally known to me to be the identical person whose
name is affixed to the dedication on this plat and he acknowledged the execution
thereof to be his voluntary act and deed.

Witness my hand and official seal the last date aforesaid.



Notary Public Roxanne J. Nielsen

My commission expires on the 10th day of April, 2004.

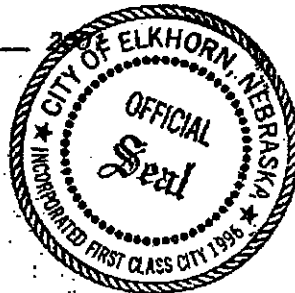
ELKHORN CITY COUNCIL ACCEPTANCE:

This plat of RANCH VIEW ESTATES 2, LOTS 1 THROUGH 40 and OUTLOT A, was approved by the

City Council of Elkhorn on this 13 day of Feb.

Phillip E. Klein
MAYOR

ATTEST Cheryl K. Eckman
CITY CLERK



APPROVAL OF CITY OF ELKHORN PLANNING COMMISSION:

This plat of RANCH VIEW ESTATES 2, LOTS 1 THROUGH 40 and OUTLOT A, was approved and
accepted by the City Planning Commission on this 22 day of JAN, 2001.

Robert A. Naumann
CHAIRPERSON OF CITY PLANNING COMMISSION

L
12
Om

known as RANCH VIEW ESTATES 2,
hereby ratify and approve the disposition
dedicate the streets and easements as shown
sement to the Omaha Public Power District,
ch has been granted a franchise
be subdivided, their successors and
renew poles, wires, crossarms, downguys,
ties, and to extend thereon
of electric current for light, heat and
f all kinds and the reception
television system and their
e (5') foot wide strip of
s, an eight (8') foot wide
interior lots; and a
ear boundary lines of all
d as those lots forming
n. Said sixteen (16') foot
foot wide strip when the
d if said sixteen (16') foot
equested by the owner.
- loose rock walls shall be
a used for gardens, shrubs,
n or later interfere with the

R
LOTS

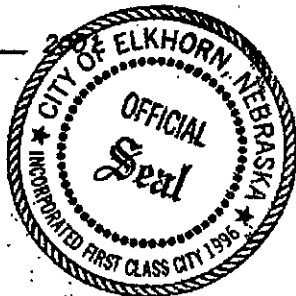
FINAL PLAT

2001, before me a Notary
ed
identical person whose
edged the execution



ANCE:

UTLOT A, was approved by the



ING COMMISSION:

UTLOT A, was approved and

of JAN. 2001.

Louis Surveying
12100 West Center Road, Suite 522A
Omaha, NE 68144 (402-334-7982)





BK 1414 PG 194-205



MISC 2001 21086

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 DEC 19 AM 11:56

RECEIVED

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Misc. 8
12. FEE 80.⁰⁰ FB OC-32074
40 BKP _____ C/O _____ COMP OK
DEL _____ SCAN CR FV _____

Temp. 12.4.01

(RETURN) Liberty Building Corp
4025 S. 234 Terrace
Elkhorn, NE 68022

v1305.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Liberty Capital Corporation hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows: Lots 1 through 40, inclusive, in Ranch View Estates 2, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, (the "property") does hereby create, adapt, declare and establish the following restrictions upon all the described properties;

WHEREAS, All the above-described property has been zoned SF-2 and, therefore, is available for single family homes.

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

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

Declarant has heretofore caused the organization of Ranch View Estates Property Owners Association, Inc., which is a non-profit corporation organized under the laws of the State of Nebraska, formed for the purpose of providing for the construction, repair, maintenance, preservation and architectural control, as granted by the Declarant and described herein, of the dwelling amenities and common area within the above described property. Said property area may be expanded in the future as described herein. (Including Ranch View Estates and Ranch View Estates 2.)

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ranch View Estates Property Owners Association, Inc., its successors and assigns. (Including Ranch View Estates and Ranch View Estates 2.)

Section 2. "Board" shall mean and refer to the Board of Directors elected by a majority vote of the members of the Association, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned, granted to by easement or maintained by agreement by the Association for the common use and enjoyment of the Owners. The Common Area may be owned, granted or maintained, either now or in the future, as determine by the Board or as described herein.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties

with the exception of the Common Area or an outlot.

Section 7. "Declarant" shall mean and refer to Liberty Capital Corporation., its successors, assigns and legal representatives.

Section 8. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

Section 9. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area or outlot upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, according to the plans and specification for the construction of said dwelling. All other lots, exclusive of the Common Area or outlot, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The right of the Association, if said right exists, to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all the votes for each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

HOMEOWNERS ASSOCIATION

Section 1. Membership and Voting Rights.

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Association shall have two (2) 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 six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B lot owners (Declarant) Lots shall not be subject to, or carry any accrual of, any assessments, charges, dues or fees of any nature until January 1st, 2004.

Section 2. Covenants for Maintenance and Assessments.

(1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charge; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(2) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and recreational facilities.

(3) Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall initially be determined by the Declarant.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by not more than the greater of either: (i) five percent (5%); or (ii) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) all the votes for each class of members who are voting by person or proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(4) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto: PROVIDED THAT, any such assessment shall have the assent of two-thirds (2/3) of all the voters of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(5) Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor

more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance and security upon improved Lots as opposed to unimproved Lots, the regular assessment for each unimproved Lot will be equal to the equivalent of twenty-five percent (25%) of the regular assessment due for each improved Lot. Said assessments may be collected on a monthly basis.

(7) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of each month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(8) Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

(10) Insurance. The Association may provide and pay for, as determined by the Board, property, casualty, liability, or any other type of insurance, if and as it deems it necessary, on the Common Area, the Association, the Declarant, its Agents, the Board of Directors of the Association and the members. Under no circumstance will the Association be obligated to do so. Each Owner, including the Declarant, shall individually procure and maintain insurance on such Owner's Lot(s), improvements thereto and on the contents, decorations, furnishings and personal property therein.

(11) Access to Lots. The Association, the Declarant, its officers, employees and agents, and contractors and repairmen designated by the Association or Declarant, shall have the right to go on any Lot for the purpose of performing maintenance, construction and repair, making inspections and performing the duties of the Association and the Declarant herein, and are hereby granted a specific easement for such purposes.

ARTICLE IV

STAGED DEVELOPMENTS

"Additional land adjacent or close to Ranch View Estates and Ranch View Estates 2, both Subdivisions in Douglas County, Nebraska, may be developed by the Declarant. The Declarant, at his discretion, can require the Board to expand the area of the Association to include the new subdivisions as they are platted and recorded. At that time, the new areas, as they are brought on, must be merged into the present existing Association by any legal means necessary, including all new common areas and amenities to be included in the Association. The Declarant may also require new language be adopted and added to these Covenants and the Associations terms, conditions and by-laws in order to adapt

and conform, as necessary, to the subdivision, lots and common area, being added to the then current Association. The above right is granted to the Declarant with out the vote of any members of the Association.

ARTICLE V

RESTRICTIONS AND COVENANTS

1. **Residential Purposes Only.** The Property shall be used only for single-family, residential purposed, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply: (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishings of public utility services to the Property; or to any portion of the building used by the Declarant or Liberty Capital Corporation, a Nebraska Corporation hereafter referred to as "Liberty", (Developer) its licensees or assigns, for a manager's office or a sales office. Construction of residential dwellings must be completed within one year after excavation for footings, or three (3) years from date of conveyance by the Declarant to the owner, whichever occurs first. The Declarant may construct and maintain at its discretion any private or public recreation facility, including club house, on any lot, common area or outlot as zoned, platted and approved for said use.
2. **Subdivision of Parcels Prohibited.** No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split or subdivision has been approved in writing by the Declarant or Liberty, and the governing jurisdiction. Declarant and Liberty hereby establish, the policy that at this time, does not intend to approve any lot splits or subdivisions.
3. **Noxious Activities.** No noxious or offensive activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property. No outside repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than four (4) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties, and must be approved by the Declarant, it successors or assigns. No motor vehicle may be parked or stored outside on any lot except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavation equipment, tractor or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All of the above shall also apply to any and all streets and Right of Ways. Garage doors must remain closed at all times except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Declarant. Private barbecue grills will be subject to regulation, restriction or exclusion by the Declarant. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Automobile parking will be subject to regulation and restriction by the Declarant.
4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property shall at any time be used as a residence (temporarily or permanently), nor shall any structure of a temporary character be used as a residence; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

5. **Accessory Buildings.** All approved accessory buildings (detached garages are not allowed), shall be of wood, brick, EFIS, stone, or decorative masonry (excluding Quonset huts and non-factory designed and built metal buildings, which are prohibited on the Property), and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All accessory buildings shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

7. **General Building Restrictions.** The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages shall be not less than the following minimum sizes: All residential structures must have basements equal to the main floor living space.

A. For a ranch style (one level) home, the ground floor (or main level) shall contain not less than 1925 square feet of finished living area on the main floor.

B. For a one and one-half (1 ½) story home, the ground floor (main level) shall contain not less than 1,650 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,500 square feet.

C. For a two-story home, the ground floor (main level) shall contain not less than 1,450 square feet of finished living area and the total finished living area for the first and second floors shall contain not less than 2,650 square feet.

D. No split entry or split level homes shall be allowed.

The maximum height for any building shall be two and one-half (2 ½) stories, and all residences shall be built with an attached, enclosed garage for not less than three (3) cars and 600 square feet.

8. **Building Set-back Requirements for Homes.** The minimum, front; forty (40) feet, side; ten (10) feet, rear; thirty-five (35) feet, and corner side yards; twenty (20) feet. Yard requirements shall conform to the City of Elkhorn's SF-2 zoning and shall govern this subdivision, unless these covenants are different, then the Ranch View Covenants shall override the Cities Jurisdiction as long as they fit into that (Jurisdictions) zoning. Any waiver or change of such restrictions by the City of Elkhorn shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change. This subdivision is zoned in accordance with the City of Elkhorn's SF-2 zoning district and all ordinances must apply. No homes will be allowed to directly front Ranch View Drive.

9. **Exterior Details.** The roofs of residential dwellings and outbuildings shall have a minimum front to back pitch of 6/12 and a minimum of 8/12 for side roofs and shall have Heritage asphalt shake or fiberglass laminated shake shingles (or comparable) which are premium grade and heavy weight, with a minimum thirty-five year warranty. Exposed portions of the foundations on the front and street sides shall be clay fired brick or stone (EFIS as follows). The sides and rear exposed foundation of each dwelling and outbuildings are to be covered with clay-fired brick, stone, EFIS, or stucco from front outside corner to front outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick, stone, or EFIS; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. In addition, the entire face of the house may be of an Exterior Insulation Finish System (EFIS), in which case the foundation and chimney shall be an EFIS finish; a combination of brick, stone, and/or EFIS is an acceptable exterior finish. Siding shall be Six inch horizontal lap siding only, consisting of masonite, pre finished heavy steel, or concrete board, (or comparable) except that the sidewalls and rear walls may, at the approval of the Declarant, be a heavy, quality grade vinyl 6 inch lap siding (any vinyl material if approved, must have the prior approval of the Declarant). All exterior vertical siding, aluminum material, vinyl siding (see above) or sheeting is prohibited, except aluminum for soffits, fascia, and gutters. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral, earth tones, or white, and are subject to Architectural approval by the Declarant or its successors or assigns. In addition to the foundation, the Declarant or its successors or assigns may require a portion of the front of said building or dwelling to be faced in brick, stone, or EFIS. If EFIS is the only finish used on the front of

said building or dwelling it must cover 100% of the front. No furnace flue may protrude more than four feet (4) from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet (4) of the roof ridge.

10. **Driveways.** All driveways shall be constructed of concrete, brick, or brick paver. No asphalt. No driveways will be allowed to access Ranch View Drive without the express written consent of the Declarant, which consent may be denied.

11. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from view of the other properties with a privacy fence.

12. **No primary** flat or mansard roof shall be permitted on any dwelling unless for porches and cosmetic uses but only after pre-approval from the Declarant, said request may be denied.

13. **Public Sidewalks.** Public sidewalks are the responsibilities of, and shall be constructed by, the then owner of a lot prior to the time of completion of a dwelling and before occupancy thereof. In addition, sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat. The extent of sidewalk, location, construction details, materials and grades shall be in accordance with the regulation of the City of Elkhorn and any revision thereof. (Four (4) foot wide, four (4) inches thick and five (5) foot from the curb, except that the sidewalk on Ranch View Drive will be 6 feet wide). The construction cost, maintenance and repair of said sidewalks is the sole responsibility of the owners of the lots.

14. **Water Drainage.** The declarant has created a water drainage plan by grading the properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots. The Declarant shall have the right to require each lot owner to alter or change the grade of any lot to insure proper drainage.

15. **Easements and Licenses.** A perpetual license and easement is hereby reserved in favor of and granted to the US West Telephone Company, City or County franchised cable television firms, Natural Gas provider, MUD water, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, pipes, wires etc. and other instrumentalities for the carrying and transmission of electric, heat, gas, water, and power and for all telephone and telegraph and message services and cable television under, on and through and eight (8) foot strip of land adjoining the rear boundary lines of said lots, five (5) feet on all side yards, and said license is being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed by hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid used or rights herein granted. All utilities, gas, water, sewer, telephone, cable television and electric power service lines from property line to dwelling shall be underground. The above written, if it pertains, will also apply to any utility easement not mentioned but recorded such as, but not limited to water, gas, storm sewer and sewer lines. This is in addition, and does not pertain to any permanent easement for any utility, the Declarant, the Association, or SID 467 recorded with the plat or prior to the sale of the lot.

16. **Fences, Etc.** No fences may be built forward of the rear wall of the house (unless said fence would enhance the development and was used to create an estate like setting but only with the prior approval of the Declarant which request may be denied) and under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, The Declarant shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of aluminum, PVC plastic, decorative iron, brick, stone and certain

wood fences and are subject to the approval of the Declarant. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in the rear one-third of each lot, and must be fenced and well maintained, or they will not be allowed. No clothesline or clothes hangers may be constructed or used unless completely within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level and must be fenced as local codes will require. Entrance, driveway and sidewalk, posts, markers, and fences may be constructed, but only with the prior written consent of the Declarant. The Declarant reserves the right to deny such requests with or without cause or explanation. The Declarant may request submitted plans be amended to conform to the overall conformity of the development. The Association will have the free right of passage at any time on said lots to maintain, repair or replace any fence, entrance or street marker.

17. **Trees.** Not less than six (6) 2 - 3 inch ornamental or deciduous shade trees and not less than four (4) evergreen trees with a minimum of eight (8) feet in height, must be planted on each lot, fifty (50) percent of which must be located in the front yard, all trees, landscaping, and sod must be installed within six (6) months after completion of the residence, and thereafter maintained in good growing condition, and replaced as necessary. Each residence must have adequate landscaping in the front yard and against the dwelling, etc. Each residence must maintain a full and complete lawn of bluegrass or fine blade fescue with adequate watering to keep it green and plush.

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

19. **Maintenance of Equipment and Vegetation.** Any exterior air conditioning condenser unit shall be placed in the rear yard or side yard so as not to be visible from public view. None of the Property shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any lot in the subdivision, and shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means.

20. **Plantings and Ground Cover.** Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any portion of the property. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles and pedestrians. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all lots sufficient to prevent erosion; each owner shall be required to seed or sod his lot, including vacant lots with grass or brome grass, and mow and maintain same to a height not to exceed twelve (12) inches. Any and all dead trees and shrubbery must be removed promptly at owner's expense. At the time of completion of the residence, the remaining lot shall consist of bluegrass or fine blade fescue and kept watered and maintained at all times.

21. **Outside Antennas, Etc.** Outside radio or television antennas shall not be erected on any lot or structure with the exception that 18 inch or small television satellite dishes may be erected provided they are positioned on the residence in a way as to not be to conspicuous and as not to obvious or readily visible from the street, subject to Architectural approval by the Declarant.

22. **Animals.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the

Lot of their owner and are not permitted to run loose outside the Lot of the owner. Also each Lot Owner must comply will all governing laws and ordinances.

23. **Renting or leasing of Residences**, will be prohibited unless special circumstances would arise that would deem if feasible to allow a temporary short term leasing of the residence. The Declarant will consider such a request by the Owner of the Lot, the Owner may be requested to give details and copies of leases, the lessee's and lease information including signed statements as to the assurance of the limited time of the leasing. The Declarant shall have the right to deny such request for no apparent reason.

24. **Temporary Access**, is granted to the Declarant and the Developer on, over and through all Lot's until construction, maintenance, repair, grading and seeding for all improvements are complete for the entire development. Said access is granted without permission or threat of damage or liability by the Lot Owner until all the improvements for the development are complete.

25. **No Residential Dwelling**, shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Declarant.

ARTICLE VI

ARCHITECTURAL CONTROL

1. The Declarant, its successors and assigns (may include the Board and/or its committee, if and as the Declarant grants said right or rights to the Board or its committee and as described herein) are hereby granted authority over all architectural, plan and building approvals or denials and covenants enforcement authority, under these Covenants.

2. No improvements, including but not limited to: dwelling, building, fence, wall, landscaping, grading, pathway, driveway, satellite antenna, patio, patio cover or enclosure, deck, rock garden, treehouse, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels (which are not allowed), device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, remodeled, altered, or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation, or tree removal be commenced without the prior approval of the Declarant.

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

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

A. Site plan indicateing specific improvements and indicating lot number street address, grading, location of the structures' proposed for the lot, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plan, water lines, sewer lines including septic detail on septic tanks and related tile laterals if applicable.

B. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of

each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and exterior color or colors.

C. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address and phone number's.

5. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans, said notice may be give verbally at the description of the Declarant. If written notice of approval is not mailed or delivered within such period, the proposed Improvements shall be deemed refused by the Declarant. Construction or improvement to platted lots shall not be approved by the Declarant, or by default of the Declarant's notification, if said construction will violate any provision of these covenants.

ARTICLE VII

SUBDIVISION AGREEMENT

The City of Elkhorn, as is normal practice has entered into an agreement with Liberty for the subdividing and developing of Ranch View Estates 2. Each Lot and its Owner will be subject to the terms and conditions of the Subdivision Agreement and in relationship to these Covenants and the Homeowners Association. All terms and conditions as referred to herein will be binding on each Lot, its Owner, and its successors and assigns, provided, however, the Declarant, and Liberty, its successors and assigns, shall have no liability to any Lot Owner, or its successors and assigns, for any act, or failure to act, under said Subdivision Agreement.

Note: Each Lot Owner, regardless of any prior agreements or understandings with Liberty, prior to obtaining a building permit must pay a \$1050.00 outfall sewer/ waste water treatment facility charge to SID 467. (The City has amended its ordinance to increase this fee from \$750.00 to \$1050.00)

Note: All Lot Owners will be members of an incorporated Lot Owners Association to be established by Liberty and binding on ever Lot and its Owner.

Note: Each Lot Owner is responsible to maintain proper sediment and erosion control measures.

ARTICLE VIII

GENERAL PROVISIONS

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and the current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, its respective successors and assigns, the Association, Liberty, and by any owner of any of the lots, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. This Declaration may be amended at any time, after the Declarant assign's these covenants over to a Homeowners Association or an architectural Control Committee. The Amendment must be by an instrument signed and notarized by the owners of not less than 80 percent of the lots. Any amendment must be filed and recorded in Douglas County, Nebraska. This Declaration may also be amended at any time by the Declarant, Liberty, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. In no case will the Lot Owners be able to amend these covenants in relationship to any bylaws, terms and conditions of an incorporated home owners association as referred to in these Covenants, said amendments for the Association would have to be carried out according to the bylaws, terms and conditions of the Association.

2. **Enforcement.** The Declarant, Liberty, the Association, or any Owner of any lot, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Liberty, the Association, or by any Owners to enforce any covenants or restrictions herein contained

or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant, the Association, or Liberty, any liability, obligation or requirement to enforce any of the provisions contained herein.

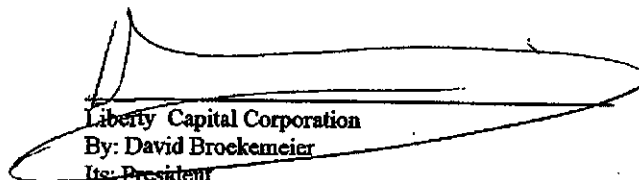
The Declarant, the Association, and Liberty, if deems necessary, may notify in writing any Lot Owner as to any violation of these Covenants, granting the Lot Owner thirty (30) days to correct said violation, if after 30 days the violation is not corrected, the Declarant, or the Association, or Liberty, shall have the right to hire an attorney to pursue said matter. If it is found that the Lot Owner is in violation, the pursuing entity may proceed to correct said violation. All cost's incurred, including attorney fees, will be charged to the Lot Owner found in violation and a lien may be filed against said Lot until all cost's, including intrest, if applicable are recovered by the proper entity.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. **Assignment of Status as Declarant.** The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint the Association, another entity, or individual's to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. The Declarant, at its full discretion, may grant at any time, in full, part or shared, any of its rights, obligations or responsibilities, if any, to the Association, executed as necessary, to cause to be binding and legal.

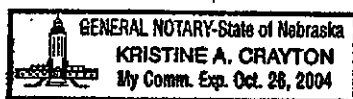
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 18th day of December, 2001.

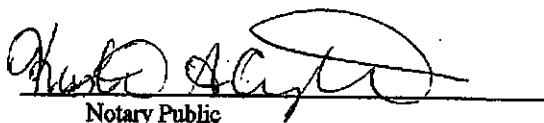
Declarant:


Liberty Capital Corporation
By: David Broekemeier
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of December, 2001, by David Broekemeier.




Notary Public



BK 1491 PG 147-147



MISC 2003 04037

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2003 FEB -3 AM 8:40

RECEIVED

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 40, INCLUSIVE OF RANCH VIEW ESTATES 2, A SUBDIVISION IN DOUGLAS
COUNTY, NEBRASKA.**

THIS First Amendment to the Declaration of Covenants, Conditions and Restrictions ("First Amendment") is made this 23rd day of December, 2002, by Liberty Capital Corporation, a Nebraska Corporation ("Declarant").

RECITALS:

WHEREAS, The Ranch View Estates 2 Declaration of Covenants, Conditions and Restrictions ("Declaration") dated December 18th, 2001, was recorded December, 19th, 2001, at Book 1414, Page 194, of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, Declarant pursuant to Article VIII section 1 of the Declaration, may amend the Declaration, and as follows:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **FUTURE DEVELOPMENT.** The Declarant, Liberty and or its sister companies are planning to plat the land immediately to the South of Ranch View Estates 2, abutting the Skyline Woods Golf Course into a possible Private Gated multi-family Cluster type Community development, which may also have 4 to 8 plex (big house look) and/or duplexes. Also preliminary platted lots 82 and higher in Ranch View Estates 2 may be zoned and plated as R 1, 2, or 3 or SF 3 or 4 lots in Elkhorn (possible big house look and/or duplexes also). The owners of Lots in Ranch View Estates consent to the replatting and rezoning of said land as described above and will not object thereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment this 23rd day of December, 2002.

Declarant:


Liberty Capital Corporation
By: David Broekemeier
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of December, 2002, by David Broekemeier., President of Liberty Capital Corporation.



Notary Public



25.00
1199
MISC FEB 25 2003 FB DC-32074
BKP C/O COMP
DEL SCAN CR FV

Plat and Dedication

Filed 12-12-01, in Book 2198 at Page 033, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

☒ U.S. West Communications

Northwestern Bell Telephone Company

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

☒ for utility, installation and maintenance

☒ on, over, through, under and across

or

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

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

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

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

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

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 12-19-01, in Book 1414 at Page 194, 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 WATER Natural Gas

☒ 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 _____ 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 DECL 1414-194 filed 12-19-01
Dated 12-23-02 Filed 2-3-03, Book 1491 at Page 147, Instrument No. _____