

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003 - 74517
2003 DEC 30 P 4:12 PM

CGUNTER Sm O.E. my
VERIFY h D.E. g
PROOF TM
FEES \$ 342.00
CHECK# 3756
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____
Stamped copy

Shawn J. Dowling
REGISTER OF DEEDS

[This Space Above is for Recording Data]

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
SPRINGHILL
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by BOYER YOUNG EQUITIES III, L.L.C. a Nebraska Company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots 1 thru 613, inclusive and Outlot "A" , Springhill, as surveyed, platted and recorded in Sarpy County, Nebraska;

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

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

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

1/3
RJR
RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: AJH

A

ARTICLE I.
RESTRICTIONS AND COVENANTS

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

2. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height, as measured from the highest adjacent public sidewalk grade elevation. The main body of the dwelling shall be painted in earth tone colors. The Declarant reserves the right to appoint an architectural review committee to review and approve or disapprove of any and all plans for improvements in the subject subdivision to ensure compatibility and maintenance of the residential integrity.

3. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale" or "For Rent." No business activities of any kind whatsoever, except those home occupation businesses allowed by virtue of city ordinance, shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots or any other property owned by the Declarant, its agents or assigns.

4. No exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot, except, those 18" or less in diameter or diagonal measurement, which shall be screened from public view. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

5. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot (other than in an enclosed structure); nor shall vehicles or parts of vehicles, unlicensed or otherwise offensive to the neighborhood, be visibly stored, parked or abandoned on any Lot. Any and all cars parked within the subdivision must be in running condition with all tires inflated. No unused

B

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.

6. 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 seven (7) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot or their guests. No grading or excavating equipment, tractors 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 the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the Governing Jurisdiction.

7. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

8. No fence shall be permitted to extend beyond the front line of a main residential structure. No chain link fencing shall be permitted on any Lot. No hedges or mass planted shrubs shall be permitted more than the (10) feet in front of the front building line. If a fence is constructed on any Lot by the developer or by the owner, the owner of any such Lot shall, at his sole expense, maintain and keep such fence in good order, including the removal of graffiti and the prevention of posting of signs, banners or any other thing on said fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

9. No swimming pool shall be permitted which extends more than one (1) foot above ground level. However, a swimming pool may extend more than one foot above ground level; if a six (6) foot high solid fence is constructed around the pool such that the pool, except slide, is not visible above the fence.

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

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improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

11. A public sidewalk shall be constructed of Portland concrete four (4) feet wide by three and one-half (3 1/2") inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the builder/owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the Governing Jurisdiction. It is understood, however, that from time to time because of weather or material shortages occupancy may be allowed prior to sidewalk construction, but only after an escrow has been established to assure such construction when weather and material availability permits.

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

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog. Dog houses shall only be allowed at the rear of the residence, screened from public view. No outdoor enclosures for domestic animals (dog runs or kennels) of any kind shall be allowed on any Lot, including similar areas for pot-bellied pigs.

15. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of that allowed by ordinance and regulations of the Governing Jurisdiction.

16. Notwithstanding any provision in this Declaration, Declarant, its agents, successors and assigns, shall be allowed to operate and maintain model homes, sales office trailers and construction trailers within the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

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17. No structure, carport, detached garage, trailer, basement or tent shall be erected or used on any Lot at any time. Only sheds which do not exceed ten (10') feet wide, twelve (12') feet deep, and eight (8') feet high may be erected on a Lot, so long as materials and colors are similar to those utilized for the construction of the single family residence of that same Lot.

18. No structure or dwelling shall be moved from outside the subdivision to any Lot without the written approval of Declarant. No structure of a temporary character may be used as a dwelling at any time.

19. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

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

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

22. All Lots are subject to the Zoning Ordinance and/or Regulations of the appropriate governing authority, including but not limited to lot use, lot area, front, side and rear yard requirements. If such authority shall amend its ordinances and/or regulations to permit a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits; then, such actions shall control over the requirements of these covenants.

ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein

E

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

2. Qwest Communications, Inc. and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

3. Other easements as provided for in the final plat of Springhill, which is filed in the Register of Deeds of Sarpy County, Nebraska and other easements provided for in further platting(s).

ARTICLE III.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Nothing herein contained shall in any way be construed to impose any obligation, of any kind, upon the Developer and/or Declarant or any successor and assigns of the same, any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this declaration shall run with and bind the land for a period of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof, including forming a Homeowners Association with the right to levy assessments for maintenance of entryways and common areas. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

2003-74517F

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

IN WITNESS WHEREOF, the Declarant has caused these present to be executed this 30 day of DECEMBER 2003.

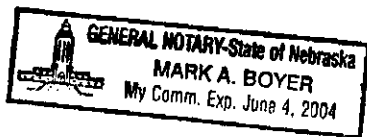
DECLARANT:
BOYER YOUNG EQUITIES III, L.L.C.
A Nebraska Company,

By: [Signature]
Timothy W. Young, Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of DECEMBER 2003 by Timothy W. Young, Partner in Boyer Young Equities III, L.L C. a Nebraska Company, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 30 day of DECEMBER 2003.



[Signature]
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-74518

2003 DEC 30 P 4:14B

Glenn J. Lowrey
REGISTER OF DEEDS

COUNTER SA R.E. M
VERIFY M D.E. J
PROCF LM
FEES \$ 312.00
CHECK# 3756
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____
Stamped copy

**CONSENT TO AND RATIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF SPRING HILL**

The undersigned, being the owner of the property legally described as Lots 1 - 19, inclusive, Lots 45 - 50, inclusive, Lots 113 - 128, inclusive, and Lots 136 - 170, inclusive, all in SPRING HILL, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, does hereby consent to the filing of, and ratify the Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill, a Subdivision in Sarpy County, Nebraska for Lots 1 - 613, inclusive, and Outlot A, all in SPRING HILL, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and the dedication of property therein, as filed in the Office of the Register of Deeds of Sarpy County, Nebraska, on December 30, 2003 as Instrument No. 2003-74517.

DATED: 12/30/03

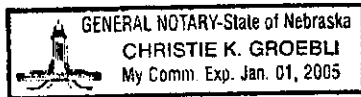
HEARTHSTONE HOMES, INC.,

By: *[Signature]*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public, in and for said County and State, appeared John J. Smith, as President of HearthStone Homes, Inc., a Nebraska corporation, to me known to be the identical person who executed the above instrument and acknowledged his execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 30 day of December 2003.



Christie K Groebli
Notary Public

R.P.
2/3
RETURN TO:
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: *ALT*

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-74519
2003 DEC 30 P 4: 15

COUNTER SM C.E. M
VERIFY SM D.E. J
PROOF LM
FEES \$ 312.00
CHECK# 3752
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____
Stamped copy

Blair J. Downing

PERMANENT EASEMENT

REGISTER OF DEEDS
KNOW ALL MEN BY THESE PRESENTS:

THAT ~~BOYER YOUNG EQUITIES III, L.L.C. & NEBRASKA CO.~~ ^{*Boyer*}, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby reserve and retain, for itself, and its assigns, a non-exclusive, perpetual easement, and reasonable access thereto, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and appurtenances thereof above and below ground, and to extend thereon or therein wires or cable for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and/or any other communications system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines of Lots 1 thru 613, inclusive, and Outlot "A", in the Springhill Subdivision, Sarpy County, NE; and an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots in said Springhill Subdivision; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots in said Springhill Subdivision. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this easement on this 30 day of DECEMBER 2003.

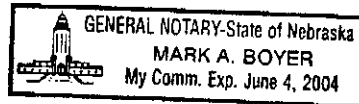
GRANTOR:
BOYER YOUNG EQUITIES III,
L.L.C. a Nebraska Company,
By: *Timothy W. Young*
Timothy W. Young, Partner

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Timothy W. Young, Partner in BOYER YOUNG EQUITIES III, L.L.C. a Nebraska Company, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 30 day of DECEMBER 2003.

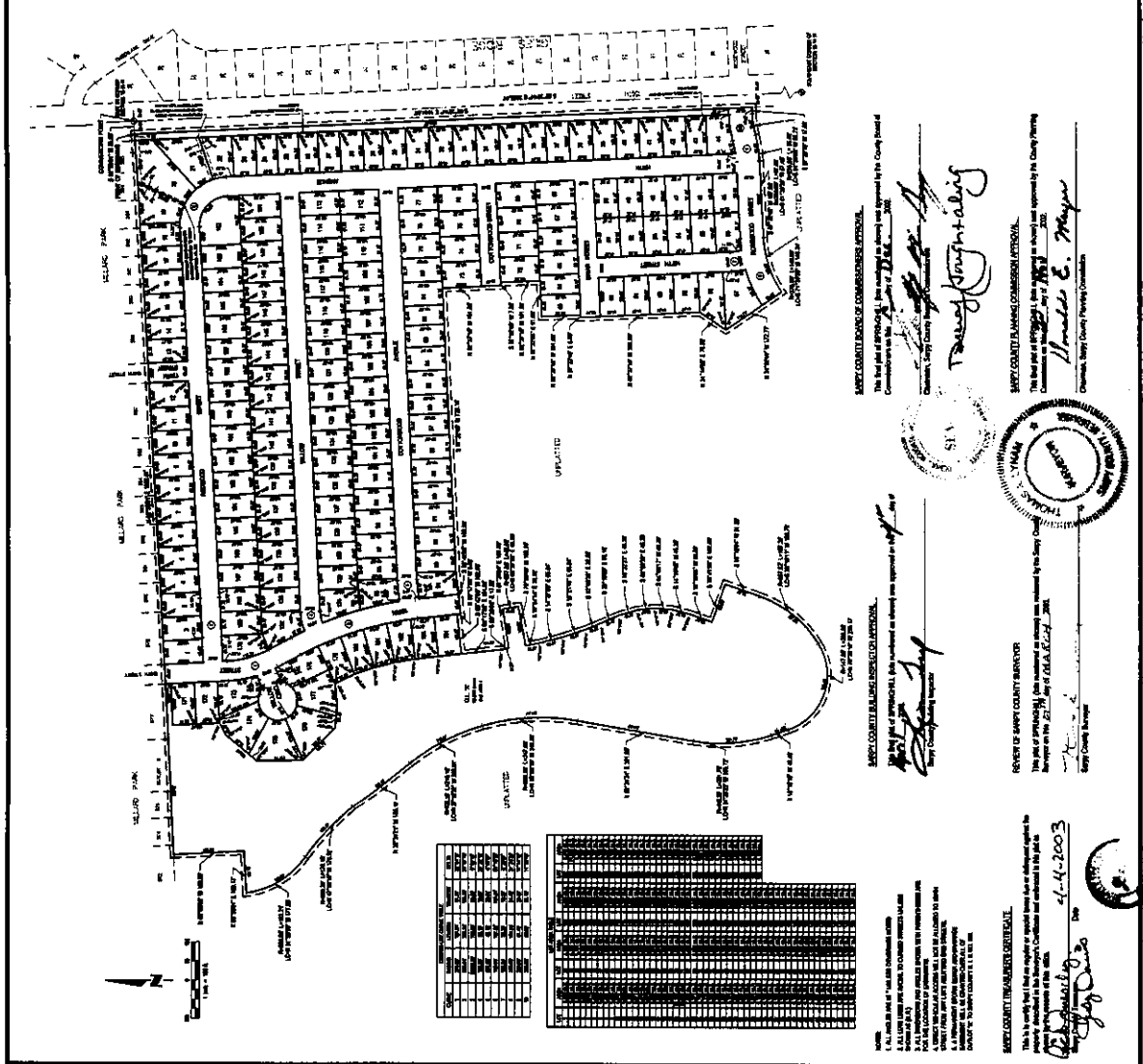
Mark A. Boyer
Notary Public



P.P.
3/3
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ASH

2003-17663

REGISTERED PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL SURVEYOR
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTERED PROFESSIONAL CIVIL ENGINEER
REGISTERED PROFESSIONAL ARCHITECT
REGISTERED PROFESSIONAL ELECTRICAL ENGINEER
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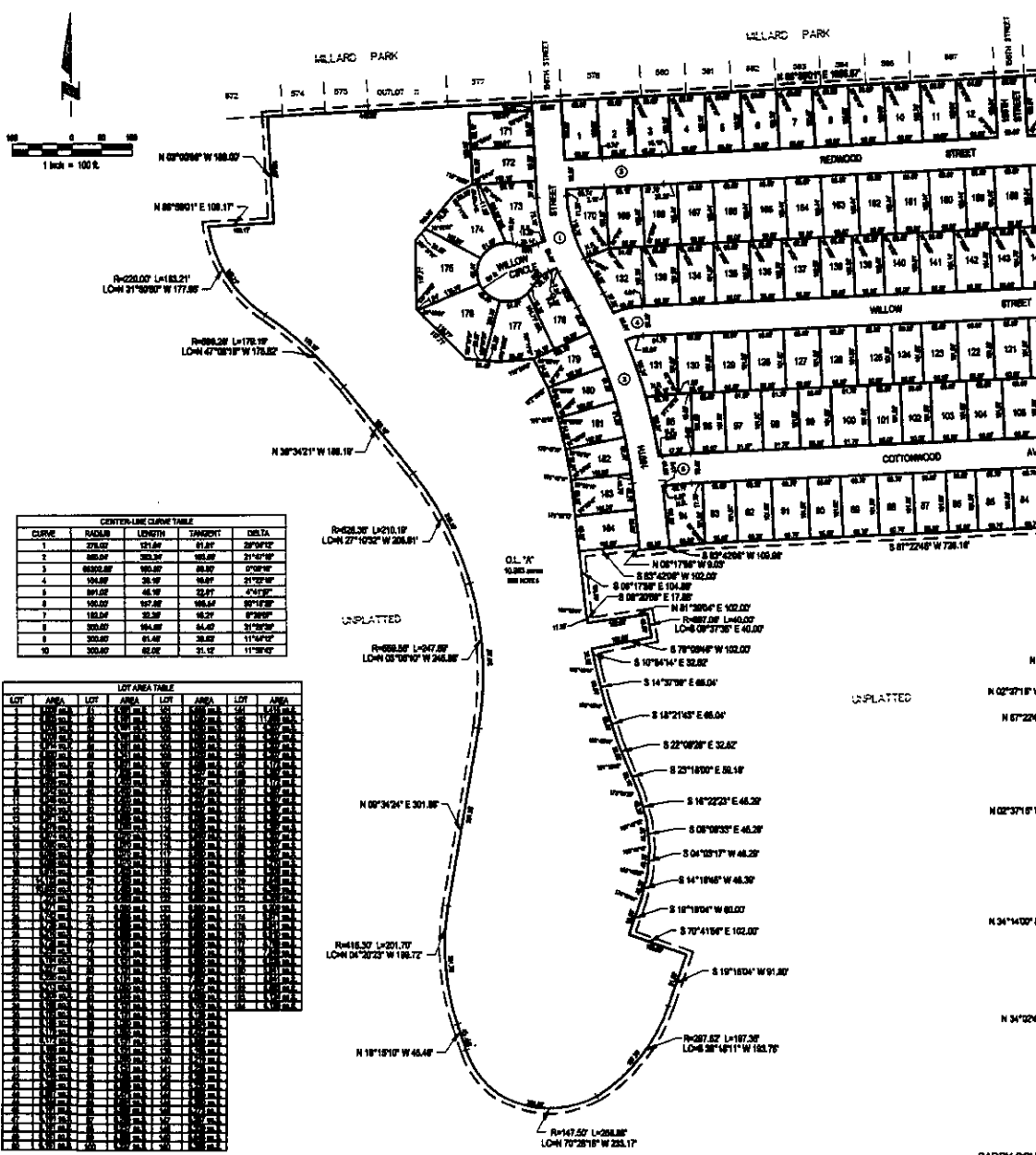


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REGISTERED PROFESSIONAL ENVIRONMENTAL ENGINEER
REGISTERED PROFESSIONAL AGRICULTURAL ENGINEER
REGISTERED PROFESSIONAL MARINE ENGINEER

1010



CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	276.00	121.69	81.27	29°30'12"
2	680.00	263.34	188.88	21°40'58"
3	680.00	190.87	138.87	0°00'00"
4	104.88	38.58	28.87	21°32'48"
5	891.00	48.58	32.87	2°41'38"
6	102.00	107.88	76.54	29°12'38"
7	183.00	32.38	23.87	0°00'00"
8	300.00	64.88	48.87	21°38'08"
9	300.00	61.48	38.87	11°48'12"
10	300.00	62.00	31.12	11°38'42"

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
1	123.45	11	123.45	21	123.45	31	123.45
2	123.45	12	123.45	22	123.45	32	123.45
3	123.45	13	123.45	23	123.45	33	123.45
4	123.45	14	123.45	24	123.45	34	123.45
5	123.45	15	123.45	25	123.45	35	123.45
6	123.45	16	123.45	26	123.45	36	123.45
7	123.45	17	123.45	27	123.45	37	123.45
8	123.45	18	123.45	28	123.45	38	123.45
9	123.45	19	123.45	29	123.45	39	123.45
10	123.45	20	123.45	30	123.45	40	123.45

- NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
 2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (P.L.R.)
 3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF BASEMENTS.
 4. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 186TH STREET FROM ANY LOTS ABUTTING SAID STREET.
 5. A PERMANENT EASEMENT BENEATH AND DRAINAGE EASEMENT WILL BE GRANTED OVER ALL OF OUTLOT "X" TO SARPY COUNTY S. I. O. NO. 233.

SARPY COUNTY TREASURER'S CERTIFICATE

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

Richard J. ...
Sarpy County Treasurer

4-4-2003
Date

SARPY COUNTY BUILDING INSPECTOR APPROVAL

This final plat of SPRINGHILL (lots numbered as shown) was approved on the *27th* day of *MARCH*, 2003.

[Signature]
Sarpy County Building Inspector

SARPY COI

This final plat Commission

[Signature]
Chairman, S

T

REVIEW OF SARPY COUNTY SURVEYOR

This plat of SPRINGHILL (lots numbered as shown) was reviewed by the Sarpy County Surveyor on the *27th* day of *MARCH*, 2003.

[Signature]
Sarpy County Surveyor

SARPY COI

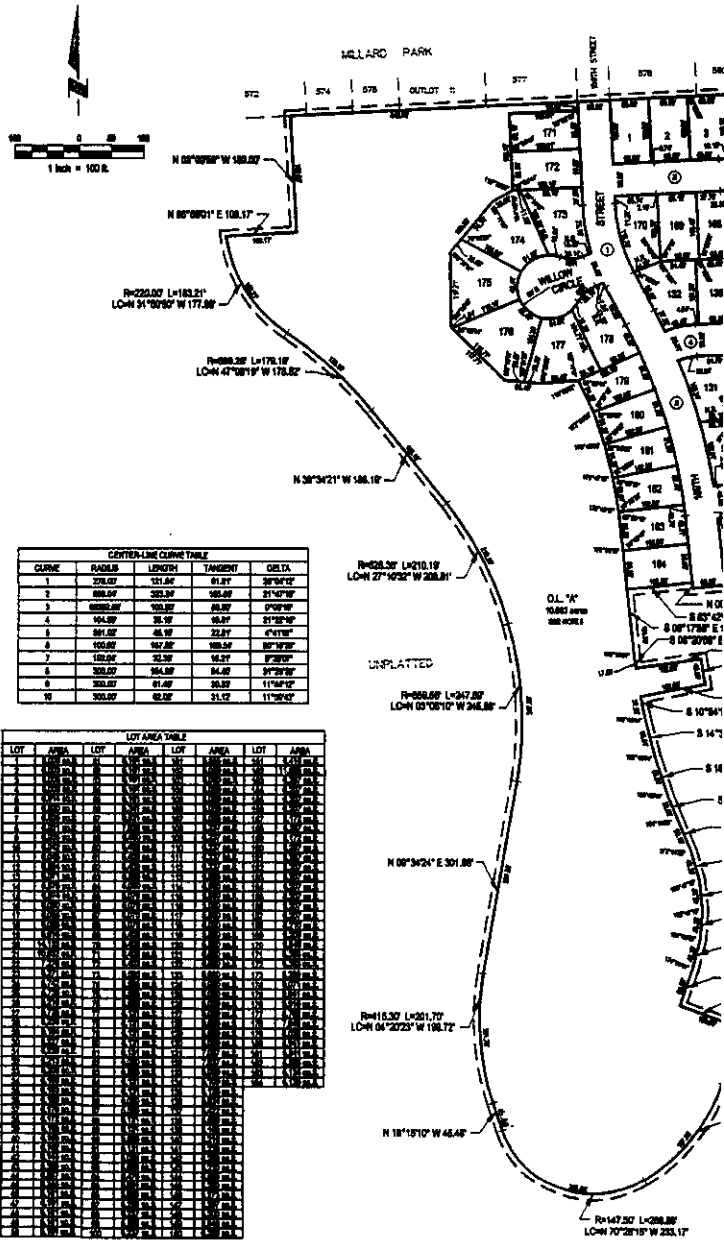
This final plat Commissioner

[Signature]
Chairman, T

Shaw & Associates
REGISTER OF DEEDS

County Clark
 Vest. Clark
 D.C. AK
 Proof AK
 Fee \$ 108.00
 Ck Cash Chg

1016



CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	220.00	118.21	81.87	30°54'12"
2	888.00	383.30	285.48	31°50'18"
3	8888.00	1000.00	888.80	0°50'18"
4	104.00	35.70	30.87	31°50'18"
5	500.00	48.10	32.87	4°41'18"
6	100.00	107.00	100.00	0°50'18"
7	100.00	32.30	16.27	0°50'18"
8	300.00	84.80	84.80	31°50'18"
9	300.00	81.40	30.87	11°50'18"
10	300.00	82.00	31.00	11°50'18"

LOT	AREA	LOT	AREA	LOT	AREA
1	100.00	11	100.00	21	100.00
2	100.00	12	100.00	22	100.00
3	100.00	13	100.00	23	100.00
4	100.00	14	100.00	24	100.00
5	100.00	15	100.00	25	100.00
6	100.00	16	100.00	26	100.00
7	100.00	17	100.00	27	100.00
8	100.00	18	100.00	28	100.00
9	100.00	19	100.00	29	100.00
10	100.00	20	100.00	30	100.00

- NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
 2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (PLS).
 3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
 4. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 18TH STREET FROM ANY LOTS ABUTTING SAID STREETS.
 5. A PERMANENT STORM SEWER AND DRAINAGE EASEMENT WILL BE GRANTED OVER ALL OF OUTLOT 'W' TO SARPY COUNTY S. I. G. NO. 253.

SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and endorsed in this plat as shown by the records of this office.

John Davis 4-4-2003
 Sarpy County Treasurer Date

SARPY COUNTY BUILDING INSPECTOR APPROVAL

This final plat of SPRINGHILL (lots numbered as shown) was prepared on this 27th day of MARCH 2003.

Shawn Jay
 Sarpy County Building Inspector

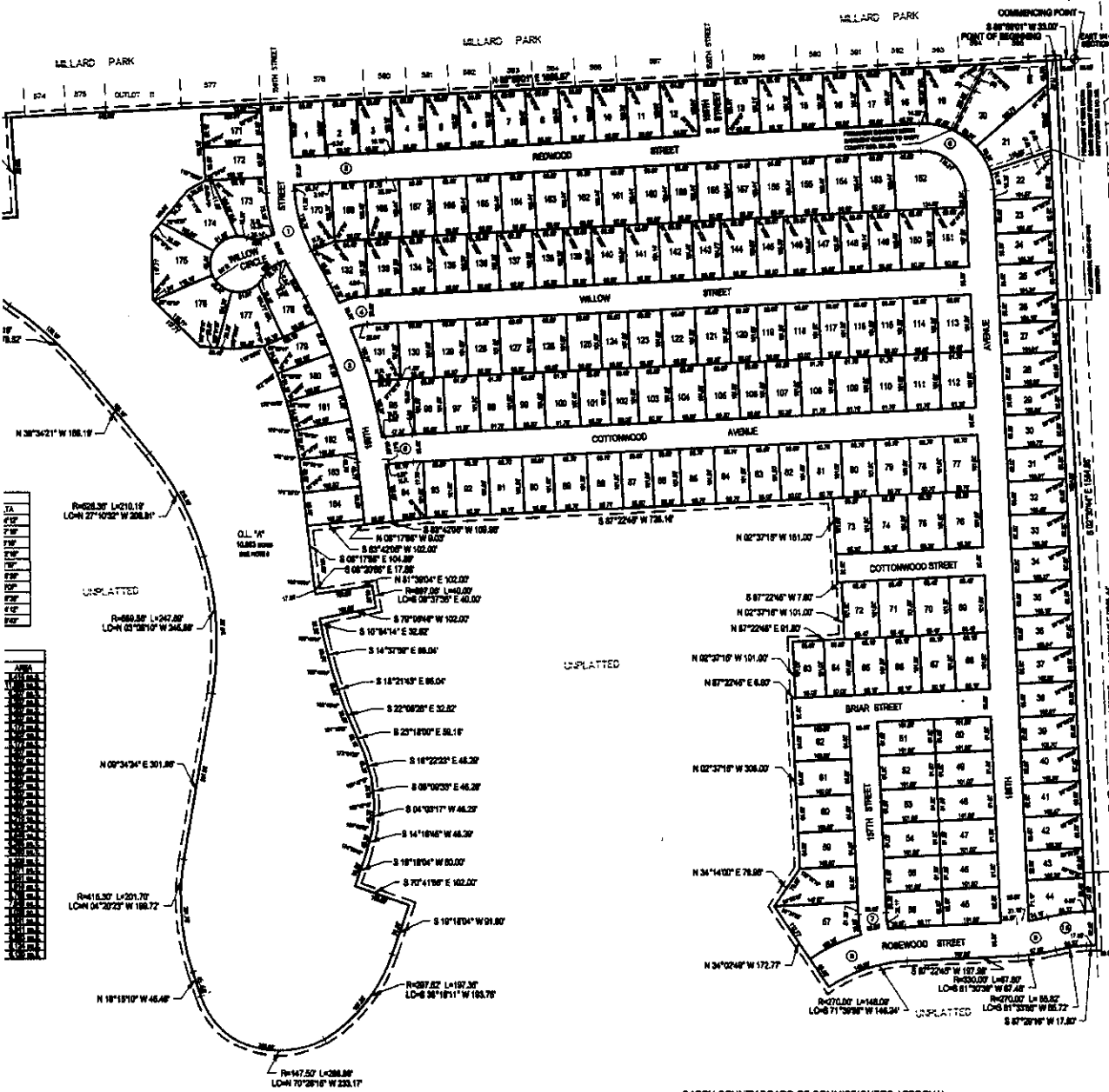
REVIEW OF SARPY COUNTY SURVEYOR

This plat of SPRINGHILL (lots numbered as shown) was reviewed by the Surveyor on this 27th day of MARCH 2003.

Thomas
 Sarpy County Surveyor

TAXES ASSESSED AND LEVIED FOR THE CURRENT YEAR ARE NEITHER DUE NOR PAID. TREASURER'S CERTIFICATION IS ONLY VALID UNTIL DECEMBER 31ST OF THIS YEAR.





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SARPY COUNTY BUILDING INSPECTOR APPROVAL

This final plat of SPRINGHILL (lots numbered as shown) was approved on the 27 day of April, 2003.

[Signature]
Sarpy County Building Inspector

SARPY COUNTY BOARD OF COMMISSIONERS APPROVAL

This final plat of SPRINGHILL (lots numbered as shown) was approved by the County Board of Commissioners on this 27 day of Dec, 2002.

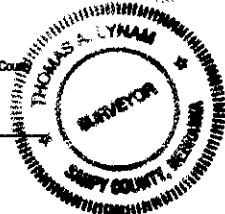
[Signature]
Chairman, Sarpy County Board of Commissioners



REVIEW OF SARPY COUNTY SURVEYOR

This plat of SPRINGHILL (lots numbered as shown) was reviewed by the Sarpy County Surveyor on this 27 day of MARCH, 2003.

[Signature]
Sarpy County Surveyor



SARPY COUNTY PLANNING COMMISSION APPROVAL

This final plat of SPRINGHILL (lots numbered as shown) was approved by the County Planning Commission on this 27 day of Nov, 2002.

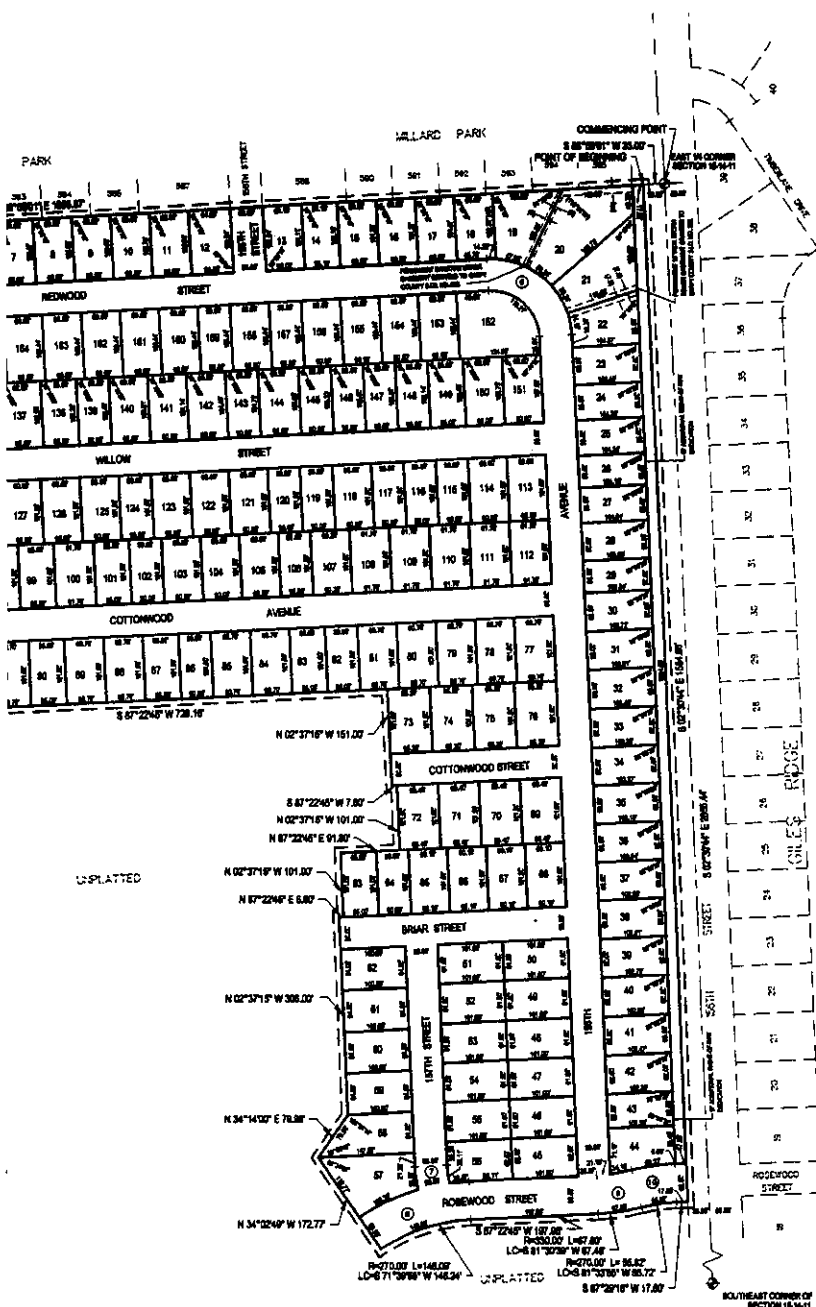
[Signature]
Chairman, Sarpy County Planning Commission

request against the
this plat as
2003

SPRINGHILL

LOTS 1 THRU 184 INCLUSIVE & OL

BEING A PLATTING OF PART OF THE SE 1/4 OF SECTION 16, RANGE 11 EAST OF THE 6TH P.M., SARPY CO., NEBRASKA



SURVEYORS CERTIFICATE

I hereby certify that I have surveyed the property shown on this plat and that all Springhill (the lots numbered as shown) being a platting of part of SE 1/4 Section 16 Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE 1/4 of Section 16; thence S 86°15'00" E, a distance of 33.00 feet to a point on the West right-of-way line of 168th Street S 02°30'44" E, a distance of 17.80 feet; thence West along said West right-of-way line of 168th Street, a distance of 17.80 feet; thence West on a curve to the left with a radius of 270.00 feet, a distance of 107.98 feet; thence Southwesterly on a curve to the left with a radius of 270.1 chord which bears S 71°39'58" W, a distance of 145.24 feet; thence N 34°02'24" E, a distance of 79.98 feet; thence N 02°37'15" W, a distance of 101.00 feet; thence N 87°22'45" W, a distance of 101.00 feet; thence S 87°22'45" W, a distance of 151.00 feet; thence S 87°22'45" W, a distance of 726.16 feet; thence S 83°42'10" N 06°17'55" W, a distance of 9.03 feet; thence S 83°42'05" W, a distance of 42.104.86 feet; thence S 06°20'50" E, a distance of 17.88 feet; thence N 81°36'04" on a curve to the left with a radius of 867.06 feet, a distance of 40.00 feet; thence S 14°37'50" E, a distance of 65.04 feet; thence S 16°21'43" E, a distance of 68 feet; thence S 23°18'00" E, a distance of 58.18 feet; thence S 16°22'23" E, a distance of 48.29 feet; thence S 04°03'17" W, a distance of 48.29 feet; thence S 19°18'04" W, a distance of 80.00 feet; thence S 70°41'58" E, a distance of 191.80 feet; thence Southwesterly on a curve to the right with a radius of 297.52 chord which bears S 38°18'11" W, a distance of 183.75 feet; thence Northwest a distance of 268.88 feet, said curve having a long chord which bears N 70°28'18"15'10" W, a distance of 45.48 feet; thence Northerly on a curve to the right said curve having a long chord which bears N 04°20'23" W, a distance of 196.1 feet; thence Northerly on a curve to the left with a radius of 569.58 feet, a distance of 186.19 feet; thence Northwesterly on a curve to the left with a radius having a long chord which bears N 47°06'19" W, a distance of 178.52 feet; thence S 220.00 feet, a distance of 183.21 feet, said curve having a long chord which bears N 86°59'01" E, a distance of 109.17 feet; thence N 03°00'59" W, a distance of Section 15, said point also being on the South line of Lot 272, Millard Park, thence N 86°59'01" E along said North line of the SE 1/4 of Section 15, said line Eastward extension thereof, a distance of 1856.87 feet; to the point of beginning.

Said tract of land contains an area of 2,027,646 square feet or 48.563 acres, more or less.

Robert Clark, M.A.
 ROBERT CLARK L.S.419 DATE

DEDICATION

Know all men by these presents that we, BOYER YOUNG EQUITIES III, L.L.C., Survey and embraced within the plat has caused said land to be subdivided into said subdivision to be hereafter known as SPRINGHILL (lots numbered as shown) and we do hereby grant easements as shown on this plat. We do further Power District, Qwest Communications and any company which has been granted the area to be subdivided, their successors and assigns, to erect, operate, maintain and other related facilities, and to extend thereon wires or cables for the carrying power and for the transmission of signals and sounds of all kinds including sign reception on, over, through, under and across a five-foot (5') wide strip of land a (5') wide strip of land abutting the rear boundary lines of all interior lots; and a boundary lines of all exterior lots. The term exterior lots is herein defined as the above-described addition. Said sixteen-foot (16') wide easement will be reduced is surveyed, platted and recorded, and we do further grant a perpetual easement Inc, their successors and assigns, to erect, install, operate, maintain, repair and extend thereon pipes for the transmission of gas and water on, through, 1 abutting all streets, avenues, and circles, whether public or private. No permanent easement ways, but the same may be used for gardens, shrubs, landscaping or the stockfeed uses or rights herein granted.

In Witness whereof, we do set our hands
 BOYER YOUNG EQUITIES III, L.L.C.
Timothy W. Young
 Timothy W. Young, managing member

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS)
 On this 27TH day of MAR 2003, before me, the undersigned, a Notary I personally came Timothy W. Young, managing member, BOYER YOUNG EQUITY personally known to be the identical person whose name is affixed to the Dedication acknowledged the same to be his voluntary act and deed as such officer of said
 WITNESS my hand and Notarial Seal the day and year last above written.
Homer L. Hunt
 Notary Public

SARPY COUNTY BOARD OF COMMISSIONERS APPROVAL
 This final plat of SPRINGHILL (lots numbered as shown) was approved by the County Board of Commissioners on this 15th day of Dec. 2002.
Donald E. Meyer
 Chairman, Sarpy County Board of Commissioners

SARPY COUNTY PLANNING COMMISSION APPROVAL
 This final plat of SPRINGHILL (lots numbered as shown) was approved by the County Planning Commission on this 15th day of Nov. 2002.
Donald E. Meyer
 Chairman, Sarpy County Planning Commission



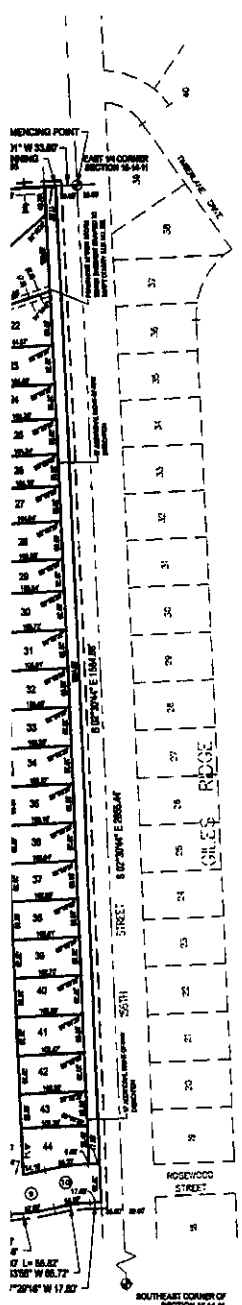
2003-17663

SPRINGHILL

LOTS 1 THRU 184 INCLUSIVE & OUTLOT "A"

BEING A PLATTING OR PART OF THE SE 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
1715 NORTH 14TH AVENUE, SUITE 100
LINCOLN, NEBRASKA 68502
PHONE: (402) 426-2277
FAX: (402) 426-2278



SURVEYORS CERTIFICATE

I hereby certify that I have surveyed the property shown on this plat and that all dimensions have been computed for all lots and streets in Springhill (the lots numbered as shown) being a platting of part of SE 1/4 Section 15, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SE 1/4 of Section 15, thence S 86°59'01" W along the North line of said SE 1/4 of Section 15, a distance of 33.00 feet to a point the West right-of-way line of 156th Street said point also being the point of beginning, thence S 02°30'44" E along said West right-of-way line of 156th Street, a distance of 1564.88 feet; thence S 87°29'19" W, a distance of 17.80 feet; thence West on a curve to the left with a radius of 270.00 feet, a distance of 55.82 feet, said curve having a long chord which bears S 81°33'55" W, a distance of 56.72 feet; thence West on a curve to the right with a radius of 330.00 feet, a distance of 67.80 feet, said curve having a long chord which bears S 81°30'39" W, a distance of 67.48 feet; thence S 87°22'45" E, a distance of 197.98 feet; thence Southwesterly on a curve to the left with a radius of 270.00 feet, a distance of 148.09 feet, said curve having a long chord which bears S 71°36'55" W, a distance of 148.24 feet; thence N 34°02'49" W, a distance of 172.77 feet; thence N 34°14'00" E, a distance of 79.98 feet; thence N 02°37'15" W, a distance of 101.00 feet; thence N 87°22'45" E, a distance of 91.80 feet; thence N 02°37'15" W, a distance of 101.00 feet; thence S 87°22'45" W, a distance of 7.80 feet; thence N 02°37'15" W, a distance of 151.00 feet; thence S 87°22'45" W, a distance of 728.16 feet; thence S 83°42'05" W, a distance of 102.00 feet; thence S 08°17'55" E, a distance of 104.80 feet; thence S 08°20'58" E, a distance of 17.86 feet; thence N 81°39'04" E, a distance of 102.00 feet; thence Southwesterly on a curve to the left with a radius of 567.06 feet, a distance of 40.00 feet, said curve having a long chord which bears S 06°37'35" E, a distance of 40.00 feet; thence S 70°05'48" W, a distance of 102.00 feet; thence S 10°54'14" E, a distance of 32.52 feet; thence S 14°37'59" E, a distance of 65.04 feet; thence S 18°21'43" E, a distance of 65.04 feet; thence S 22°06'28" E, a distance of 32.52 feet; thence S 23°18'00" E, a distance of 59.18 feet; thence S 18°22'23" E, a distance of 48.29 feet; thence S 08°09'35" E, a distance of 48.29 feet; thence S 04°03'17" W, a distance of 48.29 feet; thence S 14°16'48" W, a distance of 48.29 feet; thence S 11°18'04" W, a distance of 80.00 feet; thence S 70°41'56" E, a distance of 102.00 feet; thence S 19°18'04" W, a distance of 91.80 feet; thence Southwesterly on a curve to the right with a radius of 297.52 feet, a distance of 197.35 feet, said curve having a long chord which bears S 38°16'11" W, a distance of 193.75 feet; thence Northwesterly on a curve to the right with a radius of 147.50 feet, a distance of 268.88 feet, said curve having a long chord which bears N 70°28'15" W, a distance of 233.17 feet; thence N 81°15'19" W, a distance of 45.48 feet; thence Northerly on a curve to the right with a radius of 415.30 feet, a distance of 201.70 feet, said curve having a long chord which bears N 04°20'23" W, a distance of 199.72 feet; thence N 06°34'24" E, a distance of 301.96 feet; thence Northerly on a curve to the left with a radius of 559.56 feet, a distance of 247.50 feet, said curve having a long chord which bears N 03°06'10" W, a distance of 245.58 feet; thence Northwesterly on a curve to the left with a radius of 528.35 feet, a distance of 210.19 feet, said curve having a long chord which bears N 27°10'32" W, a distance of 208.81 feet; thence N 38°34'21" W, a distance of 186.19 feet; thence Northwesterly on a curve to the left with a radius of 598.28 feet, a distance of 178.19 feet, said curve having a long chord which bears N 47°08'19" W, a distance of 178.52 feet; thence Northwesterly on a curve to the right with a radius of 220.00 feet, a distance of 183.21 feet, said curve having a long chord which bears N 31°50'50" W, a distance of 177.96 feet; thence N 86°59'01" E, a distance of 109.17 feet; thence N 03°00'59" W, a distance of 180.00 feet to a point on the North line of said SE 1/4 of Section 15, said point also being on the South line of Lot 272, Millard Park, a subdivision located in the NE 1/4 of said Section 15; thence N 86°59'01" E along said North line of the SE 1/4 of Section 15, said line also being said South line of Millard Park and the Easterly extension thereof, a distance of 1856.87 feet; to the point of beginning.

Said tract of land contains an area of 2,027,848 square feet or 46.553 acres, more or less.

Robert Clark
ROBERT CLARK L.S.419 DATE MAR 20 2003

DEDICATION

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

In Witness whereof, we do set our hands.
BOYER YOUNG EQUITIES III, L.L.C.
Timothy W. Young
Timothy W. Young, managing member

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this 27TH day of MAR 2003, before me, the undersigned, a Notary Public in and for said County, personally came Timothy W. Young, managing member, BOYER YOUNG EQUITIES III, L.L.C., who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said L.L.C.

WITNESS my hand and Notarial Seal the day and year last above written.
Thomas R. Hunt
Notary Public

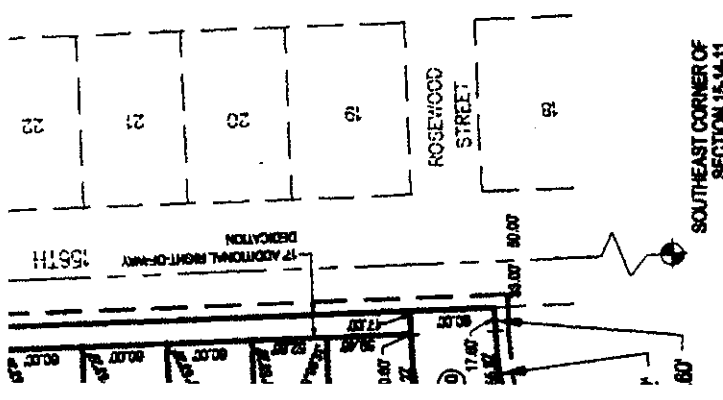
County Board of _____
County Planning _____

SPRINGHILL
SARPY COUNTY, NEBRASKA

Revisions
No. _____ Date _____

Print File: 20031021
Date: 03/20/03
Designed By: JJE
Drawn By: LBD
Checked By (Design):
Checked By (CADD):
Scale: 1" = 50'

FINAL PLAT
Sheet 1 of 1



SAND SURVEY
 BOYER YOUNG EQUITIES III, L.L.C.

DEDICATION

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

In Witness whereof, we do set our hands.
 BOYER YOUNG EQUITIES III, L.L.C.

Timothy W. Young
 Timothy W. Young, managing member

ACKNOWLEDGEMENT OF NOTARY

wd of

Springhill

Plat and Dedication

Filed 10-27-03, in Book 2003 at Page 35461, Instrument No. _____

X Grants a perpetual easement in favor of

X Omaha Public Power District,
U.S. West Communications X Qwest Comm
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 116 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 12-30-03, in Book 2003 at Page 74517, Instrument No. _____

X Omaha Public Power District,

U.S. West Communications Qwest Comm
Northwestern Bell Telephone Company

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

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

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 116 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or Amendment to Revocable Assn + Assumption of Deed Right
Dated 12-30-03 Filed 1-5-04, Book 2004 at Page 00375, Instrument No. 2003-74517 + notice

2003-74518 Consent and Ratification of Deed filed 12-30-03 Copy

Perm Eas 2003-74519 filed 12-30-03 Copy

Springhill

Plat and Dedication

Filed 6-27-03, in Book 2003 at Page 35461, Instrument No. _____

X Grants a perpetual easement in favor of

X Omaha Public Power District,

U.S. West Communications X West Comm

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 110 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 12-30-03, in Book 2003 at Page 74517, Instrument No. _____

X Omaha Public Power District,

U.S. West Communications West Comm

Northwestern Bell Telephone Company

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

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

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 110 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or Amendment to Revocable Assign & Assumption of Deed Right
Dated 12-30-03 Filed 1-5-04, Book 2004 at Page 00375, Instrument No. 2003-74517 & release

2003-74518 Consent and Ratification of Deed filed 12-30-03 Copy

Perm Case 2003-74519 filed 12-30-03 Copy

Springhill

lot H three 184

Plat and Dedication

Filed 4-4-03, in Book 03 at Page 17663, Instrument No. _____

X Grants a perpetual easement in favor of
X Omaha Public Power District,
U.S. West Communications X West Comm
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 110 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 12-30-03, in Book 2003 at Page 74517, Instrument No. _____

X Omaha Public Power District,
U.S. West Communications West Comm
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 110 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or Amendment to Revocable Assign + Assumption of Debt Right
Dated 12-30-03 Filed 1-5-04, Book 2004 at Page 00375, Instrument No. 2003-74517 & note

2003-74518 Consent and Ratification of Debt filed 12-30-03 Copy

Perm Easement 2003-74519 filed 12-30-03 Copy

Springhill

lot H three 184

Plat and Dedication

Filed 4-4-03, in Book 03 at Page 17663, Instrument No.

X Grants a perpetual easement in favor of

X Omaha Public Power District, U.S. West Communications X West Comm Northwestern Bell Telephone Company

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

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

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

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

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

Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 12-30-03, in Book 2003 at Page 74517, Instrument No.

X Omaha Public Power District,

U.S. West Communications West Comm Northwestern Bell Telephone Company

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

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

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or Amendment to Revocable Assignment & Assumption of Debt Right Dated 12-30-03 Filed 1-5-04, Book 2004 at Page 00375, Instrument No. 2003-74517 & notes

2003-74518 Consent and Ratification of Debt filed 12-30-03 Copy

Perm Eas 2003-74519 filed 12-30-03 Copy