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BOOK 975 PAGE 337

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SECOND AMENDMENT TO TERMINATION OF AGREEMENT
AND EASEMENT AGREEMENT

RECEIVED
 REG. OF DEEDS
 DOUGLAS COUNTY, NE

This Second Amendment to Termination of Agreement and Easement Agreement made and entered into this 8 day of August, 1991, by and among LYMAN-RICHEY CORPORATION, a Delaware corporation ("Lyman-Richey"), CURTIS ACRES, INC., a Nebraska corporation ("Curtis Acres"), RICHARD J. SLABAUGH and BARBARA C. SLABAUGH, husband and wife, JAMES R. ERIXON and MARY C. ERIXON, husband and wife, LEE D. SEEMANN AND WILLA SEEMANN, husband and wife, LAWRENCE E. ROFFMAN and SYLVIA ROFFMAN, husband and wife, TODD A. DUNKER and BARBARA DUNKER, husband and wife, ROBERT R. LaMOTTE and REGINA LaMOTTE, husband and wife, RONALD K. PARSONAGE and GAIL PARSONAGE, husband and wife, THOMAS F. OSTERLOH and ARLENE OSTERLOH, husband and wife, STEVEN C. FRANSON and DEBRA FRANSON, husband and wife, HENRY S. WHITEHEAD and JAN WHITEHEAD, husband and wife, FREDERICK H. BACKER and MARCIA BACKER, husband and wife, JOHN C. SCHROEDER and JULIA SCHROEDER, husband and wife, J. PAUL ROACH and JAN ROACH, husband and wife, EDMUND J. LESLIE and PATRICIA LESLIE, husband and wife, RONALD H. STAVE and JANE STAVE, husband and wife, WILLIAM W. SMITH and MARY JANE SMITH, husband and wife, LEE D. SEEMANN, JR., a single person, STEPHEN L. HOSMAN, a single person, and JEAN CURTIS LORENZ, a single person (collectively "Purchasers")

WITNESSES THAT:

WHEREAS, the parties entered into a Termination of Agreement and Easement Agreement dated February 25, 1989, which

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was amended by Amendment to Termination of Agreement and Easement Agreement dated June ____, 1989 (jointly the "Agreement") pursuant to which Agreement the parties granted reciprocal easements with respect to the use of certain water areas located partly on the Lyman-Richey Land and partly on the Curtis Acres Land in contemplation of the development of these properties for residential and recreational purposes; and

WHEREAS, Lyman-Richey currently is conducting its sand and gravel operations on a portion of the Lyman-Richey Land; and

WHEREAS, Lyman-Richey has initially contemplated that it would not begin the development of any of the Lyman-Richey Land until it had completed its sand and gravel operations on all of the Lyman-Richey Land; and

WHEREAS, Lyman-Richey has now determined to develop and sell Lyman-Richey Land in stages beginning with the northerly part thereof; and

WHEREAS, Lyman-Richey has subdivided the Lyman-Richey Land into twenty (20) residential lots known as Lots 23 through 42, inclusive, and Outlot 1, Curtis Acres, a Subdivision as surveyed, platted and recorded, Douglas County, Nebraska, as is more specifically shown at the attached Exhibit "A" (the "Lyman-Richey Plat"); and

WHEREAS, Curtis Acres and the Purchasers have heretofore entered into a Declaration of Covenants, Conditions, Restrictions and Easements dated July 17, 1989, which was recorded in the Office of the Register of Deeds for Douglas

County, Nebraska, in Miscellaneous Book 894 at Page 106 (the "Declarations"); and

WHEREAS, Lyman-Richey initially desires to subject Lots 23 through 28 of the Lyman-Richey Plat to a similar set of covenants, conditions, restrictions and easements with the understanding that the remaining residential lots will be included upon Lyman-Richey's completion of its sand and gravel operations; and

WHEREAS, the parties are desirous that Lots 23 through 28 of the Lyman-Richey Plat immediately become a part of the Curtis Acres Association as defined in the Declarations.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. Lyman-Richey Easement. Effective upon (i) the recordation in the office of the Register of Deeds for Douglas County, Nebraska of the Declaration of Covenants, Conditions, Restrictions and Easements, a copy of which are attached hereto and marked Exhibit B, and (ii) the execution hereof with respect to Lots 23 through 28 of Curtis Acres, a Subdivision in Douglas County, Nebraska, and effective as to the remainder of the Property (the "Remainder") upon (i) recordation in the office of the Register of Deeds for Douglas County, Nebraska, a Declaration of Covenants, Conditions, Restrictions and Easements substantially in the form as attached hereto as Exhibit B and (ii) upon the implementation of a plan or plans of development of the Remainder into single family lots for sale or rental, Curtis

Acres and Purchasers grant to Lyman-Richey, its successors, assigns, grantees and lessees, and the invitees of any of them, a perpetual, non-exclusive easement over, under, and upon any water areas (other than those water areas within 10 feet of any shoreline) located within the boundaries of the Curtis Acres Property described on Exhibit "C" attached hereto, for the purpose of boating (with boats powered by motors not to exceed a total of 20 horsepower for pontoon boats of sixteen feet or longer and in all other cases not to exceed 10 horsepower), sailing, fishing, and swimming. Nothing stated herein shall be deemed to allow the operation in the easement area of "Jet Ski" equipment or similar self-propelled water skiing or water sport equipment. When Lyman-Richey has completed such operations and is prepared to implement its development plan for the Remainder, it shall record the Declaration of Covenants, Conditions and Restrictions for the Remainder and it shall so notify Curtis Acres and Purchasers and furnish to them a copy of its development plan and shall simultaneously therewith convey to Curtis Acres Association, a Nebraska non-profit corporation, all of Outlot 1, Curtis Acres, a Subdivision in Douglas County, Nebraska. Such development plan shall be deemed implemented upon the bona fide sale or lease of the first lot in the Remainder. Until such time as such Declaration is filed, such outlot conveyed, and the plan is implemented, this easement will not become effective with respect to the Remainder. Nothing stated herein shall be deemed to grant an easement on any shoreline located within the Curtis Land."

2. Paragraph 3 of the Agreement is deleted in its entirety.

3. Lyman-Richey and Purchasers each hereby grant to the other reciprocal perpetual easements for motor vehicular and pedestrian rights-of-way over those areas designated on the plats of Curtis Acres as private roadways.

4. Except as specifically amended herein, the Agreement shall remain in full force and effect as originally executed and as heretofore amended.

Dated the day and year first above written.

LYMAN-RICHEY CORPORATION

CURTIS ACRES, INC.

By

Richard J. Slabaugh

James R. Erixon

Lawrence E. Roffman

Lee D. Seeman

Todd A. Dunker

Robert R. LaMotte

Ronald K. Parsonage

Thomas F. Osterloh

Henry S. Whitehead

Frederick H. Backer

By

Barbara C. Slabaugh

Mary C. Erixon

Sylvia Roffman

Willa Seeman

Barbara Dunker

Regina LaMotte

Gail Parsonage

Arlene Osterloh

Jan Whitehead

Marcia Backer

John C. Schroeder
John C. Schroeder

Julie Schroeder
Julie Schroeder

J. Paul Roach
J. Paul Roach

Jan Roach
Jan Roach

Edmund J. Leslie
Edmund J. Leslie

Patricia Leslie
Patricia Leslie

Ronald H. Stave
Ronald H. Stave

Jane Stave
Jane Stave

William W. Smith
William W. Smith

Mary Jane Smith
Mary Jane Smith

Stephen L. Hosman
Stephen L. Hosman

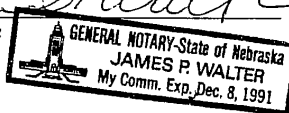
Lee D. Seemann, Jr.
Lee D. Seemann, Jr.

Jean Curtis Lorenz
Jean Curtis Lorenz

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 1st day of AUGUST, 1991, by THOMAS A. DAUGHMAN
PRESIDENT + CEO, of Lyman-Richey Corporation, a
Delaware corporation, on behalf of the corporation.

James P. Walter
Notary Public

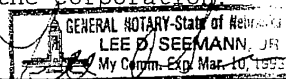


Steve Hanson

Debra S. Hanson

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

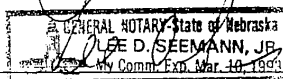
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Jean Curtis Luv, Ph.D.
 of Curtis Acres, Inc., a
 Nebraska corporation, on behalf of the corporation.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

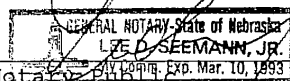
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Richard J. Slabaugh
 and Barbara C. Slabaugh, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

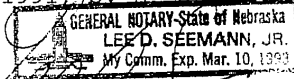
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by James R. Erixon and
 Mary C. Erixon, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

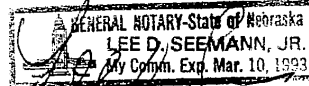
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by L. E. Roffman and
 Sylvia Roffman, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Lee D. Seemann and
 Willa Seeman, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

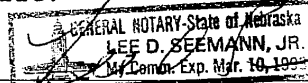
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Todd A. Dunker and
 Barbara Dunker, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

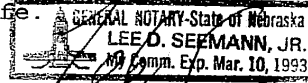
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Robert R. LaMotte
 and Regina LaMotte, husband and wife.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

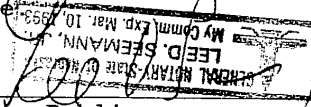
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Ronald K. Parsonage
 and Gail Parsonage, husband and wife.



Notary Public

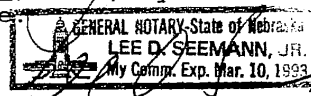
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Thomas F. Osterloh
 and Arlene Osterloh, husband and wife.


 Notary Public

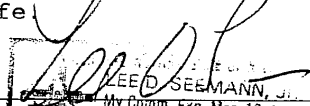
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Steven C. Franson
 and Debra Franson, husband and wife.


 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Henry S. Whitehead
 and Jan Whitehead, husband and wife.


 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Frederick H. Backer
 and Marcia Backer, husband and wife.


 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by John C. Schroeder
 and Julie Schroeder, husband and wife.

Notary Public
 LEE D. SEEMANN, JR.
 My Comm. Exp. Mar. 10, 1993

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by J. Paul Roach and
 Jan Roach, husband and wife.

Notary Public
 LEE D. SEEMANN, JR.
 My Comm. Exp. Mar. 10, 1993

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Edmund J. Leslie
 and Patricia Leslie, husband and wife.

Notary Public
 LEE D. SEEMANN, JR.
 My Comm. Exp. Mar. 10, 1993

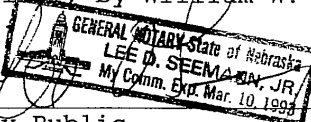
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this _____ day of _____, 1991, by Ronald H. Stave and
 Jane Stave, husband and wife.

Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

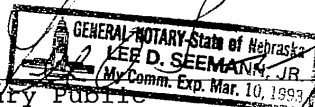
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by William W. Smith
 and Mary Jane Smith, husband and wife



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

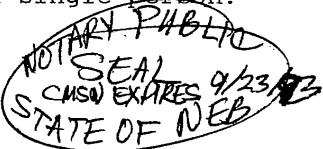
The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Stephen L. Hosman,
 a single person.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

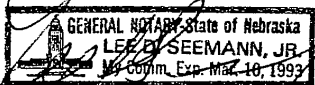
The foregoing instrument was acknowledged before me
 this 8TH day of AUGUST, 1991, by Lee D. Seeman, Jr.,
 a single person.



Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of Aug, 1991, by Jean Curtis Lorenz,
 a single person.



Notary Public

John C. Schroeder

Julie Schroeder

J. Paul Roach

Jan Roach

Edmund J. Leslie

Patricia Leslie

Ronald H. Stave

Jane Stave

William W. Smith

Mary Jane Smith

Stephen L. Hosman

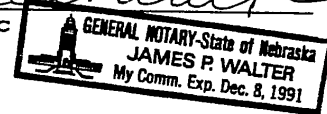
Lee D. Seemann, Jr.

Jean Curtis Lorenz

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 1st day of AUGUST, 1991, by Thomas A. Daughman
PRESIDENT + CEO, of Lyman-Richey Corporation, a
 Delaware corporation, on behalf of the corporation.

Notary Public

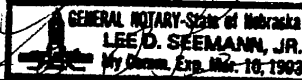


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

BOOK 975 PAGE 349

ss.

The foregoing instrument was acknowledged before me
this 8 day of Aug, 1991, by John C. Schroeder
and Julie Schroeder, husband and wife

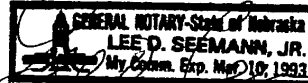


Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me
this 8 day of Aug, 1991, by J. Paul Roach and
Jan Roach, husband and wife.

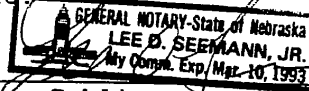


Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me
this 8 day of Aug, 1991, by Edmund J. Leslie
and Patricia Leslie, husband and wife.



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me
this 8th day of August, 1991, by Ronald H. Stave and
Jane Stave, husband and wife.



Sandra K. Edler
Notary Public

4. Except as specifically amended herein, the Agreement shall remain in full force and effect as originally executed and as heretofore amended.

Dated the day and year first above written.

LYMAN-RICHEY CORPORATION

CURTIS ACRES, INC.

By _____

By _____

Richard J. Slabaugh

Barbara C. Slabaugh

James R. Erixon

Mary C. Erixon

Lawrence E. Roffman

Sylvia Roffman

Lee D. Seeman

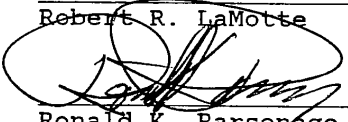
Willa Seeman


Todd A. Dunker

Barbara Dunker

Robert R. LaMotte

Regina LaMotte


Ronald K. Parsonage


Gail Parsonage

Thomas F. Osterloh

Arlene Osterloh

Henry S. Whitehead

Jan Whitehead

Frederick H. Backer

Marcia Backer

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this _____ day of _____, 1991, by Lee D. Seemann and
 Willa Seeman, husband and wife.

 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this _____ day of _____, 1991, by Todd A. Dunker and
 Barbara Dunker, husband and wife.

 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

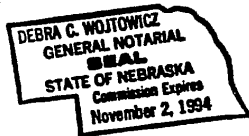
The foregoing instrument was acknowledged before me
 this _____ day of _____, 1991, by Robert R. LaMotte
 and Regina LaMotte, husband and wife.

 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 this 8 day of August, 1991, by Ronald K. Parsonage
 and Gail Parsonage, husband and wife.

Debra C. Wojtowicz
 Notary Public



DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made this ____ day of _____, 1991
by LYMAN-RICHEY CORPORATION, a Delaware corporation (the
"Declarant").

RECITALS:

Declarant is the owner of the real estate (the "Property") described on Exhibit "A" attached hereto, and desires to subject that portion thereof described thereon as the initial plat (the "Initial Plat") to covenants, conditions, restrictions and easements appropriate, concurrent or necessary to preserve and promote its character as a private residential Lake development pursuant to a general scheme of development and use of the real property.

Upon the completion of its sand and gravel operations, Declarant will submit the remainder of the Property to these same covenants, conditions, restrictions and easements.

Curtis Acres, Inc., a Nebraska corporation, which owns or owned certain property to the east and others have heretofore subdivided their property and have executed and filed a similar Declaration dated July 17, 1989 and recorded in the Office of the Register of Deeds for Douglas County, Nebraska in Miscellaneous Book 894 at Page 106 (the "Curtis Acres Declaration").

Declarant intends to convey portions of the Initial Plat to purchasers, which purchasers will be entitled to membership in the Curtis Acres Association, a Nebraska nonprofit corporation (the "Association"), all as more particularly set forth in its Amended Articles of Incorporation.

To effectuate such general scheme of development and use, Declarant is desirous of subjecting the Initial Plat to the covenants, conditions and restrictions set forth herein to assure proper development of the real property and proper use of the Lake area.

DECLARATIONS:

NOW, THEREFORE, in consideration of the matters herein recited, Declarant does hereby declare:

1. Involved Property. The Initial Plat is and will be acquired, conveyed, demised, inherited, sold or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration.

2. Other Definitions. For purposes of this Declaration, the following terms shall have the meanings set forth below:

EXHIBIT "B"

a. Lot. Portions of the Initial Plat conveyed by Declarant as individual building Lots, which Lots are more particularly described as Lots 23 through 28, inclusive, Curtis Acres, a subdivision in Douglas County, Nebraska.

b. Common Area. That portion of the Initial Plat designated as common areas on Exhibit A.

c. Lake. The entire body of water situated upon the Property.

d. Association. Curtis Acres Association, a Nebraska nonprofit corporation, referred to in paragraph 5 of the Curtis Acres Declaration.

3. Covenants. The Initial Plat is and will be through June 30, 2014, subject to all and each of the following conditions and other terms (the "Covenants"):

a. All Lots shall be used only for single family residential purposes, which residences shall be located within the designated building area located within each Lot by the engineer and so staked. Only one residence shall be located on each Lot and each residence shall only be occupied by the Lot Owner and his family and shall not be rented or leased provided an additional guest house shall be permitted on Lot 24.

b. Construction at a residence should begin within one year after completion of purchase of a Lot, and must proceed diligently and be completed within a reasonable time. All residences must actually be occupied within six (6) months following the completion of construction. All residences must be constructed on the Lot, and no trailer home, mobile home, modular home or other building or structure constructed in whole or in part off the Lot shall be allowed except for Lot 24 upon which the existing house shall be a permitted structure.

c. Garages, which shall be for the use only of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence.

d. No material of any nature shall be deposited in the Lake adjoining each Lot nor shall any change be made in the shoreline of such Lake without the prior written consent of the Association. No Lot or parcel shall be increased in size by filling in the Lake. The elevation of a Lot shall not be changed so as to materially affect its surface elevation or grade in relation to adjoining Lots. No rock, gravel or clay shall be excavated or removed from any portion of the Initial Plat for commercial purposes except by Declarant.

e. All plans for any improvement to any Lot must first be approved by the Association as provided in paragraph 6 hereof.

f. All dwellings shall have a minimum of 1,500 square feet under one roof including screened porch and shall be no higher than two stories above grade.

g. All dwellings not supplied by a water utility or hooked up to a sanitary sewer system shall have their own wells and septic systems designed and located so as to meet all governmental health specifications and all other applicable laws and regulations.

h. Propane tanks must be underground or fenced from view.

i. All utility and cable TV lines must be underground from main utility and cable TV service.

j. Fencing on individual property boundaries shall be a maximum of six (6) feet in height. No barbed wire shall be used on any fence. Privacy fences adjacent to patios attached to dwellings are permissible. All fencing, other than privacy fencing around patios that are attached to dwellings, shall be chain link fencing or such other fencing materials as is approved in writing by the Association.

k. The use of exterior radio or stereo equipment is not allowed between the hours of 12:00 midnight to 8:00 a.m.

l. Trash receptacles and containers shall be in complete conformity with all health laws, rules and regulations. No trash or garbage incinerators nor any trash or garbage burning will be permitted. All trash shall be removed from each Lot at regular intervals and at owner's expense. All trash and garbage shall be kept in closed containers and all trash receptacles and containers shall be screened from view.

m. No trucks, except pickup trucks or similar sized vans or recreational vehicles, and no commercial-type vehicles shall be stored or parked on any Lot, unless parked in an enclosed garage, nor shall any such vehicles be parked on any road in the Initial Plat unless engaged in transporting to or from a residence in the area. No campers, house trailers, camping trailers or tents shall be permitted on the Initial Plat without the prior written permission of the Association. Any owner's recreational vehicle shall be parked out of view from adjacent Lots. No automobile, truck, motorcycle or other vehicle will be repaired, torn down, or stored on any Lot other than in an enclosed structure.

n. No pets other than house pets will be permitted to be kept on any Lot and no pet shall be allowed to roam outside its owner's Lot.

o. The use of firearms is prohibited and no hunting or trapping shall be allowed in the Initial Plat unless authorized by the Association to remove harmful creatures.

p. Any boat motor or combination of motors on any boat used on the Lake shall not exceed a total maximum of 10 horsepower based on the manufacturers' rating except for pontoon boats 16 feet or longer where a maximum of 20 horsepower is permissible. The Lake shall be used for swimming, boating, and fishing only; water skiing or "jet skiing" will not be allowed at the Lake at any time.

q. All boats must conform to the Nebraska laws and regulations as to operation, conduct of operator, and equipment.

r. No swimming or boating on the Lake will be allowed between the hours of 11:00 p.m. and 6:00 a.m.

s. No guests shall be allowed the use of the Lake without the homeowner, immediate family, or overnight house guests being present.

t. Docks, diving boards, and other recreational facilities may be constructed in the Lake adjoining the front of the Lot, but will be attached to and will extend no more than 24 feet from shoreline. The Association must approve the design and installation of all such facilities in writing prior to installation. No other facilities or improvements other than those specified in this paragraph shall be built in the Lake.

u. No all-terrain vehicles (2,3,4 wheel) or snowmobiles or similar vehicles shall be allowed on the Initial Plat.

v. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Initial Plat and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot provided the initial purchaser of Lot 24 shall not be required to control weeds on Lot 24 until the immediately adjacent lots are sold.

w. No owner of any part of the Initial Plat will do or permit to be done any act upon its property which may be, or is, or may become a nuisance.

x. No exposed or exterior radio or television transmission antennas (other than the existing antenna on Lot 24), or any other antennas shall be erected, placed, or

maintained on any part of any Lot, provided, however, that one satellite dish per lot may be installed in a location previously approved in writing by the Association. Any exterior lighting must be approved by the Association as provided in paragraph 6 hereof.

y. All Lot owners shall carry adequate liability insurance (\$1,000,000 minimum) due to the nature of the joint use of the total property. Such insurance shall name the Association as an additional insured. Current certificates of insurance shall be filed with the Association. Any Lot owner failing to provide such insurance may be excluded from use of the easement on the Lake referred to in paragraph 4a(2) below.

z. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement except as approved by the Association except that one "For Sale" sign not to exceed 10 square feet in sign area may be placed adjacent to the roadway. Nothing herein shall be construed to prevent the Association from erecting, placing or maintaining signs as may be deemed necessary by it for the maintenance of the area.

4. Easements. The Initial Plat is and will be perpetually subject to all and each of the following easements:

a. The Association and each Lot owner, and their respective agents, invitees, contractors, heirs, personal representatives, successors, and assigns shall have the following perpetual, non-exclusive easements:

(1) Easement for vehicular and pedestrian access over and upon the roadway easement area legally described on Exhibits "D" and "E" to the Curtis Acres Declaration and so designated on the Initial Plat. The Declarant and the Association shall also be permitted to install the roadway easement area and to maintain the same from time to time as each may determine.

(2) Easement for access by boat or other water transportation permitted by these covenants, swimming, fishing, and other water recreation upon all portions of the Property covered by the Lake.

Use of the easement areas shall be subject to all applicable restrictions on use thereof set forth in Paragraph 3 hereof.

b. The Declarant, the Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, any cable television service, and any other utility companies and their respective successors and assigns will have a perpetual, non-exclusive easement, together with right of ingress and egress and other access

thereto, over, under, and upon the easement area so designated on the Initial Plat attached hereto, for the purpose of installing, maintaining, repairing, and operating any utility lines and systems, including but not limited to water, gas, electrical, telephone, cable television, and sewer lines.

c. The Association shall have a perpetual non-exclusive easement over and upon all portions of the Initial Plat which lie within ten feet (10') of the shoreline of the Lake, for purposes of maintaining the Lake shoreline.

The easements granted herein shall run with the Initial Plat, including all Lots and the common areas, and shall be binding on and inure to the benefit of the heirs, personal representatives, successors, and assigns of Declarant and of all subsequent owners of the Initial Plat, all Lots contained therein, and the common area. At no time shall any permanent structure be placed in any easement area, other than (i) paving in the roadway easements area and permitted docks in the Lake easement area and (ii) the existing light towers on Lot 24.

5. The Association. The Initial Plat and each Lot included therein, is and will be through June 30, 2014, or for such longer or other period as may be otherwise fixed, included in membership in the Association subject to all and each of the following conditions and other terms:

a. The Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, safety, recreation, and other non-profitable interests by acquiring, maintaining, operating, contribution to the acquisition, operation, and maintenance of, or otherwise making available for use any one or more common areas, open spaces, parks, recreational areas, tennis courts, and any other recreational equipment, facilities, grounds or structures; by acquiring and maintaining or contribution to the acquisition and maintenance of appropriate insurance coverages for its property and activities; by exercising architectural control and securing compliance with or enforcement of such control through these covenants and other appropriate legal action; by providing general maintenance, repairs, and services for the common areas, roadway easement area, Lake area, and other property owned or used by the Association; by installing, operating, and maintaining such utility services and systems as it determines from time to time; by fixing, collecting or abating assessments, dues, and other charges to finance its operations and perform such duties; to delegate by contract the management and general conduct of its affairs; and to acquire, by purchase or otherwise, and to hold and dispose of any real or personal property, wherever located, and to

engage in any other venture for the mutual nonprofitable interests of its members.

b. Each Lot will be automatically included in membership in the Association as a benefit or burden running with and a charge upon the ownership of each such Lot.

c. Assessments, dues or other charges for each Lot included in membership as fixed by the Association in the manner set out in its Articles of Incorporation or its Bylaws, as from time to time amended, will each constitute until abated or paid, a lien upon and charge against each Lot in favor of the Association, but no such lien upon any such Lot will at any time be superior to any earlier or later established lien upon such Lot to secure a loan, the proceeds of which are used to construct a residence thereon or to purchase such Lot or to make any permanent improvements thereon. Such lien may be enforced by foreclosure upon such Lot in like manner as a mortgage on real property is foreclosed under the laws of the State of Nebraska.

d. The obligations and privileges of membership in the Association will, in the manner set out in its Articles of Incorporation or its Bylaws, as from time to time amended, extend to contract purchasers and owners of all Lots included in membership and appertain to and be coterminous with the duration of the ownership interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such ownership interest and membership.

e. The Association will have the right in the manner set out in its Articles of Incorporation or its Bylaws, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members or any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

6. Approval of Plans. No improvements of any nature shall be constructed, erected, placed, altered, maintained or permitted on any Lot (except with respect to existing improvements on Lot 24) until detailed plans and specifications with respect thereto in a form reasonably satisfactory to the Association showing the proposed improvement, including a site plan, exterior elevations, exterior lighting, materials, colors, landscaping, grading, and such other information as the Association may require has been submitted to and approved in writing by the Association. The Association may designate an Architectural Committee to perform this function. The Association, its members, and any Committee designated by the Association shall not be liable for damages to

anyone submitting plans to it for approval, or to any Owner, Buyer, prospective buyer, mortgagee, or any other person or entity who may have an interest or prospective interest in any Lot or Lots, by reason of any mistake in judgment, negligence, or misfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve the same.

7. Enforcement. The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

a. The Association and every contract purchaser or owner of any Lot (as herein defined or as defined in the Curtis Acres Declarations) 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 the common ground or as to any such Lot of any covenant or easement granted to it or to such contract purchaser or owner and to fix a reasonable charge for such action as to any such Lot as a lien upon and charge against such Lot in favor of the Association.

b. Every grantee, assignee, or successor of the grantee 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.

8. Extension, Modification, Termination. The conditions and other terms of this Declaration are and will be subject to the following provisions for extension, modification, or termination.

a. The Association will 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 or easement granted to the Association; and the Association will have the right in the manner set out in its Articles of Incorporation or Bylaws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part of this Declaration other than easements theretofore granted to other grantees.

b. Any grantee, assignee, or successor of the grantee will have the right by an express written termination to terminate any easement granted to such grantee, but any such termination shall not affect the rights to use of such easement by other grantees thereof.

9. Miscellaneous.

a. Severability. All of the conditions, covenants, restrictions, and reservations contained in this Declaration shall be construed together, but if it shall at any time be

held that any one of such conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

b. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property or the Initial Plat to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to the purposes expressed herein.

c. Benefits and Burdens. The terms and provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Association, and the owners of the Lots and their respective heirs, successors, personal representatives, and assigns. Each tenant shall be subject to this Declaration, but no tenant shall take any rights hereunder or be deemed to be a third party beneficiary hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration
at Omaha, Douglas County, Nebraska.

LYMAN-RICHEY CORPORATION, a Delaware corporation

By
Its

Its Pres. C.E.O.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of AUGUST, 1990, by THOMAS A. BAUGHMAN, RESIDENT + CEO of LYMAN-RICHEY CORPORATION, a Delaware corporation, on behalf of the corporation.

GENERAL NOTARY State of Nebraska
JAMES P. WALTER
My Comm. Exp. Dec. 8, 1991

That part of the West 1/2 of the East 1/2 and the East 1/2 of the West 1/2 of Section 17, T15N, R10E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at a point on the West line of the NE 1/4 of said Section 17 that is 33.0 feet South from the NW corner of the NE 1/4 of said Section 17; thence S00°07'23"E (an assumed bearing) for 909.30 feet along the West line of the NE 1/4 of said Section 17; thence S89°05'13"E for 448.0 feet, along a line 942.30 feet South from and parallel with the North line of the NE 1/4 of said Section 17; thence N00°07'23"W for 909.30 feet, along a line 448.0 feet East from and parallel with the West line of the NE 1/4 of said Section 17; thence S89°05'13"E for 882.27 feet along a line 33.0 feet South from and parallel with the North line of the NE 1/4 of said Section 17; thence S00°10'10"E for 2,610.07 feet along the East line of the West 1/2 of the NE 1/4 of said Section 17; thence N89°11'40"W for 386.0 feet along the South line of the NE 1/4 of said Section 17; thence S00°11'47"E for 2609.16 feet along a line that is 386.0 feet West from and parallel with the East line of the West 1/2 of the SE 1/4 of said Section 17; thence N89°14'35"W for 949.67 feet along a line 33.0 feet North from and parallel with the South line of the SE 1/4 of said Section 17; thence N00°07'23"W for 1288.46 feet along the West line of the SE 1/4 of said Section 17 to the SE corner of the NE 1/4 of the SW 1/4 of said Section 17; thence N89°12'55"W for 402.66 feet along the South line of the NE 1/4 of the SW 1/4 of said Section 17 to a point that is 932.0 feet East from the SW corner of the NE 1/4 of the SW 1/4 of said Section 17; thence N38°18'01"W for 197.09 feet to a point that is 810.0 feet East from the West line of the NE 1/4 of the SW 1/4 and 153.0 feet North from the South line of the NE 1/4 of the SW 1/4 of said Section 17; thence N00°03'41"W for 394.0 feet along a line that is 810.0 feet East from and parallel to the West line of the NE 1/4 of the SW 1/4 of said Section 17 to a point that is 547.0 feet from the South line of the NE 1/4 of the SW 1/4 of said Section 17; thence N 38°24'46"W for 197.41 feet to a point that is 700.0 feet North from the South line of the NE 1/4 of the SW 1/4 of said Section 17 and 687.50 feet East from the West line of the NE 1/4 of the SW 1/4 of said Section 17; thence N89°12'55"W for 687.50 feet along a line that is 700 feet North from and parallel with the South line of the NE 1/4 of the SW 1/4 of said Section 17; thence N00°03'41"W for 621.93 feet along the West line of the NE 1/4 of the SW 1/4 of said Section 17 to the NW corner of the NE 1/4 of the SW 1/4 of said Section 17; thence N00°03'37"W for 2,208.67 feet along the West line of the East 1/2 of the NW 1/4 of said Section 17; thence S89°12'28"E for 500.0 feet along a line 436.50 feet South from and parallel with the North line of the NW 1/4 of said Section 17; thence N00°03'37"W for 403.50 feet along a line 500.0 feet West from and parallel to the West line of the East 1/2 of the NW 1/4 of said Section 17; thence S89°12'28"E for 830.38 feet along a line 33.0 feet South from and parallel with the North line of the NW 1/4 of said Section 17 to the Point of Beginning. Contains 229.9 acres more or less.

EXHIBIT "C"