

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMERWOOD
LOTS 1 THROUGH 124

THIS DECLARATION, made on the date hereinafter set forth by SUMMERWOOD JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 124, Summerwood, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded exclusive of Out Lots A, B and C in said Subdivision.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A

RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or a two-story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling

houses constructed on a split entry ranch plan or split level plan shall have not less than 1,050 square feet on the main living floor level. That said areas are exclusive or porches or attached garages. Each house shall have a garage for not less than two automobiles.

A-2. No lot shall be used except for residential purposes. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke vibration and radiation.

A-4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-5. Dwellings shall not be moved from outside of Summerwood onto any lot unless the plans and specifications of the proposed dwelling and the location of the proposed dwelling have been first approved in writing by Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the master plan for development of the subdivision, or which do not maintain the harmony of external design and location in relation to the surrounding structures and topography as relates to the exterior attractive appearance and condition of the homes, common areas, streets, sidewalks, driveways and parking areas, including controls for the construction of foundations, the color of roofs and vents, and television antennas or reception discs. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within sixty (60) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

A-6. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-7. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-8. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of six (6) inches.

A-9. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank or antenna shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-10. 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 they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-11. No out building shall be erected, altered, placed or permitted to remain on any lot, unless construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, as stipulated hereinafter.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed nor any lot graded, in such a manner that in accordance with accepted engineering principles, it would interfere with such water drainage plan or cause damage to the building or neighboring building or lots.

A-17. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grade and under the standard set forth in

Paragraph 5 hereof; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph. Part of the purpose of which is to enhance and protect the value, desirability and attractiveness of said property.

PART B

EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, and license 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 both said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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.

B-2. All telephone and electric power service lines from property line to dwelling shall be underground.

B-3. Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and their assigns and successors will have an easement, together with rights of egress, ingress, and other access

thereto for the purpose of constructing, installing, maintaining, planting or renewing shrubs, trees, or other decorative or landscaping vegetation in, over and upon a strip abutting the northerly side boundary line of Lot 1 and abutting the southerly side boundary line of Lot 124, and abutting the westerly side boundary line of both lots of 20 feet in width for the purpose of having a subdivision sign and, further, for additional purposes of prohibiting any use thereof inconsistent with the use of this area for sign identification purposes.

PART C

GENERAL PROVISIONS

C-1. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

C-3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, 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 five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

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

C-5. The covenants, easement conditions and other terms set out in this Declaration of Covenants, Conditions and Restrictions of Summerwood Lots 1 through 124, shall be subject to the following enforcement:

- a. Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and every contract purchaser or owner of any lot herein described will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient or necessary for enforcement as to any of the lots described herein and to fix a reasonable charge for such action as a lien upon and charge against said lot in favor of Summerwood Joint Venture or Sanitary and Improvement District No. 321 or their successors or assigns.
- b. Every grantee, assign thereof or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

C-6. Summer Joint Venture or Sanitary and Improvement District No. 321 of Douglas County, Nebraska, or their successor or assigns shall have the right by an express written Permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant; and they will have the right at any time or from time to time to extend, modify, or terminate all or any part or parts of this Declaration other than the easements granted to other grantees. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 7th day of October, 1983.

DECLARANT:

SUMMERWOOD JOINT VENTURE,
A Joint Venture under
the Nebraska Uniform
Partnership Act.

By 

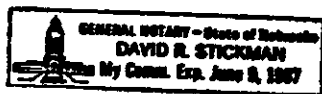
John C. Allen
President of Allen Young
Land Co., A Nebraska
Corporation and Joint
Venture General Partner

By Richard G. Eckstrom
 Richard G. Eckstrom
 Vice President of
 OMCO, Inc., A Nebraska
 Corporation and A Joint
 Venture General Partner

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 7th day of October, 1983, before me, a Notary Public qualified in and for said County, personally came the above-named John C. Allen, President of Allen Young Land Co., who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was its voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



David R. Stickman
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 7th day of October, 1983, before me, a Notary Public qualified in and for said County, personally came the above-named Richard G. Eckstrom, Vice President of OMCO, Inc. who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was its voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



David R. Stickman
 Notary Public

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 C. HAROLD OSTLER
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 DOUGLAS COUNTY, NEBR.

Book 698
 Page 712
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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMERWOOD
LOTS 125 THROUGH 277

THIS DECLARATION, made on the date hereinafter set forth by SUMMERWOOD JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 125 through 277, inclusive, being a platting of part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A

RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or a two-story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling

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houses constructed on a split entry ranch plan or split level plan shall have not less than 1,050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

A-2. No lot shall be used except for residential purposes. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke vibration and radiation.

A-4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-5. Dwellings shall not be moved from outside of Summerwood onto any lot.

A-6. No dwelling, building, outbuilding, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building lot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the dwelling, structure or improvement have been submitted in writing and approved in writing by Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant. Declarant or its designee shall consider such submitted written plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building lot and proposed finished grades; provided that Declarant or its designee specifically reserve the right to deny permission to construct any type of dwelling, structure or improvement which it determines will not conform to the master plan for development of the subdivision, or which does not maintain the harmony of external design and location in relation to the surrounding structures and topography as relates to the exterior attractive appearance and condition of the homes, common areas, streets, sidewalks, driveways and parking areas, including controls for the construction of foundations, the color of roofs and vents, and television antennas or reception discs. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its

designee to give either written approval or disapproval of a submitted written plan within sixty (60) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted written plan shall operate to release such building plot from the provisions of this paragraph.

A-7. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-9. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of six (6) inches.

A-10. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage can or trash container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-11. 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 they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed nor any lot graded, in such a manner that, in accordance with accepted engineering principles, it would interfere with such water drainage plan or cause damage to the building or neighboring building or lots.

PART B

EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, said license 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 both said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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.

B-2. All telephone and electric power service lines from property line to dwelling shall be underground.

B-3. Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and their assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto for the purpose of constructing, installing, maintaining, planting or renewing shrubs, trees, or other decorative or landscaping vegetation in, over and upon a strip abutting the northerly side boundary line of Lot 125, and abutting the southerly side boundary line of Lot 277, and abutting the westerly side boundary line of both lots of 25 feet in width for the purpose of having a subdivision sign and, further, for additional purposes of prohibiting any use thereof inconsistent with the use of this area for sign identification purposes.

PART C

GENERAL PROVISIONS

C-1. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

C-3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, 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 five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

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

C-5. The covenants, easement conditions and other terms set out in this Declaration of Covenants, Conditions and Restrictions of Summerwood Lots 1 through 124, shall be subject to the following enforcement:

a. Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and every contract purchaser or owner of any lot herein described will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient or necessary for enforcement as to any of the lots described herein and to fix a reasonable charge for such action as a lien upon and charge against said lot in favor of Summerwood Joint Venture or Sanitary and Improvement District No. 321 or their successors or assigns.

b. Every grantee, assign thereof or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

C-6. Summer Joint Venture or Sanitary and Improvement District No. 321 of Douglas County, Nebraska, or their successor or assigns shall have the right by an express written Permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant; and they will have the right at any time or from time to time to extend, modify, or terminate all or any part or parts of this Declaration other than the easements granted to other grantees. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

DECLARANT:

By John C. Bell

BY 

STATE OF NEBRASKA) SS.
COUNTY OF DOUGLAS)

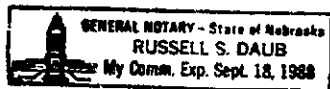
WITNESS my hand and notarial seal on the day and
year last above written.



STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 13TH day of AUGUST, 1985, before me, a Notary Public qualified in and for said County, personally came the above-named Royd A. Olsson, Vice President of Nebraska Investment Services, Inc. who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was its voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



[Signature]
 Notary Public

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AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMERWOOD
LOTS 125 THROUGH 277

THIS AMENDED DECLARATION, made on the date hereinafter set forth by SUMMERWOOD JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

Pursuant to Paragraph C-3 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated August 13, 1985, and recorded on August 21, 1985, in the office of the Register of Deeds of Douglas County, Nebraska, in Book 748 of Miscellaneous Records at Pages 677 through 684, the Declarant is authorized to amend the aforesaid Declaration in its full and absolute discretion for a period of five (5) years from August 13, 1985. Declarant therefor declares that the aforesaid Declaration shall be amended by deleting in its entirety the aforesaid Declaration and substituting in place thereof the following:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 125 through 277, inclusive, being a platting of part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A

RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or a two-story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1,050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

A-2. No lot shall be used except for residential purposes. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke vibration and radiation.

A-4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-5. Dwellings shall not be moved from outside of Summerwood onto any lot.

A-6. No dwelling, building, outbuilding, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building lot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the dwelling, structure or improvement have been submitted in writing and approved in writing by Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant. Declarant or its designee shall consider such submitted written plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building lot and

proposed finished grades; provided that Declarant or its designee specifically reserve the right to deny permission to construct any type of dwelling, structure or improvement which it determines will not conform to the master plan for development of the subdivision, or which does not maintain the harmony of external design and location in relation to the surrounding structures and topography as relates to the exterior attractive appearance and condition of the homes, common areas, streets, sidewalks, driveways and parking areas, including controls for the construction of foundations, the color of roofs and vents, and television antennas or reception discs. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted written plan within sixty (60) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted written plan shall operate to release such building plot from the provisions of this paragraph.

A-7. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-9. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of six (6) inches.

A-10. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage can or trash container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when

entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-11. 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 they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed nor any lot graded, in such a manner that, in accordance with accepted engineering principles, it would interfere with such water drainage plan or cause damage to the building or neighboring building or lots.

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUMMERWOOD
LOTS 278 THROUGH 347

RECEIVED
1987 JAN 26 PM 4:27
GEORGE J. DUKEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THIS AMENDED DECLARATION, made on the date hereinafter set forth by SUMMERWOOD JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, hereinafter referred to as the "Declarant",

W I T N E S S E T H :

Pursuant to Paragraph C-3 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated August 13, 1985, and recorded on August 21, 1985, in the office of the Register of Deeds of Douglas County, Nebraska, in Book 748 of Miscellaneous Records at Pages 677 through 684, the Declarant is authorized to amend the aforesaid Declaration in its full and absolute discretion for a period of five (5) years from August 13, 1985. Declarant therefor declares that the aforesaid Declaration shall be amended by deleting in its entirety the aforesaid Declaration and substituting in place thereof the following:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 278 through 347, inclusive, being a platting of part of the Northwest 1/4 of Section 2, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner

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517-524 91-173 DEL. VL MO BS
OF 711 (L) COMP. CP F/B M 1-37330

1397 MISC
3

PART A

RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or a two-story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1,050 square feet on the main living floor level. That said areas are exclusive of porches attached garages. Each house shall have a garage for not less than two automobiles.

A-2. No lot shall be used except for residential purposes. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke vibration and radiation.

A-4. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-5. Dwellings shall not be moved from outside of Summerwood onto any lot.

A-6. No dwelling, building, outbuilding, fence, wall, driveway, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building lot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the dwelling, structure or improvement have been submitted in writing and approved in writing by Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant. Declarant or its designee shall consider such submitted written plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon

the building lot and proposed finished grades; provided that Declarant or its designee specifically reserve the right to deny permission to construct any type of dwelling, structure or improvement which it determines will not conform to the master plan for development of the subdivision, or which does not maintain the harmony of external design and location in relation to the surrounding structures and topography as relates to the exterior attractive appearance and condition of the homes, common areas, streets, sidewalks, driveways and parking areas, including controls for the construction of foundations, the color of roofs and vents, and television antennas or reception discs. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted written plan within sixty (60) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted written plan shall operate to release such building plot from the provisions of this paragraph.

A-7. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-8. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-9. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time. In addition, vacant lots shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of six (6) inches.

A-10. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage can or trash container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every

street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-11. 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 they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed nor any lot graded, in such a manner that, in accordance with accepted engineering principles, it would interfere with such water drainage plan or cause damage to the building or neighboring building or lots.

PART B

EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, said license being granted for the use and benefit of all present and future owners of said lots; upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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.

B-2. All telephone and electric power service lines from property line to dwelling shall be underground.

PART C

GENERAL PROVISIONS

C-1. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

C-3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, 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 five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

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

C-5. The covenants, easement conditions and other terms set out in this Declaration of Covenants, Conditions and Restrictions of Summerwood Lots 278 through 347, shall be subject to the following enforcement:

a. Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and every contract purchaser or owner of any lot herein described will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient or necessary for enforcement as to any of the lots described herein and to fix a reasonable charge for such action as a lien upon and charge against said lot in favor of Summerwood Joint Venture or Sanitary and Improvement District No. 321 or their successors or assigns.

b. Every grantee, assign thereof or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

C-6. Summer Joint Venture or Sanitary and Improvement District No. 321 of Douglas County, Nebraska, or their successor or assigns shall have the right by an express written Permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant; and they will have the right at any time or from time to time to extend, modify, or terminate all or any part or parts of this Declaration other than the easements granted to other grantees. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

BGM 802 PAGE 523

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22nd day of January, 1987.

DECLARANT:

SUMMERWOOD JOINT VENTURE, A
Joint Venture under the
Nebraska Uniform Partnership
Act

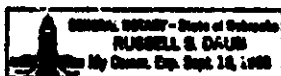
By: John C. Allen
John C. Allen
President of Allen Young
Land Co., A Nebraska
Corporation and Joint
Venture General Partner

By: James G. Hamlin
James G. Hamlin
Vice President, Nebraska
Investment Services, Inc.
A Nebraska Corporation,
and Joint Venture
General Partner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 22nd day of January, 1987, before me, a Notary Public qualified in and for said County, personally came the above-named John C. Allen, President of Allen Young Land Co., who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was its voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



James G. Hamlin
Notary Public

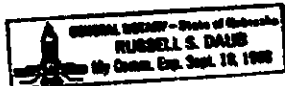
BOOK 802 PAGE 524

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 22nd day of January, 1987, before me, a Notary Public qualified in and for said County, personally came the above-named James G. Hamlin, Vice President of Nebraska Investment Services, Inc., who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was its voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.


Notary Public



1398 mm

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SUMMERWOOD JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, (herein referred to as "Grantor") is the developer for the land below described property located in Douglas County, Nebraska, to-wit:

Lots One Hundred Twenty-Five (125) and Two Hundred Seventy-Seven (277), as specifically described in the attached surveys marked Exhibit "A" and "B", respectively, herein incorporated, Summerwood, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

WHEREAS, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, its successors and assigns, (herein referred to as "Grantee") is the duly organized subdivision whose name shall be stated on the signs associated with this easement.

WHEREAS, it is the desire of the Grantor to grant and convey to the Grantee in and to itself, their successors and assigns, a sign easement to be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Summerwood, Lots 125 through 277, Douglas County, Nebraska.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and itself, and their successors and assigns, a sign easement, over, through and across property described and for the property set forth hereafter:

Summerwood Joint Venture, Sanitary and Improvement District No. 321 of Douglas County, Nebraska, and their assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto for the purpose of constructing, installing, maintaining, planting or renewing shrubs, trees, or other decorative or landscaping vegetation in, over and upon two strips as described in the attached legal descriptions marked Exhibit "A" and "B" for the purpose of having a subdivision sign and, further, for additional purposes of prohibiting any use thereof inconsistent with the use of this area for sign identification purposes.

All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the Grantor and the Grantee herein and to their respective successors and assigns and are controlled by the provisions of the Declaration of Covenants, Conditions and Restrictions of Summerwood, Lots 125 through 277.

IT WITNESS WHEREOF, the undersigned has caused this Easement Agreement to be signed and delivered in its partnership name on behalf its partners duly authorized this 23 day of October, 1985.

SUMMERWOOD JOINT VENTURE,
A Joint Venture under
the Nebraska Uniform
Partnership Act

Bý

John C. Allen
President of Allen Young
Land Co., A Nebraska
Corporation and Joint
Venture General Partner

By

~~James G. Hamlin~~
Vice President of
OMCO, Inc., A Nebraska
Corporation and A Joint
Venture General Partner

STATE OF NEBRASKA) SS.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me on the 23 day of October, 1985, by John C. Allen, President of Allen Young Land Co., and James G. Hamlin, Vice President of OMCO, Inc., General Partners, on behalf of Summerwood Joint Venture, a Joint Venture under the Nebraska Uniform Partnership Act.



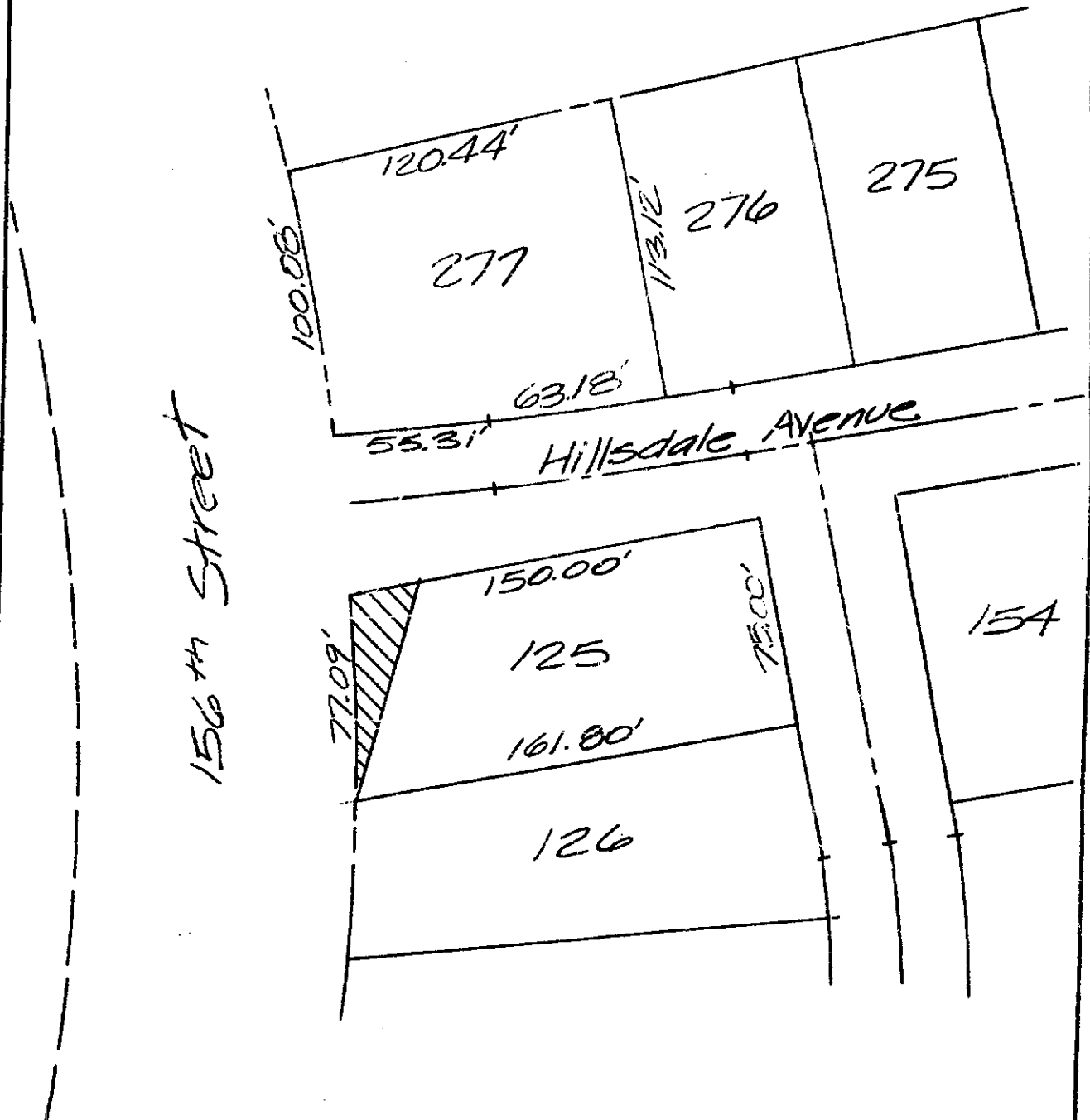
Notary Public

Exhibit "A"

BOOK 755 PAGE 541

A permanent easement for the construction and maintenance of entrance signs on that part of Lot 125, SUMMERWOOD, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

Beginning at the Northwest corner of said Lot 125; thence N 81°47'11" E (bearings based on the Summerwood recorded plat) for 25.0 feet along the Northerly line of said Lot 125; thence S 18°11'44" W for 84.86 feet to the Southwest corner of said Lot 125; thence along a curve to the left (having a radius of 995.00 feet and a long chord bearing N 1°18'20" E for 77.07 feet) for an arc distance of 77.09 feet along the Westerly line of said Lot 125 to the Point of Beginning. Contains 912 Square feet.



Book _____ Page _____ Date _____ Job Number _____



lamp, ryneason & associates, inc.
architects engineers surveyors planners

14747 columbia street

omaha, nebraska 68154

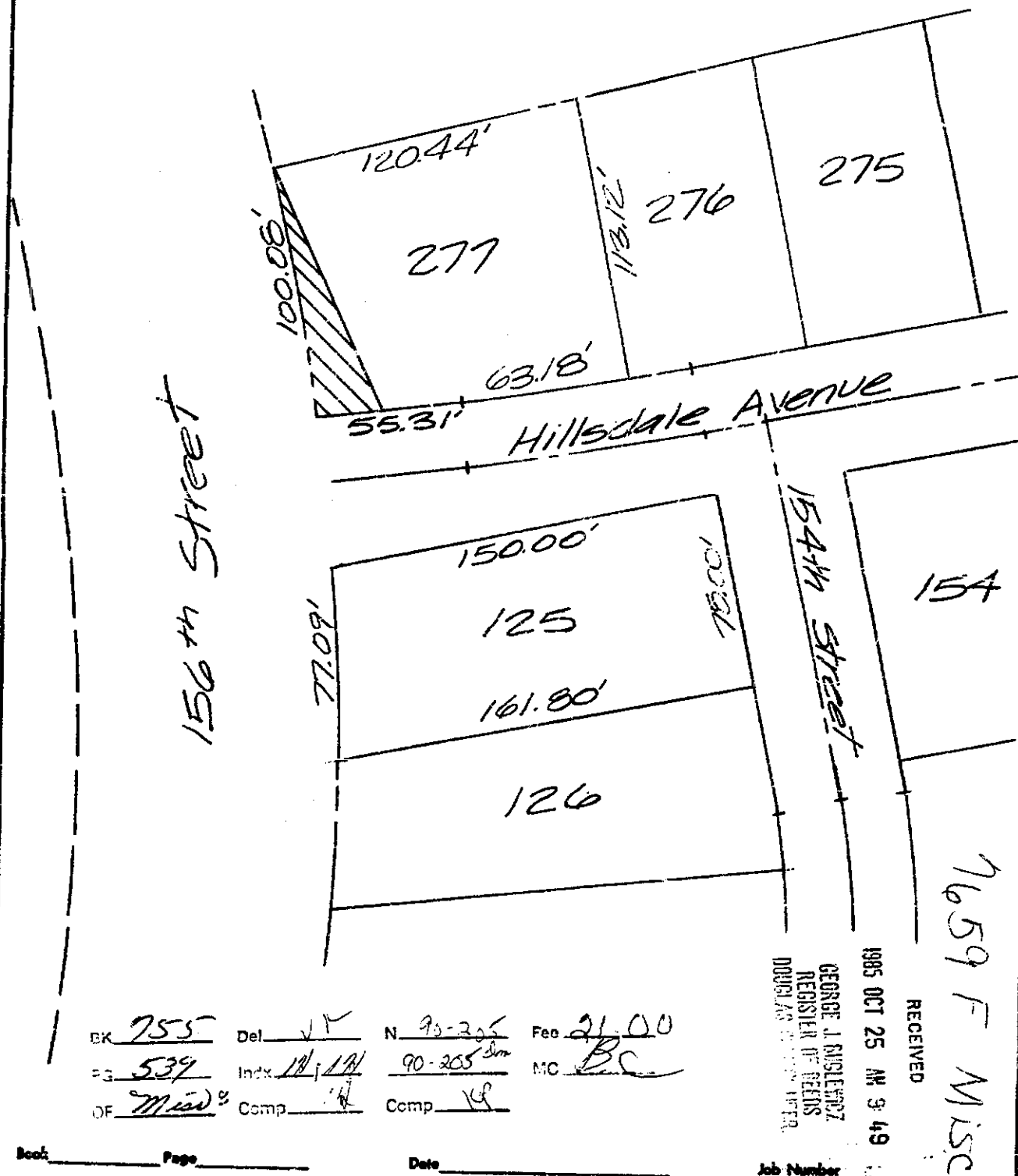
402-486-2488

EXHIBIT "B"

BOOK 755 PAGE 542

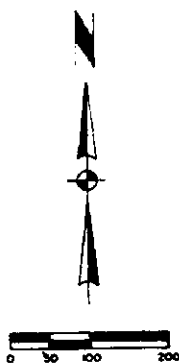
A permanent easement for the construction and maintenance of entrance signs on that part of Lot 277, SUMMERWOOD, a subdivision as surveyed, platted, and recorded, in Douglas County, Nebraska, described as follows:

Beginning at the Southwest corner of said Lot 277; thence N 87°04'15" E (bearings based on the Summerwood recorded plat) for 25.0 feet along the Southerly line of said Lot 277; thence N 20°59'40" W for 104.93 feet to the Northwest corner of said Lot 277; thence along a curve to the right (having a radius of 995.00 feet and a long chord bearing S 7°15'00" E for 100.04 feet) for an arc distance of 100.08 feet along the Westerly line of said Lot 277 to the Point of Beginning. Contains 1163 square feet.



SUMMERWOOD

LOTS 278-347 INCLUSIVE, BEING A PLATTING OF
PART OF THE NORTHWEST 1/4 OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th
P.M. DOUGLAS COUNTY, NEBRASKA.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have made a boundary survey of the subdivision herein described and that temporary monuments have been placed at all angle points on the boundary of the plat and that a bond has been posted with the City of Omaha, Nebraska, in order to ensure that permanent monuments will be placed at all corners of all lots, streets, angle points and ends of all curves, said subdivision to be known as SUMMERWOOD, lots 270 through 347, inclusive, being a platting of that part of the Northwest 1/4 of Section 2, Township 18 North, Range 11 East of the 6th N.M., Douglas County, Nebraska, described as follows: Beginning at the Northeast corner of Lot 257, SUMMERWOOD, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska; thence South 89° 51' 42" West (bearing, based on the SUMMERWOOD Final Plat) for 175.00 feet along the North line of said Lot 257, SUMMERWOOD to the East line of Lot 254, SUMMERWOOD; thence North 0° 19' 15" West for 40.00 feet to the Northeast corner of said Lot 254, SUMMERWOOD; thence South 89° 39' 24" West for 88.24 feet to the Northeast corner of said Lot 258, SUMMERWOOD; thence South 89° 30' 03" West for 98.11 feet to the North corner of Lot 260, SUMMERWOOD; thence South 89° 05' 16" West for 91.42 feet to the North corner of Lot 261, SUMMERWOOD; thence North 89° 32' 32" West for 68.39 feet to the North corner of Lot 263, SUMMERWOOD; thence North 59° 03' 38" West for 73.54 feet to the North corner of Lot 264, SUMMERWOOD; thence North 59° 07' West for 72.53 feet to the North corner of Lot 265, SUMMERWOOD; thence North 59° 45' 16" West for 72.53 feet to the North corner of Lot 266, SUMMERWOOD; thence North 42° 30' 25" West for 72.53 feet to the North corner of Lot 267, SUMMERWOOD; thence North 60° 15' 34" West for 72.53 feet to the North corner of Lot 268, SUMMERWOOD; thence North 60° 21' West for 72.53 feet to the North corner of Lot 269, SUMMERWOOD; thence North 79° 18' 20" West for 104.77 feet to the North corner of Lot 270, SUMMERWOOD; thence South 0° 05' 36" East for 12.65 feet along the easterly line of said Lot 270, SUMMERWOOD; thence North 89° 10' 18" West for 157.77 feet along the northerly line of Lot 271, SUMMERWOOD to the Northeast corner of said Lot 271, SUMMERWOOD; thence North 29° 55' 26" West for 78.64 feet to the North corner of Lot 272, SUMMERWOOD; thence North 00° 42' 58" West for 143.97 feet; thence North 89° 56' 01" East for 1148.88 feet parallel and 33.00 feet South from the North line of the Northeast 1/4 of said Section 2 to the East line of the Northwest 1/4 of said Section 2; thence South 0° 18' 15" East for 845.01 feet along the East line of the Northwest 1/4 of said Section 2 to the Point of Beginning. Contains 20.54 acres.

[Signature]
Robert D. Powell-Registered Land Surveyor 2328

Apr. 29, 1986
RDP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, SUMMERWOOD JOINT VENTURE, a Joint Venture organized under the Nebraska Uniform Partnership Act, composed of ALLEN YOUNG LAND CO., a Nebraska Corporation, and NEBRASKA INVESTMENT SERVICES, INC., a Nebraska Corporation, and GEORGE E. NELSON and LORNE E. NELSON (husband and wife), WILLIAM A. NELSON and NORMA J. NELSON (husband and wife), ROBERT H. BARTELS and VERA M. BARTELS (husband and wife), DENNIS KARLOFF and JOAN KARLOFF (husband and wife), DALE PLAMBECK and JUDITH F. PLAMBECK (husband and wife), and LARRY A. BOTT and JANICE L. BOTT (husband and wife), hereinafter known as SUMMERWOOD, the sole owner and mortgage holders of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereinafter known as SUMMERWOOD; and we do hereby certify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public the streets as shown on the plat; and we also do hereby grant sewer and drainage easements as shown on the plat. We do further grant a perpetual easement to the Omaha Public Power District and to the 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 remove poles, wires, crossarms, downspouts and anchors, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception thereon, 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 all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term "rear boundary 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. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and remove, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all cul-de-sac streets. No permanent buildings, trees, retaining walls, or loose rock 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.

SUMMERWOOD JOINT VENTURE, A Joint Venture organized under the Nebraska Uniform Partnership Act, DAME

ALLEN YOUNG LAND CO., A Nebraska Corporation,
Joint Venture General Partner

NEBRASKA INVESTMENT SERVICES, INC., a Nebraska Corporation,
Joint Venture General Partner

By: *[Signature]*
John C. Allen, President
[Signature]
George E. Nelson
[Signature]
Lorne E. Nelson
[Signature]
William A. Nelson
[Signature]
Norma J. Nelson
[Signature]
Dennis Karloff
[Signature]
Joan Karloff
[Signature]
John Karloff

By: *[Signature]*
James G. Martin, Vice President
[Signature]
Larry A. Bott
[Signature]
Janice L. Bott
[Signature]
Dale Plambeck
[Signature]
Judith F. Plambeck
[Signature]
Robert H. Bartels
[Signature]
Vera M. Bartels

ACKNOWLEDGMENTS OF NOTARIES

State of Nebraska }
County of Douglas } SS

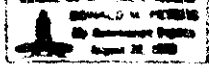
On this 28 day of April, 1986, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared JOHN C. ALLEN, who is personally known to me to be the President of ALLEN YOUNG LAND CO., a Nebraska Corporation, General Partner of SUMMERWOOD JOINT VENTURE, a Joint Venture organized under the laws of the Nebraska Uniform Partnership Act, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed and the voluntary act and deed of said Joint Venture.



Notary Public

State of Nebraska }
County of Douglas } SS

On this 28 day of April, 1986, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared JAMES G. MARTIN, who is personally known to me to be the Vice President of NEBRASKA INVESTMENT SERVICES, INC., a Nebraska Corporation, General Partner of SUMMERWOOD JOINT VENTURE, a Joint Venture organized under the laws of the Nebraska Uniform Partnership Act, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed and the voluntary act and deed of said Joint Venture.



Notary Public

State of Nebraska }
County of Douglas } SS

On this 28 day of April, 1986, before me, a Notary Public, duly commissioned and qualified for said County, appeared GEORGE E. NELSON and LORNE E. NELSON (husband and wife); WILLIAM A. NELSON and NORMA J. NELSON (husband and wife); ROBERT H. BARTELS and VERA M. BARTELS (husband and wife); DENNIS KARLOFF and JOAN KARLOFF (husband and wife); DALE PLAMBECK and JUDITH F. PLAMBECK (husband and wife); and LARRY A. BOTT and JANICE L. BOTT (husband and wife), who are personally known to me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed.

LINDA J. HAINES
GENERAL NOTARY State of Neb.
My Comm. Exp. Oct. 6, 1986

[Signature]
Linda J. Haines
Notary Public

COUNTY SURVEYOR'S CERTIFICATE

This plat of SUMMERWOOD was reviewed by the Douglas County Surveyor's office.

APRIL 29, 1986
Date

[Signature]
Douglas County Surveyor

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, this 18 day of May, 1986.

Deputy

[Signature]
Douglas County Treasurer

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE this plat of SUMMERWOOD (lots 1/4 through 320, inclusive) as to the design standards, this 19th day of May, 1986.

I HEREBY CERTIFY that adequate provisions have been made for compliance with Chapter 33 of the Omaha Municipal Code.

October 19, 1986

[Signature]
City Engineer

APPROVAL OF CITY PLANNING BOARD

This plat of SUMMERWOOD was approved by the City Planning Board of the City of Omaha this 14th day of May, 1986.

[Signature]
City Planning Board

APPROVAL OF OMAHA CITY COUNCIL

This plat of SUMMERWOOD was approved and accepted by the City Council of Omaha on this 14th day of May, 1986.

[Signature]
City Council

FINAL PLAT

lamp, rymerson & associates, inc.
14749 millerlane street
omaha, nebraska 68144
402-488-8888

SUMMERWOOD (3rd Platting)
DOUGLAS COUNTY, NEBRASKA

Designer	MPN
Draftsman	JLR
Checker	LJD
Revisions	
Job number	78088-377
Sheet	1 of 1
Date	APRIL 14, 1986
Author	

Plat and Dedication

Summerwood

Filed 10-6-85 in Book 1756 at Page 517 Instrument No. _____

Grants a perpetual easement in favor of:

☒ Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
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 ☒ 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 8-21-85 in Book 748 at Page 677 Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
and any cable company granted a cable television franchise system: And / or

all telephone & electric power service line from Property here to dwelling shall be underground
for utility, installation and maintenance on, over, through, under and across: or

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

Summerwood JT Venture, SID# 321 own have an easement together with rights of egress, ingress and other access thereto for the purpose of constructing, installing, maintaining on over upon a strip abutting the northerly side boundary line of lot 125 & southerly Easement Right of Way 1st, 2nd, 3rd or _____ Amendment to _____
Dated 9-5-85 Filed 9-5-85 Book 450 at Page 356 Instrument No. Same easement as above
over lot 277 and abutting the westerly side boundary line of both lot of 25 ft in width for the purpose of having Subdivision signs.

828/
282 Perm Storm Sewer & Drainage easement filed 10-5-87
lot 198 & lot 36
copy

Plat and Dedication

Summerwood

Filed 10-6-85 in Book 1756 at Page 517, Instrument No. _____

Grants a perpetual easement in favor of:

☒ Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
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 ☒ 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 8-21-85, in Book 748 at Page 677, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC

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

All telephone & electric power service line from Property here to dwelling shall be underground
for utility, installation and maintenance on, over, through, under and across: or

a 5 foot wide strip of land ^{adjoining rear} ~~abutting the front~~ and the side boundary lines of all lots;

an _____ 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.

Summerwood JT Venture, SID# 321 Den have an easement
together with Right of egress, ingress and other Access thereto for
the purpose of constructing, installing, maintaining on over upon a
strip abutting the northerly side boundary line of lot 125 & southerly
Easement Right of Way 1st, 2nd, 3rd or _____ Amendment to 748-677
Dated 9-5-85 Filed 9-5-85 Book 750 at Page 356, Instrument No. Same easement as above
side lot 277 and abutting the westerly side boundary line of both
lot of 25 ft in width for the purpose of having Subdivision Signs.

955-539 Ease Agreement filed 10-25-85 Copy (lot 125 + 277)
957-395 miss filed 3-27-91 Copy (lot 125)

Summerwood

Lot 1 thru 124

Plat and Dedication
Filed 10-24-83, in Book 1716 at Page 513, 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 10 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 10-24-83, in Book 698 at Page 172, 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

adjoining rear
a 5 foot wide strip of land ~~abutting the front~~ and the side boundary lines of all lots;
an _____ 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 _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

EASE 828-275 filed 10-5-87 From David Wiese to SID #321
for A Perm Sewer and Drainage EASEMENT 05 ft

Copy

Summerwood

lot 278 - 347

C-

Plat and Dedication

Filed 10-15-86, in Book 1789 at Page 666, 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 5 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 8-21-85, in Book 148 at Page 677, 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

STD # 321

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining rear} ~~abutting the front~~ and the side boundary lines of all lots;
an _____ 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 148-677
Dated _____ Filed 6-26-87, Book 802 at Page 517, Instrument No. _____

Summerwood

lot 278 - 347

Plat and Dedication:

Filed 10-15-86, in Book 1789 at Page 616, 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 5 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 8-21-85, in Book 1498 at Page 677, 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

STD # 321

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

a 5 foot wide strip of land ~~abutting the front~~ ^{adj. to rear} and the side boundary lines of all lots;
an _____ 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 148-677
Dated _____ Filed 6-26-87, Book 802 at Page 517, Instrument No. _____
