

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth, is made by Charles G. Smith, hereinafter collectively referred to as the 'Declarant'.

PRELIMINARY STATEMENT

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

Lots 1 through 33 inclusive, and 99 through 168 inclusive, in Summerfield, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of the Lots and for the maintenance of the character and integrity of the area in general.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, value, desirability and attractiveness of such Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, as is more fully described herein. The Lots are and will be subject to all and each of the following conditions and other terms:

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof, as may hereafter be conveyed or dedicated for use as a church, school, park or other non-profit recreational purpose as may be approved, in writing, by Declarant, or their successors or assigns.
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 shall not exceed two and one-half stories in height.
3. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall not be less than the following minimum sizes:
 - A. 1300 square feet for a one-story dwelling;
 - B. 900 square feet on the 1st floor for a 1 1/2 story or 2-story dwelling; and
 - C. 1200 square feet for a split-level dwelling, (on split-level or split-entry dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed on top of other finished living areas)
 - D. An architectural committee will be appointed by the Declarant and will review and approve all plans and blueprints to be used in the construction of the home. This approval must be obtained in writing prior to commencement of construction. If the architectural committee determines that the proposed construction will not protect and enhance the integrity and character of the subdivision, approval may be withheld.
 - E. For each single-family dwelling there must be erected a private garage for not less than two cars, not more than three cars (each car stall to be a minimum size of ten feet by twenty feet).

FILED FOR RECORD

10-4-85

at 1:31 P.M.

in Book 58

of Series 81, 50

Page 2446 Carl L. Hildebrand

REGISTER OF DEEDS, SARPY COUNTY, NEB.

12390

58-2146A

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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

The Declarant desires to provide for the preservation of the values and amenities of the Lots and for the maintenance of the character and integrity of the area in general.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, value, desirability and attractiveness of such Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, as is more fully described herein. The Lots are and will be subject to all and each of the following conditions and other terms:

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof, as may hereafter be conveyed or dedicated for use as a church, school, park or other non-profit recreational purpose as may be approved in writing, by Declarant, or their successors or assigns.

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 shall not exceed two and one-half stories in height.

3. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall not be less than the following minimum sizes:

- A. 1300 square feet for a one-story dwelling;
- B. 900 square feet on the 1st floor for a 1 1/2 story or 2-story dwelling; and
- C. 1200 square feet for a split-level dwelling, (on split-level or split-entry dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed on top of other finished living areas);
- D. An architectural committee will be appointed by the Declarant and will review and approve all plans and blueprints to be used in the construction of the home. This approval must be obtained in writing prior to commencement of construction. If the architectural committee determines that the proposed construction will not protect and enhance the integrity and character of the subdivision, approval may be withheld.
- E. For each single-family dwelling there must be erected a private garage for not less than two cars, not more than three cars (each car stall to be a minimum size of ten feet by twenty feet).

58-2146

- F. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, well, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, flag pole, solar heating, or cooling device, tool shed, wind mill, wind generating equipment, or other external improvements, above or below the ground (hereinafter referred to as any "Improvement") shall be constructed, erected, placed, altered or demolished, nor shall any grading or excavation for any Improvement be commenced, except for improvements which have been approved by the Committee as follows:
- (1) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plan and plot plans to the Committee (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, location of structure proposed for such improvements. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.
 - (2) The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.
 - (3) Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Committee.
 - (4) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Committee, or to control, direct or influence the acts of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.
- G. The exposed front foundation wall, as well as any foundation wall facing a street of all main residential structures, must be constructed of or faced with brick or stone. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding.
- H. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No Lot shall 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 residence thereof. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or other construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale period of the Lots.
- I. No exterior television or radio antenna or satellite dish of any sort shall be permitted on any Lot.
- J. 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 outside of any garage at any time; nor shall vehicles or chattels offensive to the neighborhood be visibly stored, determined by a vote of the Homeowners Association at a regular meeting, majority rules, parked or abandoned in the neighborhood. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations and then in as inconspicuous a manner as possible.

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- K. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck or similar chattel shall be maintained, parked or stored on any Lot, other than in an enclosed structure, except that during the months of May through September such chattels may be parked in the driveway only. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a daily basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction should not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.
- L. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. All fuel tanks shall be buried beneath ground level. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.
- M. Exterior lighting installed on any Lot shall be indirect or of such a controlled focus and intensity as not to disturb the residence of adjacent Lots. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the above-mentioned front building line. All produce or vegetable gardens shall be maintained only in rear yards.
- N. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.
- O. A public sidewalk shall be constructed of concrete, four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the then owner of the Lot prior to the time of completion of the main structure and before occupancy or use thereof.
- P. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a dog house constructed so as to house one (1) dog shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or their assigns. Dog runs and the dog houses shall be placed at the rear of the building and concealed from public view.
- Q. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from general public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials; no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.
- R. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.
- S. No structure of a temporary character, trailer, basement, tent, out-building or shack shall be erected upon or used on any Lot at any time as a residence, either temporarily or permanently. No structures, dwellings, or modular housing improvements shall be moved in from outside Summerfield to any Lot.
- T. At the time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of one and one-half inches; such tree to be located in the front yard at least ten feet from the front Lot line. (23 feet from curb)

EASEMENTS

58-2140

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northeast Telephone Company, Peoples Natural Gas Co., the City of Papillion, Nebraska and Sanitary and Improvement District No. 1, Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground water and gas main and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service lines through and upon an 8-foot-wide strip of land adjoining the rear lines and a 5-foot-wide strip adjoining the side boundary lines of the Lots; such license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side Lot line easement is granted upon the specific condition that if all of such utility companies or entities fail to construct such facilities along any of the side Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in such easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

58-2146E

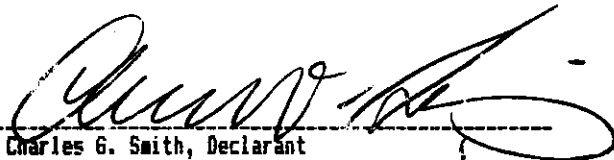
GENERAL PROVISIONS

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

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

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

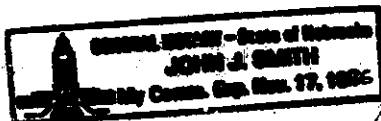
IN WITNESS WHEREOF the Declarant has caused these presents to be executed this 24th day of June, 1985.

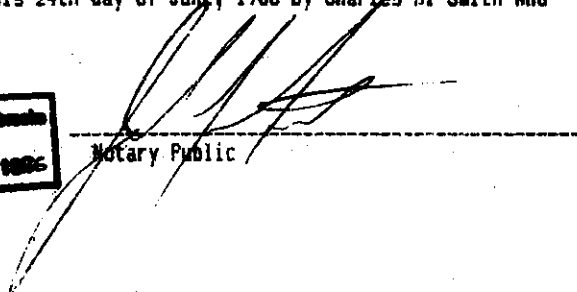

Charles G. Smith, Declarant


Nellie M. Smith, Declarant

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of June, 1985 by Charles G. Smith and Nellie M. Smith.




Notary Public

59-2176

NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF SUMMERFIELD,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by Charles G. Smith and C.S.I., hereinafter referred to as the "Declarants."

PRELIMINARY STATEMENT

1. WHEREAS, the Summerfield subdivision contains 168 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2. WHEREAS, Declarant Charles G. Smith is the owner of the following lots in Summerfield:

Lots 1-5, 7, 10, 20-31, 33-52, 54-117, 121-132, 134-163, and 150-168, inclusive, all in Summerfield, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

3. WHEREAS, Declarant C.S.I. is the owner of the following lots in Summerfield:

Lots 6, 8, 9, 11-13, 15-19, 32, 118-120, 133 and 149, inclusive, all in Summerfield, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

4. WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW THEREFORE, each Declarant hereby declares that all lots which are owned by each Declarant as described herein shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the

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59-2176A

above described lots, or any part thereof.

DEFINITIONS

A. "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, by excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Summerfield, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Declarants" shall mean and refer to Charles G. Smith, his successors and assigns, and C.S.I., a Nebraska corporation, its successors and assigns.

ARTICLE I
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all lots within Summerfield subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion ("five year term"), then every lot that is unimproved at the end of the five year term shall be subject to a charge of four hundred and fifty dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

59-2176B

All 168 lots in Summerfield subdivision shall be considered in determining whether ninety percent (90%) of the lots within Summerfield have been improved within the five year term. Only the 168 lots in Summerfield subdivision as mentioned herein shall be considered in determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system for the Summerfield subdivision.

Such charge shall be due and owing immediately upon the expiration of the five year term, and if such charge is not paid within sixty days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

59-2176C

In witness whereof, the undersigned, being the Declarants herein, have hereunto set its hand and seal this 15 day of July, 1986.

DECLARANTS:

C.S.I.

CHARLES G. SMITH

By:

[Signature]

By:

[Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me, this 15 day of July, 1986 by Charles G. Smith, President of C.S.I., a Nebraska corporation.

GENERAL NOTARY - State of Nebraska
LYNN W. WHISTON
My Comm. Exp. 3/18/88

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me, this 15 day of July, 1986 by Charles G. Smith.

GENERAL NOTARY - State of Nebraska
LYNN W. WHISTON
My Comm. Exp. 3/18/88

[Signature]
Notary Public

FILED FOR RECORD IN
BOOK 57 of Misc
PAGE 2176 1000

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[Signature]
REGISTER OF DEEDS

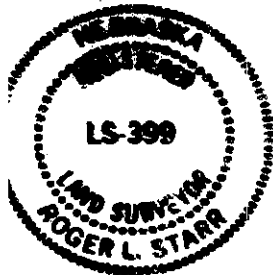
SUMMERFIELD

LOTS 1 THRU 168 INCLUSIVE

BEING A PLATTING OF PART OF THE S½ OF THE SE¼ OF SEC. 29,
T44N, R12E OF THE 6TH P.M., SARPY COUNTY, NEB.



THE NORTH SIDE OF SAID ROAD... of 1699.14 feet; thence southerly on a curve to the left with a radius of 1223.23 feet, a distance of 206.38 feet, said curve having a long chord which bears $89^{\circ}42'56''E$, a distance of 206.13 feet; thence southerly on a curve to the right with a radius of 702.10 feet, a distance of 321.42 feet, said curve having a long chord which bears $89^{\circ}13'20''E$, a distance of 319.15 feet; thence $S13^{\circ}13'53''W$, a distance of 146.72 feet; thence $S10^{\circ}11'02''W$, a distance of 322.22 feet; thence southerly on a curve to the left with a radius of 253.10 feet, a distance of 305.19 feet, said curve having a long chord which bears $89^{\circ}59'53''W$, a distance of 305.43 feet to a point on said 170th right-of-way line of Summerfield Road; thence along said North 170th right-of-way line of Summerfield Road the following described courses: thence $S19^{\circ}59'53''W$, a distance of 100.21 feet; thence $N85^{\circ}50'21''E$, a distance of 302.00 feet; thence $S71^{\circ}19'23''W$, a distance of 82.54 feet; thence $N89^{\circ}50'23''W$, a distance of 100.00 feet; thence $S71^{\circ}19'23''W$, a distance of 216.92 feet; thence $S8^{\circ}10'11''W$, a distance of 52.39 feet; thence $S89^{\circ}10'10''W$, a distance of 13.20 feet; thence $N89^{\circ}30'23''W$, a distance of 75.00 feet to the point of beginning.



Charles G. Smith
 Roger L. Starr
 Apr 20 1988

DEDICATION

Know all men by these presents that we, Summerfield, Inc., a Nebraska Corporation, owners of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots and streets and to be numbered and named as shown, said subdivision to be hereinafter known as Summerfield (Lots 1 thru 168 inclusive) and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we hereby dedicate to the public for public use the street, we do further grant a perpetual easement to the Omaha Public Power District, and Northwestern Bell Telephone Company, 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 transmission of signals and sound 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; and 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. 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 right herein granted.

In witness whereof we do hereunto set our hands this 26 day of April, 1988.

SUMMERFIELD, INC.

SUMMERFIELD, INC.

By: *Charles G. Smith*
 Charles G. Smith
 President

By: *Nellie M. Smith*
 Nellie M. Smith
 Vice-President

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF SARPY)

On this 26 day of April, 1988, before me the undersigned, a notary public, personally came Charles G. Smith, President and Nellie M. Smith, Vice-President of Summerfield, Inc. to me personally known to be the identical persons whose names are affixed to the foregoing instrument as such officer of said corporation, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written. My commission expires the 19 day of March, 1988.

ACKNOWLEDGEMENT

Leland Johnston

*Plats 89 50
 Plats*

SUMMERFIELD

Plat and Dedication

Filed 12/20/84, in Book 8 at Page 59, 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

PEOPLES NATURAL GAS, CITY OF MOBILE, SID
Filed 12/1/85, in Book 58 at Page 21460, Instrument No. _____

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

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

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

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

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

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to DECLARATION OF COVENANTS
Dated 7/14/86 Filed 7/29/86 Book 59 at Page 2176, Instrument No. _____

POSSIBLE TELEPHONE CONNECTION CHARGE

SUMNER FIELD

Plat and Dedication Filed 10/20/84, in Book 8 at Page 59 Instrument No.

X Grants a perpetual easement in favor of U.S. West Communications X 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

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 cut-de-sac streets. Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements, Restrictive Covenants Protective Covenants or Peoples Natural Gas, City of Moorhead, 510 Filed 10/18/85, in Book 58 at Page 2116D, Instrument No.

X Omaha Public Power District, U.S. West Communications X 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

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 cut-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 Delegation of Easement Dated 7/1/86 Filed 7/29/86 Book 59 at Page 2176, Instrument No. POSSIBLE TELEPHONE CONNECTION CHARGE