

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 16th day of September, 1977, between Crescent Oaks, a joint venture, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several strips of land lying in Lots 6, 7, 9, 10, 30, 31, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 95, and 96 of Crescent Oaks and in Lot 108 of Crescent Oaks Replat, as now platted and recorded, in Douglas County, Nebraska, said strips being more particularly described as follows:

The East Seven (7) feet of Lot Six (6);

A strip of land lying in Lot Seven (7), being Seven (7) Feet wide, lying along and parallel to the right-of-way line of 148th Avenue, said strip being all that portion of said lot lying within Seven (7) feet of said right-of-way line;

The North Seven (7) feet of Lot Nine (9);

The South Seven (7) feet of Lot Ten (10); also the East Ten (10) feet of the North Twenty-nine (29) feet of the South Thirty-six (36) feet of said Lot Ten (10);

A strip of land lying in Lot Thirty (30), being Seven (7) feet wide, lying along and parallel to the Southerly property line of said Lot Thirty (30), said strip being the Southerly Seven (7) feet of said lot;

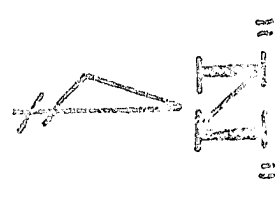
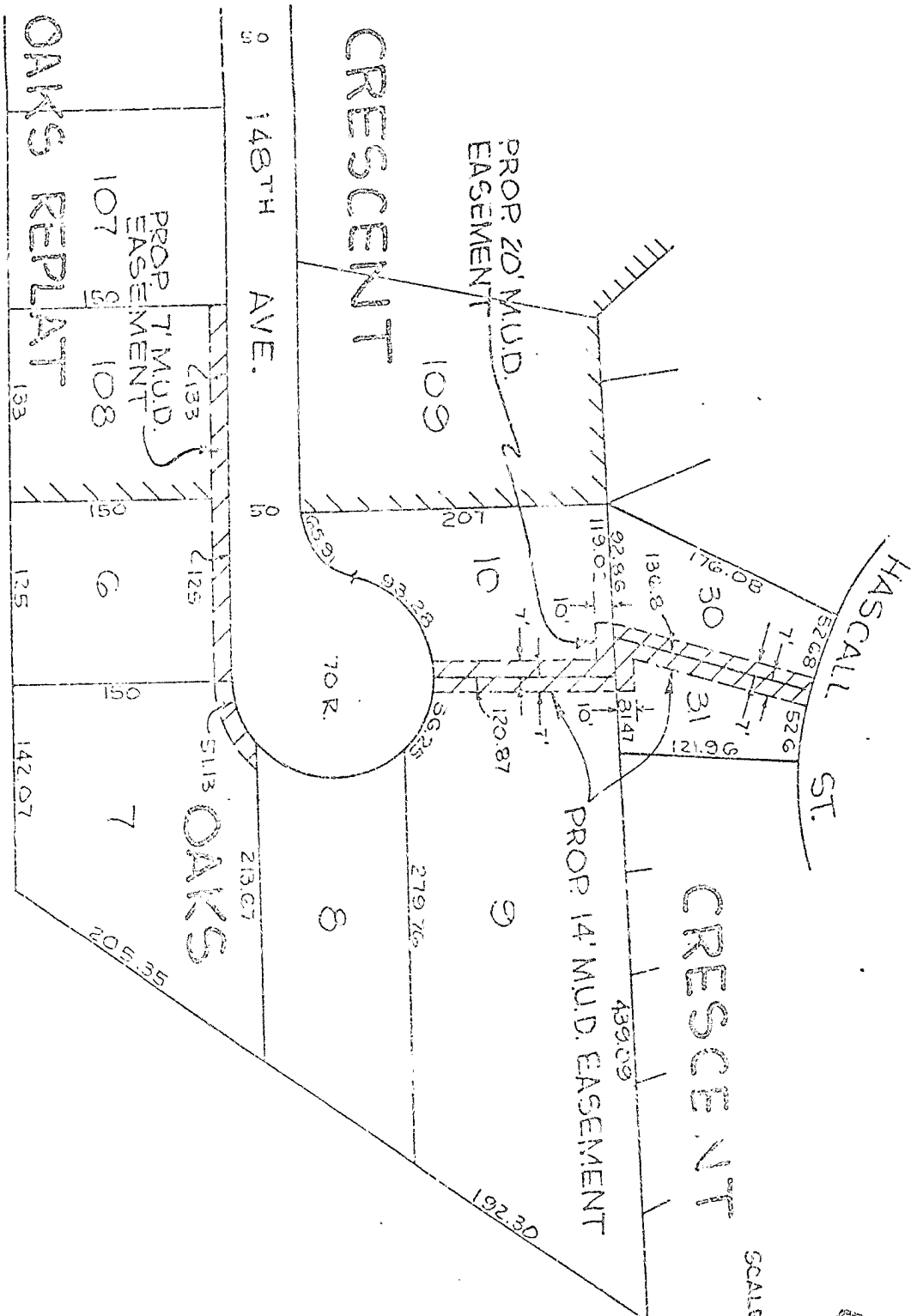
A strip of land lying in Lot Thirty-one (31), being Seven (7) feet wide, lying along and parallel to the Northerly property line of said Lot Thirty-one (31), said strip being the Northerly Seven (7) feet of said lot; also a strip of land lying in said Lot Thirty-one (31), being Ten (10) feet wide, lying along and parallel to the West property line of said Lot Thirty-one (31), said strip extending South from the Northwest corner of said lot a distance of Thirty-three and Sixteen Hundredths (33.16) feet;

A strip of land lying in Lots Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), and Fifty-nine (59), being Five (5) feet wide, lying along and parallel to the right-of-way line 147th Circle, said strip being all that portion of said lot lying within Five (5) feet of said right-of-way line;

A strip of land lying in Lot Ninety-five (95), being Seven (7) feet wide, lying along and parallel to the Northerly property line of said Lot Ninety-five (95), said strip being the Northerly Seven (7) feet of said lot;

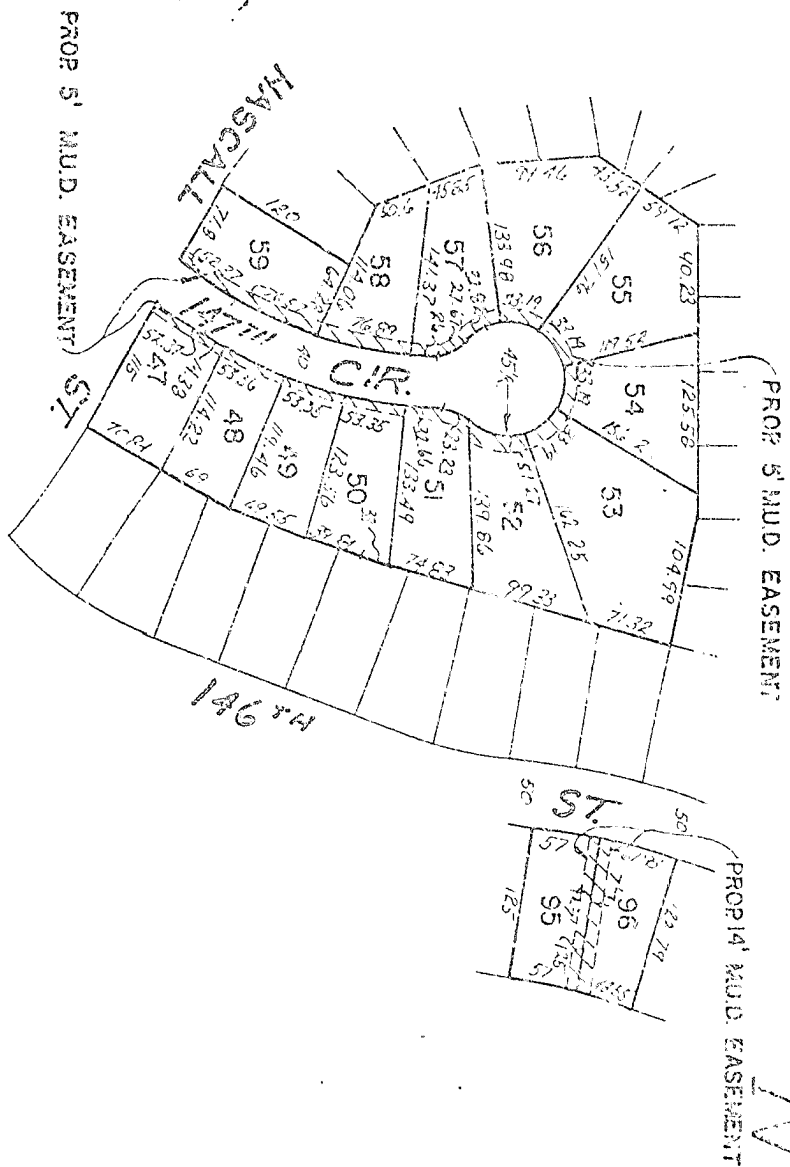
A strip of land lying in Lot Ninety-six (96), being Seven (7) feet wide, lying along and parallel to the Southerly property line of said Lot Ninety-six (96), said strip being the Southerly Seven (7) feet of said lot;

The East Seven (7) feet of Lot one Hundred Eight (108).



DRAWN BY: <u>AE</u> DATE: <u>2-8-77</u>	
CHECKED BY: <u>AE</u> DATE: <u>2-8-77</u>	
APPROVED BY: <u>DRS</u> DATE: <u>7-8-77</u>	
REVISED BY: _____	DATE: _____
REV. CH'D BY: _____	DATE: _____
REV. APPROV. BY: _____	DATE: _____
TOTAL ACRES: <u>0.24</u>	
LEGEND	
PERMANENT EASEMENT <u>ZZZZ</u>	
LAND OWNER CRESCENT OAKS JOINT VENTURE	
EASEMENT ACQUISITION FOR W.C.C. 5408 G.C.C. 7083	
METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	

CRESCENT OAKS



METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR WCC 5408
GCC 7883

LAND OWNER
CRESCENT OAKS
JOINT VENTURE

TOTAL ACRES 0.24

LEGEND
PERMANENT EASEMENT EZZZ

PAGE 2 OF 2

DRAWN BY KC.W. DATE 7-22-77
 CHECKED BY A.V. DATE 7-25-77
 APPROVED BY LR DATE 7-27-77
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOTS 6 THROUGH 10, INCLUSIVE, AND LOT 14,
CRESCENT OAKS,
AND
LOTS 104 THROUGH 111, INCLUSIVE,
CRESCENT OAKS REPLAT

THIS DECLARATION, made on the date hereinafter set forth by CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation, hereinafter referred to as "Declarant,

WITNESSETH:

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

Lots 6 through 10, inclusive, and Lot 14, Crescent Oaks, a platted and recorded subdivision in Douglas County, Nebraska; and Lots 104 through 111, Crescent Oaks Replat, a platted and recorded subdivision in 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 restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These 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.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by the Declarant or its assigns. The building, structure or alteration herein referred to shall be constructed

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in accordance with said plans and specifications, and any changes shall be approved in writing by the Declarant or its assigns. The plans and specifications submitted shall include and/or show the following:

Site Plan

Site Utilities Plan

Grading and Drainage Plan

Floor Plans

Exterior Elevations, showing all materials

Outside Storage Areas

Fences, showing location, materials and height

Signs, including free standing signs and wall signs
(Including those painted on the wall)

Landscaping Plan

Exterior Color Chips and Samples

2. Uses of Property. The general use of the above described property shall be limited to the following restriction(s):

a. Any use permitted in Zoning District I-1, FIRST INDUSTRIAL DISTRICT, Zoning Code, City of Omaha, as revised and currently in force, will be permitted.

3. Zoning Regulations. Except for more restrictive regulations as herein provided, or those the declarant or its assigns may hereafter place on any lot or the entire property, the Zoning Code, City of Omaha, shall apply. Zoning changes shall not be applied for without written approval of the Declarant or its assigns.

4. Front Yards. The entire area between the curb and the building at all abutting public streets shall be grass, landscaping, or parking and drives surfaced with a suitable hard surface dustless material.

5. Signs. No signs of any kind or description shall be placed, exposed to view, or permitted to remain on any portion of Crescent Oaks, until approval in writing of the size, working and design of such sign shall have been obtained from the Declarant, or its assigns. This approval shall not be required for street markers, traffic signs, and other signs displayed by the City of Omaha or by other governmental units. In the event that any sign other than those described above shall be placed or exposed to view on any of the property covered by these restrictions, the officers or agents of the Declarant or its assigns are hereby given the right to enter upon any such property and remove such signs.

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6. Temporary Structures. No structure of a temporary nature shall be placed on the premises.

7. Parking Areas. All vehicular parking shall be off-street. The area between the curb line and property line on all street frontages shall be used only for drives (perpendicular to the street), sidewalks, grass or landscaping. The number of parking spaces shall be sufficient for employees, visitors, and customers. There shall be no storage, servicing or dismantling of vehicles in the parking area. All parking areas shall be surfaced with a suitable hard surface dustless material.

8. Loading Areas. All loading and unloading areas shall be off-street. No loading and unloading areas shall be located in the front yard, unless the front of such loading and unloading doors shall be set back at least fifty (50) feet from all abutting right-of-way lines. All loading and unloading areas shall be surfaced with a suitable hard surfaced dustless material.

9. Sidewalks. Sidewalks shall be installed at the expense of each owner of a lot subject to these Covenants, Conditions and Restrictions, and in accordance with the regulations of the City of Omaha.

10. Maintenance of Property. Each building site, whether vacant or not, shall be kept in a safe, clean, wholesome condition by the owner or tenant, including removal of debris that accumulates on the site and regular periodic removal of waste or garbage. Waste or garbage shall be kept in closed sanitary containers.

11. Undeveloped Areas. Vegetation on vacant lots or undeveloped areas of built-upon lots shall be kept cut at a height not to exceed approximately 18 inches. At no time shall any part of the land area be planted to cultivate row crops.

12. External Effects. Every use shall be operated within a completely enclosed structure, and no noxious or offensive activities shall be conducted which may become a nuisance to the occupants of other building sites within Crescent Oaks or any of the adjoining property by reason of sound, vibration, heat, glare, radiation, fumes, odor, dust or smoke.

13. Metal Buildings. Metal buildings will be allowed if fifty percent (50%) of the walls (not including windows and doors) of all buildings facing upon abutting streets is faced with brick or stone or other decorative material approved by the Declarant. Convex barrel or quonset type roof systems are not permitted.

14. Outside Storage. No merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed by a solid wall or chain link fence with vision-barrier slots at least six (6) feet high.

15. General Provisions.

a. Exceptions and Modifications. The Declarant or its assigns, shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations merit; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objective.

b. Damages. The Declarant or its assigns, or any owner of a lot named herein shall have the right to enforce by a 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 its assigns, 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. Term. 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 persons, 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.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14th day of February, 1978.



Glenn L. Buck
Signature

DECLARANT:
CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation

BY: Glenn L. Buck
Name
President
Title

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 14 day of February, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn L. Buck, President of Creative Land Consultants, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as officer and the voluntary act and deed of said corporation.

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



Ranae D. Pettlor
Notary Public

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DOUGLAS COUNTY, NEBR.

Book 593
Page 409
of 100

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AMENDMENT TO DECLARATION

This Amendment to Declaration made on this 25th day of November, 1980, by the undersigned, ALLEN, YOUNG & ASSOCIATES, INC., a Nebraska corporation, WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 15 through 103, inclusive, and Outlot 1, dated and recorded February 14, 1978, in Book 593 at Page 410 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter called the "Declaration"), permits the Declarant in paragraphs A-2 and C-2 to designate in writing a person, firm, corporation, partnership, or entity to act in place of the Declarant;

WHEREAS, by Designation, dated February 22, 1979 and recorded March 7, 1979, in Book 611 at Page 171 of said Miscellaneous Records, the undersigned was designated to act as the designee of Declarant pursuant to paragraphs A-2 and C-2 of such Declaration, and the undersigned has continued to, and does now, act in such capacity; and

WHEREAS, by Plat and Dedication, dated February 1, 1979, and recorded November 19, 1979, in Book 1639 at Page 130 of Deed Records of such Register of Deeds, Lots 100 through 103, inclusive, of said Crescent Oaks were replatted and are now a part of Lot 249 in Crescent Oaks (Lots 112 through 250), a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and by reason of such replatting, that portion of such real property which was formerly said Lots 100 through 103, inclusive, should not be subject to such Declaration and the same should be amended accordingly.

NOW, THEREFORE, the undersigned does hereby state, declare and publish the following amendment to the said Declaration recorded in said Book 593 at Page 410, to-wit:

1. Any and all references in such Declaration to said Lots 100 through 103, inclusive, in Crescent Oaks shall be, and the same hereby are, deleted in their entirety, and, by this amendment, said Lots 100 through 103, inclusive, are forever released and discharged

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from the terms, covenants, conditions, restrictions, reservations, liens and charges of such Declaration recorded in said Book 593 at Page 410.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed the day and year first above written.

ALLEN, YOUNG & ASSOCIATES, INC.,
a Nebraska corporation, Designee
of Declarant

By *John C. Allen*
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came *John C. Allen* President of Allen, Young & Associates, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on *November 25th*, 1980.

Peggy J. Brummond
Notary Public

PEGGY J. BRUMMOND
GENERAL NOTARY
State of Nebraska
My Commission Expires
September 13, 1982

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Page *107*
or *108*
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DECLARATION BOOK 593 PAGE 410
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRESCENT OAKS
LOTS 15 THROUGH 103 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by
Creative Land Consultants, Inc. a Nebraska Corporation, hereinafter
referred to as the "Declarant",

WITNESSETH:

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

Lots 15 through 103, inclusive, and Outlot
1, in Crescent Oaks, a Subdivision, as sur-
veyed, platted and recorded in Douglas County,
Nebraska, and

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 lot shall be used except for residential purposes.

A-2. No building, fence, wall, driveway, patio, patio enclosure,
rock garden, swimming pool, dog house, tree house, television antenna, radio
antenna, flag pole, solar heating or cooling equipment, wind generating
equipment, 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 following is submitted and approved by the Declarant

or any person, firm, corporation, partnership or entity designated in writing by the Declarant: **BOOK 593 PAGE 411**

**Plot Plan
Grading Plan
Construction Plans and Specifications
Exterior Colors and/or Materials**

Declarant 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 general character plan and scheme 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 binding plot from the provisions of this paragraph.

A-3. No building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, and conforming to the following requirements:

TYPE OF DWELLING	MINIMUM AREA	LOCATION OF MINIMUM AREA
a. One story house with attached garage.	1,050 sq. ft.	On the main floor. (Garage must be at approximately the same level as the main floor.)
b. One story house with basement garage.	1,150 sq. ft.	On the main floor.
c. One and one-half story house.	1,000 sq. ft.	On the main floor.
d. Two story house	1,600 sq. ft.	Total area above the basement level.
	1,000 sq. ft.	Minimum area on the main floor.
e. Split entry (Bi-Level) house	1,050 sq. ft.	On the main floor
f. Tri-level (Split level) house	1,400 sq. ft.	Total area above grade.

The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other three sides; if the basement is more exposed above grade, it is a story. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports. Each dwelling shall have a two car garage with a minimum inside space of 20 feet by 20 feet.

A-4. Exposed portions of the foundations on the front of each dwelling are to be covered with either siding, brick or stone, 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-5. Dwellings shall not be moved from outside of Crescent Oaks onto any lot.

A-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-7. Public sidewalks are the responsibility of and shall be constructed by the then owner of a lot prior to the time of completion of a building and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and revisions thereof.

A-8. 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 to interfere with such water drainage plan nor cause damage to the building or neighboring building or lots.

A-9. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant. Dog runs shall be placed at the rear of the building.

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 dwellings 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 except for the single dog house permitted in A-9.

A-11. 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, trash can, 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. Detached accessory buildings are not permitted.

A-12. No boat, camping trailer, campers, auto-drawn trailer of any kind, mobile home, sno-mobile, truck, jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time.

A-13. All lots shall be kept free of rubbish, debris, merchandise and building materials. 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-14. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

A-15. No noxious or offensive activity shall be carried on upon any lot, nor shall 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-16. 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-17. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-18. Gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

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 transmissions of electric current for light, heat and power and for all telephone and telegraph message service under easements as specified in the final plat or as modified by due process, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said easements are granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said easements within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then these easements shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, 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 from property line to dwelling shall be underground.

C-1. The Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all 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-2. 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-3. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14th day of February, 1978.



ATTEST

[Signature]
Secretary

DECLARANT:

CREATIVE LAND CONSULTANTS, INC.,
a Nebraska corporation

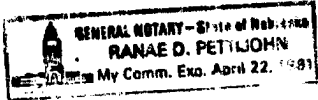
BY: [Signature]TITLE: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 593 PAGE 416

On this 14 day of February, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn L. Buck, President of Creative Land Consultants, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



Ranae D. Pettijohn
Notary Public

7 April.

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NOTARY PUBLIC

Book 593
Page 416
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

We undersigned, Crescent Oaks Joint Venture, a joint venture composed of Carl A. Brady, Marguerite Harvey, Jack K. Harvey and Creative Land Consultants, Inc., a Nebraska corporation, being first duly sworn, depose and state as follows:

1. That on the 3rd day of May, 1977, Crescent Oaks Joint Venture, a joint venture organized under and existing in accordance with the provisions of the Uniform Partnership Act of Nebraska, was the owner of real property, located in Douglas County, Nebraska, more particularly described as follows:

3 Lots
Lots 1 through 103 and Outlot 1, Crescent Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, a part of which has been replatted and is more particularly described as:

Lots 104 through 111, inclusive, Crescent Oaks Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

2. That on the 3rd day of May, 1977, Crescent Oaks Joint Venture, as the owner of the above-described property, did cause to be signed the Plat and Dedication of said property, which Plat and Dedication was recorded on October 13, 1977 in Book 1581 at Page 542 of the Deed Records in the Office of the Register of Deeds of Douglas County, Nebraska.

3. That subsequent to May 3rd, 1977, but prior to October 13, 1977, the above-described property was conveyed by Warranty Deed to Douglas County Bank & Trust Co., Trustee.

4. That on October 13, 1977, when said Plat and Dedication was recorded in the Office of the Register of Deeds, Crescent Oaks Joint Venture was not the owner of the above-described property and said Venture's signature on the Plat and Dedication was unnecessary.

Notary Seal

signed

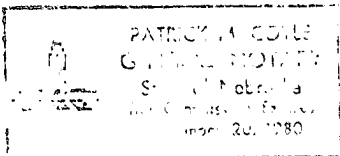
1

Handwritten initials

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 5th day of May, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Paul A. Bandy to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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



Patrick M. Cole
Notary Public

112
85-116
110
150

Fee 37.92
Title 11
Com. 2
85-116
11-85-150

Book 597
Page 37
of 116

RECEIVED
MAY -5 PM 1978
DOUGLAS COUNTY

11/11/78

CONSENT AND RATIFICATION OF PLAT

The undersigned, Carl A. Brady, Marguerite Harvey, and Jack K. Harvey, Mortgagees, hereby consent to and ratify the Plat and Dedication of CRESCENT OAKS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as:

Lots 1 through 103 and Outlot 1, Crescent Oaks, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

said Plat and Dedication having been recorded on October 13, 1977, in Book 1581 at Page 542 of the Deed Records in the Office of the Register of Deeds of Douglas County, Nebraska, and the undersigned hereby further consent to and ratify the replat of a part of Crescent Oaks into CRESCENT OAKS REPLAT, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as:

Lots 104 through 111, Inclusive, Crescent Oaks Replat, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska

said Replat having been recorded on November 23, 1977, in Book 1584 at Page 435 of the Deeds Records in the Office of the Register of Deeds of Douglas County, Nebraska.

Carl A. Brady
Carl A. Brady

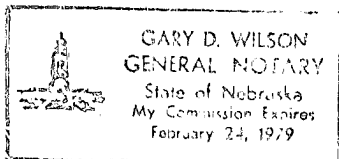
Marguerite Harvey
Marguerite Harvey

Jack K. Harvey
Jack K. Harvey

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 10 day of May, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Carl A. Brady, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said County, the day and year last above written.



Gary D. Wilson
Notary Public

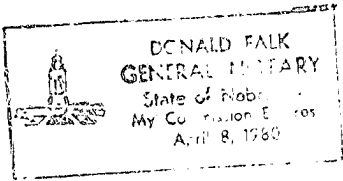
BOOK 597 PAGE 287

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

) ss.
)

On this // day of May, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Marguerite Harvey, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said County, the day and year last above written.



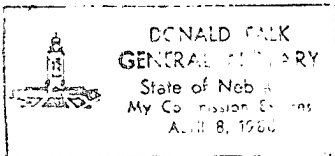
Donald Falk
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

) ss.
)

On this // day of May, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Jack K. Harvey, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said County, the day and year last above written.



Donald Falk
Notary Public

10 Mails

RECEIVED
MAY 17 11 48 AM '78
CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEBRASKA

Page 597
Page 286
of 112

28

Fee 34.00
Index 1.00
Copied 1.00

25-116
85-116

ACCEPTANCE

ALLEN, YOUNG & ASSOCIATES, INC. accepts to serve as Designee.

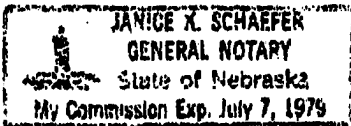
ALLEN, YOUNG & ASSOCIATES, INC.

By *John C. Allen*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of February, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally came *John C. Allen*, known to me to be the President of Allen, Young & Associates, Inc., a Nebraska corporation, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation.

Witness my hand and official seal the day and year last above written.



Janice K. Schaefer
Notary Public

Book 611
Page 172
of Three
Fee 28.25
Index ✓
Comped ✓
N 85-119
95116

RECEIVED
919 MAR -7 PM 12:03
S. HANCOCK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

24 paid

DECLARANT'S WRITTEN DESIGNATION
FOR CRESCENT OAKS
LOTS 15 THROUGH 103 INCLUSIVE

THIS DESIGNATION, made on the date hereinafter set forth by Douglas County Bank & Trust Co., Trustee, a Nebraska Corporation, hereinafter referred to as the "Declarant",

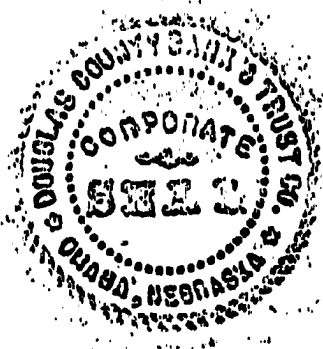
WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 15 through 103 inclusive, dated February 14, 1978, and recorded in Book 593, Page 410, permits the Declarant in paragraphs A-2 and C-2 to designate in writing a person, firm, corporation, partnership, or entity to act in place of the Declarant,

WHEREAS, the Declarant desires to make such designation,

NOW, THEREFORE, pursuant to paragraphs A-2 and C-2 of the Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 15 through 103 inclusive, the Declarant designates ALLEN, YOUNG & ASSOCIATES, INC., a Nebraska Corporation, to act as its designee.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22 day of Feb, 1979.

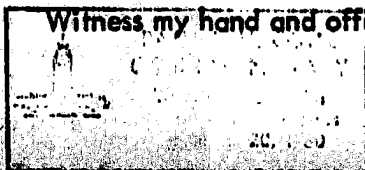


DOUGLAS COUNTY BANK & TRUST CO.,
TRUSTEE, Declarant

By: Carl A. Brady
Carl A. Brady, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of February, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally came Carl A. Brady, known to me to be the President of Douglas County Bank & Trust Co., Trustee, a Nebraska corporation, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation, and that the corporate seal of said corporation was thereon affixed by its authority.



Patrick M. Coyle
Notary Public

Carl Brady and Dorothea Brady

Owner

Lots One Hundred Twelve (112) through One Hundred Fifteen (115) and One Hundred Nineteen (119) through One Hundred Twenty-seven (127), Crescent Oaks, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

POOR INSTRUMENT FILED

RECEIVED

1930 OCT 15 AM 8:54

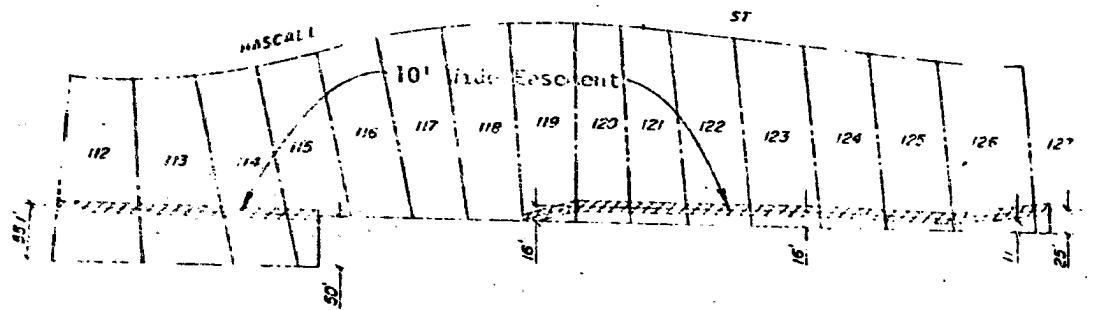
C HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Doc: 640
Page 439
of 11

Rec
Ind
Comp

85-150
86-477

consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, rate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:



- NOTICE:
- When Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
 - The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinafore granted. Such ingress and egress shall be exercised in a reasonable manner.
 - Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not unduly or injuriously interfere with the granted easement uses.
 - Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
 - It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this _____ day of _____, 19____.

Carl O. Brady
Dorothea Brady

STATE OF _____
COUNTY OF _____
On this _____ day _____, 19____,
before me the undersigned, a Notary Public in and for said
County, personally came _____

President of _____
personally to me known to be the identical person(s) who signed the
foregoing instrument as grantor(s) and who acknowledged the execution
thereof to be _____ voluntary act and deed for the purpose
therein expressed.

STATE OF _____
COUNTY OF _____
On this 24 day of Sept, 1930
before me the undersigned, a Notary Public in and for said County and
State, personally appeared _____

Carl O. Brady
personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be _____ voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at _____ in
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
JOSEPH JOHN VALENTI
My Comm. Exp. March 30, 1934

Joseph J. Valenti

My Commission expires: _____

My Commission expires: Mar 30 1934

Distribution Engineer *BD* Date *9/30/30* Land Rights and Services *BD* Date *9/25/30*

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section 35 Township 15 North Range 11 East Salesman M. Frame Engineer Droptuski Est. #5013 N.O. #4012

R.O.E. # 38-93

NOT
US



RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THE EASEMENTS PARALLEL WITH, ABUTTING AND ADJACENT TO THE COMMON LINE OF LOTS 42 AND 43, CRESCENT OAKS, A PLATTED AND RECORDED ADDITION LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 35, T-15-N, R-11-E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

RECEIVED
MAY 28 11 43 AM '93
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE
RELEASES ARE TOTAL.

AND WHICH IS RECORDED IN THE RECORDS OF DOUGLAS COUNTY, NEBRASKA
ON THE 13TH DAY OF OCTOBER, 1977 IN BOOK 1581, PAGE 542.

IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 21ST DAY OF MAY, 1993, BY ITS DULY AUTHORIZED OFFICERS.

ATTEST:

U S WEST COMMUNICATIONS, INC.
A COLORADO CORPORATION

Pam Quinn
Pam Quinn, ROW Support

BY James V. Quinn
TITLE James V. Quinn, Mgr. Engr.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

ON THIS 21ST DAY OF MAY, 1993
BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Pam Quinn, ROW Support
AND James V. Quinn, Mgr. Engr. OF
U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Marcia K. Harrell
NOTARY PUBLIC
MY COMMISSION EXPIRES Aug 27, 1996

CASH 13882^H BK 1075 R 85-369 FB 666-08290
TYPE muw PG 176 C/O COMP SCAN M
FEE 6.00 OF MSE LEGL PG 176 MC FV

PLEASE RETURN TO: Pam Quinn
910 N. 43rd Ave.
Omaha, NE 68131

May 21, 1993

BOOK 1075 PAGE 169

NOT
US



DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Cresscent Oaks Addition, as surveyed, platted and recorded in Douglas, Nebraska over, upon, along and above the following described property:

A strip of land Ten Feet (10') in width, being Five Feet (5') each side of and abutting the common lot line of Lot Forty-two (42) and Lot Forty-three (43) of said Crescent Oaks Addition.

said plat and dedication filed for record Octoter 13, 1977 in Deed Book 1581 at page 542 in the office of the Register of Deeds, Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 21st day of May, 1993.

RECEIVED OMAHA PUBLIC POWER DISTRICT

MAY 28 11 34 AM '93

Gene Mub
Approved by Engineering

Alison Rider
Alison V. Rider
Manager-Facilities Services and
Real Estate

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

CASH 13876 BK 1075 R 55-513 FB 66-08290
TYPE Trans PG 169 C/P 0 COMP 8 SCAN AM
FEE 6.00 OF misc LEGL PG 169 MC FV

On this 21st day of May 1993, before me the undersigned, a Notary Public in and for said county personally came Alison V. Rider - (Manager of Facilities Services and Real Estate), to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

RETURN TO:
NE 35-15-11 OPPD
444 S. 16th St Mall
OMAHA, NE 68102

Larry J. Hagan
NOTARY PUBLIC



NOTICE

IN RE: Amendment to Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 112 through 131, Inclusive

This notice, made on the date hereinafter set forth by Carl A. Brady, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant caused an Amendment to Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 112 through 131, inclusive to be recorded in Book 658 at Page 146 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter called the "Amendment").

WHEREAS, said Amendment referred to certain covenants, conditions and restrictions and incorrectly stated that said restrictions were recorded at Deeds Book 625, Page 197; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 112 through 131, inclusive, is actually recorded in Book 625 at Page 197 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska.

NOW THEREFORE, in order to clarify the Amendment, NOTICE IS HEREBY GIVEN that the Declaration of Covenants, Conditions and Restrictions referred to in said Amendment is actually recorded in Book 625 at Page 197 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, and that the Amendment shall be read to reflect this correction.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on this 5th day of October, 1981.

DECLARANT:

by Carl A. Brady
Carl A. Brady

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 5th day of October, 1981, before me the undersigned, a Notary Public in and for said County and State, personally came Carl A. Brady, and he acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and seal the day and year last above written.



John G. Rauth
Notary Public

46
10/7/81

RECEIVED
1981 OCT -7 PM 2:49

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 660
Page 608
ss. Meredith

804
INDEXED
COPIED
107-107-107

BOOK 636 PAGE 594

CONSENT TO PLAT AND DEDICATION

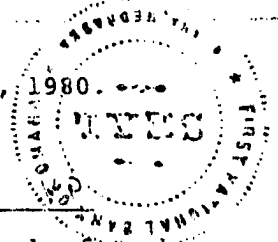
Know all men by these presents, that:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, First National Bank of Omaha, a national banking association, Trustee, hereby consents to the plat and dedication of Crescent Oaks, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, in Book 1639 at Page 130 of the records of said County, as of record on this date. Furthermore, said undersigned accepts and agrees to be bound by said plat and dedication and that the rights and encumbrances accruing therewith shall run with the land and bind and inure to the owners, legal representatives, successors and assigns of all persons or entities hereafter holding or acquiring title in or to said real estate.

Dated this 24th day of July, 1980.

Lots 112-250, inclusive
Crescent Oaks, a
Subdivision in Douglas
County, Nebraska.

R. W. Tuttle
for First National Bank of Omaha
Trustee



On this 24th day of July, 1980 before me, a Notary Public duly commissioned and qualified in and for said County, personally came R. W. Tuttle

Trustee, to me personally known to be the Vice President of First National Bank of Omaha and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the deed of said corporation.

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

Juan M. Hood
Notary Public



11 Misc

RECEIVED
1980 JUL 28 AM 10:09

Book 636
Page 594
of 1110

Fee 2.25
Index
Comped
86-477
6-177

BOOK 660 PAGE 609

DECLARANT'S WRITTEN DESIGNATION
FOR CRESCENT OAKS
LOTS 15 THROUGH 103 INCLUSIVE

THIS DESIGNATION, made on the date hereinafter set forth by Creative Land Consultants, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 15 through 103 inclusive, dated February 14, 1978 and recorded in Book 593, Page 410 of Miscellaneous Records in the Register of Deeds, Douglas County, Nebraska (hereinafter called the "Declaration"), permits the Declarant in paragraph C-2 to designate in writing a person, firm, corporation, partnership, or entity to act in place of the Declarant,

WHEREAS, the Declarant desires to make such designation,

NOW, THEREFORE, pursuant to paragraph C-2 of the Declaration, the Declarant designates Carl A. Brady to act as a designee.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on this 6th day of October, 1981.

CREATIVE LAND CONSULTANTS, INC. Declarant,

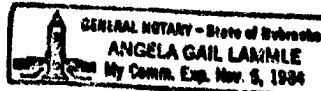
By: Ken A. Swensen
Title President

STATE OF NEBRASKA)
) su.
COUNTY OF DOUGLAS)

On this 6th day of October, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally came Ken A. Swensen, known to me to be the President of Creative Land Consultants, Inc., a Nebraska Corporation, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation, and that the corporate seal of said corporation was thereon affixed by its authority.

Witness my hand and seal the day and year last above written.

Angela Gail Lamble
Notary Public



ACCEPTANCE

Carl A. Brady accepts to serve as Designee.

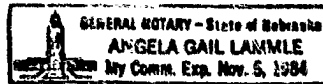
Carl A. Brady
Carl A. Brady

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6th day of October, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally came Carl A. Brady, known to me to be said individual, and acknowledged that he executed this Acceptance as his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Angela Gail Lamble
Notary Public



copy
RECEIVED
1981 OCT -7 PM 3:16
C. HAROLD BUTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 660
Page 609
of 1100

28.25
Index
Compd
85-1916

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LOTS 6 THROUGH 10 INCLUSIVE,
AND LOT 14, CRESCENT OAKS, AND LOTS 104 THROUGH 111,
INCLUSIVE, CRESCENT OAKS REPLAT

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the undersigned, Carl A. Brady,

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 6 through 10, inclusive, and Lot 14, Crescent Oaks, and Lots 104 through 111, inclusive, Crescent Oaks Replat, dated and recorded February 14, 1978, in Book 593 at Page 405 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter called the "Declaration"), permits the Declarant in paragraph 15-C to designate in writing a person, firm, corporation, partnership, or entity to act in place of the Declarant;

WHEREAS, by designation, dated May 31st, 1982 and recorded ~~May~~ June 3rd, 1982, in Book 671 at Page 631 of said Miscellaneous Records, the undersigned was designated to act as a designee of Declarant pursuant to paragraph 15-C of such Declaration, and the undersigned has continued to, and does now, act in such capacity.

WHEREAS, the Designee, Carl A. Brady, desires to amend said Declaration on the following described real property:

Lots 6 through 10, inclusive, and Lot 14 in Crescent Oaks, as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 104 through 111, inclusive, in Crescent Oaks Replat, as surveyed, platted and recorded in Douglas County, Nebraska.

NOW, THEREFORE, the Designee, Carl A. Brady, pursuant to paragraph 15-C of said Declaration does hereby declare and state that paragraph 7. of the original Declaration affecting the above-described real property shall be amended to read as follows:

"7. PARKING AREAS. All vehicular parking shall be off-street. The area between the curb line and the property line on all street frontages shall be used only for drives (perpendicular to the street), side-walks, grass or landscaping. The number of parking spaces shall be sufficient for employees, visitors, and customers. If the nature of a business located on the above-described lots requires outdoor storage of vehicles in a parking area, other than the day-to-day parking of a businesses employees, visitors, or customers, then such area shall be enclosed by a suitable fence. There shall be no servicing or dismantling of vehicles in an unenclosed parking area. All parking areas shall be surfaced with a suitable hard surface dustless material."

85/369
85/607

The remainder of the Declaration of Covenants, Conditions and Restrictions recorded at Book 593, Page 405 of Miscellaneous Records shall remain in full force and effect as originally set forth or properly amended.

The Amendments shall run with the real property and shall be binding upon all parties having or acquiring the right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Designee, Carl A. Brady, has caused these presents to be executed on this 31st day of May, 1982.

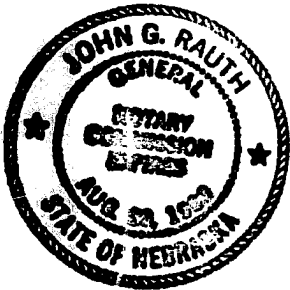
Carl A. Brady
Carl A. Brady

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of May, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally came CARL A. BRADY, known to me to be said individual, and he acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and seal the day and year last above written.

John G. Rauth
Notary Public



35 April

RECEIVED
1982 JUN -3 PM 1:33
L. HAROLD OSTLER
REGISTER & CLERK
DOUGLAS COUNTY, NEBR.

Book 671
Page 633
of Misc

Fee 9.50
Index
COMPIED
85-370-37
65

CITY COPY

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT A & S Financial Services, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Three Hundred Twenty Three and No/100 Dollars (\$323.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a storm sewer drainageway, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

A 20-foot wide strip of land across part of Lot 248, Crescent Oaks Subdivision, a subdivision located in the Northeast Quarter (NE 1/4) of Section 35, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska. Said 20-foot wide strip of land extends from the Westerly right-of-way line of 144th Street to an existing 30-foot Permanent Sewer and Drainage Easement and is more particularly described as follows:

Commencing at the Southeast corner of said Lot 248; thence N00°00'00"E (assumed bearing), along the Westerly right-of-way line of 144th Street, a distance of 20.00 feet to the point of beginning; thence N32°03'46"W a distance of 279.08 feet to a point on an existing 30-foot Permanent Sewer and Drainage Easement; thence N28°01'30"E, along said existing Easement, a distance of 23.07 feet; thence S32°03'46"E a distance of 258.66 feet, to a point on said Westerly right-of-way line of 144th Street; thence S00°00'00"W, along said Westerly right-of-way line a distance of 37.68 feet to the point of beginning.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

BK 831 N 85-446 CJO FEB 10 1956
 PG 92-25 N 25-2-3 DEL MK MC
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 GEORGE J. BUDJEWISZ
 REGISTER CLERK
 DOUGLAS COUNTY, NEBR.

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7. The CONSIDERATION stated herein for the acquisition of said real estate includes any damages to the remaining property, if any, of GRANTOR(S), and the GRANTOR(S) waive(s) the statutory procedure for arriving at damages by reason of any change of grade and waive(s) any damages for any change of grade in the construction of the improvement to which this pertains.

8. CITY agrees to pay expenses for abstracts of title, release of mortgages, recording fees, and revenue stamps, if required. Real estate taxes for the current year will be prorated as of the date of closing.

9. The above consideration shall cover all damages caused by the CITY'S construction of the above project by the CITY except for CROP DAMAGE, if any, which will be paid for one year crop damage in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to the proximate cause of construction.

THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE FOLLOWING CONDITIONS - READ IT.

The representative of the Public Works Department, City of Omaha, Nebraska, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the Public Works Department, City of Omaha, Nebraska. It is also understood that this agreement shall not be legal and binding without the approval of the City Council of Omaha.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this 30 day of August A.D., 1987.

CORPORATION

A & S FINANCIAL SERVICES, INC. Name of Corporation

By John H. Vaughn Title

ATTEST:

By Bonnie Mordhorst Secretary Title Date 8/31/87



CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)) SS COUNTY OF DOUGLAS)

On this 30 day of August, 1987, before me, the undersigned, a Notary Public in and for said County, personally came John H. Vaughn, President of A & S Financial Services, Inc., a Nebraska Corporation, and Bonnie Mordhorst, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Janice Juna Notary Public

My Commission expires August 28, 1989

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PROJECT NO. C-28(250)

TRACT NO. 3

BOOK 825 PAGE 204
EASEMENT

THIS INDENTURE, made this 12th day of August, 1987

between A & S Financial Services Inc., a Nebraska Corporation
hereinafter referred to as "Grantor(s)," and the County of Douglas, State of
Nebraska, hereinafter called "County."

WITNESSETH:

That said Grantor(s) in consideration of the sum of Five Hundred
Dollars (\$ 500.00) and other valuable con-
sideration, to Grantor(s) in hand paid by said County, the receipt whereof is
hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said
County and its assigns forever, a drainage easement for right to use, construct,
build, maintain, repair and construct a drainage ditch and/or culvert, together
with all appurtenances, structures, and other applicable works pertaining to such
drainage facility in, through, over or under the parcel of land described as
follows, to wit:

A PARCEL OF LAND BEING PART OF LOT 248, CRESCENT OAKS, AS SURVEYED,
PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 143, CRESCENT OAKS; THENCE
S. 01°57'16"E. (ASSUMED BEARING) ALONG THE WEST RIGHT-OF-WAY LINE OF
144th STREET, 128.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING
S. 01°57'16"E. ALONG SAID WEST RIGHT-OF-WAY, 326.24 FEET; THENCE N. 54°07'32"W.
150.35 FEET; THENCE N. 25°01'14"E., 264.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19,545 SQUARE FEET (0.45 ACRES) MORE OR LESS.

No buildings, improvements or structures shall be placed in, on, over
or across said easements by undersigned, its successors and assigns without
express approval of Douglas County. Any trees, grass and shrubbery placed on
said easement shall be maintained by Grantor, its successors and assigns.

Said County shall cause any trench made on aforesaid realty to be
properly refilled, seeded or sodded, and shall cause the premises to be left
in a neat and orderly condition. This easement is also for the benefit of any
contractor, agent, employee and representative of the County in connection with
any of said construction and work. Said County shall maintain its culvert
and/or ditch in good order so as to protect Grantor's lands from damage on
account of improper failure of maintenance.

Said Grantor for itself and its successors and assigns does confirm
with the said County and its assigns, that the Grantor is well seized in fee of
the above described property and that it has the right to grant and convey this
easement in the manner and form aforesaid, and that it will, and its successors
and assigns shall warrant and defend this easement to said County and its
assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or
their hand(s) and seal(s) the day and year first above written.

STATE OF NEBRASKA, COUNTY OF Douglas
A & S Financial Services Inc.
John H. Vaughn

The foregoing instrument was acknowledged before me August 12,
19 87, by John H. Vaughn



Janice Jura
Signature of Person Taking Acknowledgement
Notary Public
Title

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PG 204 N 85/367 DEL AL MC 0
OF new COMP. NA F/B 71-822

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of October, 1984, by and between the owners of Lots 104 and 106, Crescent Oaks Replat, a subdivision in Douglas County, Nebraska,

W I T N E S S E T H:

1. The owner of Lot 104 is B & H, Ltd., a partnership, and is hereinafter referred to as Lot 104 Owner.
2. The owner of Lot 106 is Robert P. Pettegrew, and is hereinafter referred to as Lot 106 Owner.
3. Lot 104 Owner hereby grants to Lot 106 Owner and his successors in interest an easement over the East 33 feet of the South 15 feet of Lot 104 for the purpose of ingress from and egress to 148th Avenue which abuts Lots 104 and 106 on the East.
4. Lot 106 Owner hereby grants to Lot 104 Owner and its successors in interest an easement over the East 33 feet of the North 15 feet of Lot 106 for the purpose of ingress from and egress to 148th Avenue which abuts Lots 104 and 106 on the East.
5. The existing building located on Lot 104 includes a garage, the entrance to which is on the South side of said building near the Southwest corner of said building. A driveway to said garage is located on the East 12 feet 4 inches of the West 36 feet 10 inches of Lot 104, South of said building. For purposes of access to said garage in said building on Lot 104, over said driveway, Lot 106 Owner hereby grants to Lot 104 Owner, and its successors in interest, a nonexclusive easement across a motor vehicle parking lot and driveway area to be constructed on Lot 106 by Lot 106 Owner, which motor vehicle parking lot and driveway area will be located on the North 60 feet of Lot 106, and will abut the above-described driveway located on Lot 104. Such easement rights shall not prevent the use by others of such part of said parking lot as shall abut said driveway area, for the purpose of parking motor vehicles, except that Lot 106 Owner grants to Lot 104 Owner, and its successors in interest, an easement over a parcel of land not less than 9 feet wide, measured from east to west and not less than 18 feet long, measured from North to South, abutting said driveway area on said Lot 104, for the exclusive use of Lot 104 Owner, its successors in interest, and its tenants and invitees, for the purpose of access to said garage.
6. Parties contemplate that there will be located on the West 10 feet of the East 42.5 feet of the North 18 feet of Lot 106 a pad or foundation for the support of a trash container, sometimes referred to as a dumpster, which trash container shall be for the use of the occupants of both Lots 104 and 106. The parties agree that the cost of the pad for said trash container and the fence surrounding the same shall be borne by Lot 106 Owner. All other expenses in connection therewith, including maintenance, shall be shared equally between Lot 104 Owner and Lot 106 Owner. Whenever any repairs shall be necessary, the Owners shall mutually agree on the manner of making the same and on the arrangements for payment of the costs of same, but if no such agreement is made, from time to time, then either owner may make such repairs or carry out such maintenance, and shall be entitled to be reimbursed by the other owner. The use of said trash container shall be available to Lot 104 Owner and Lot 106 Owner, and their tenants, and Lot 106 Owner hereby grants an easement to all parties concerned for access thereto.

5 lines

7. This agreement shall be binding on the parties hereto and their respective successors and assigns and shall run with the land.

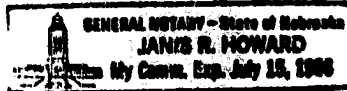
B & H, Ltd., a partnership

By: Stanley J. Harrison
General Partner
Robert P. Pettegrew
Robert P. Pettegrew
Ginger K. Pettegrew
Ginger K. Pettegrew

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The undersigned, a Notary Public in and for said county and state hereby certifies that STANLEY J. HARRISON, a general partner in B & H, Ltd., a partnership, owner of Lot 104, to me personally known to be the person who executed the above easement, acknowledged the execution thereof to be his voluntary act and deed as such partner and the voluntary act and deed of said partnership, on October 19, 1984.

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



Janis R. Howard
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The undersigned, a Notary Public in and for said county and state hereby certifies that Robert P. Pettegrew, owner of Lot 106, and Ginger K. Pettegrew, his spouse, to me personally known to be the persons who executed the above easement, acknowledged the execution thereof to be their voluntary acts and deeds, on October 19, 1984.

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



Janis R. Howard
Notary Public

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STATE OF NEBRASKA
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Book 721
Page 715
of 115

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DESIGNATION OF SUCCESSOR DECLARANT

GEORGE J. BUDLEWIGZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS DESIGNATION OF SUCCESSOR DECLARANT ("Designation"), is made and entered into as of March 30, 1990, by and between CARL A. BRADY ("Declarant"), and MCGREGOR INTERESTS, INC., a Nebraska corporation ("Designee").

RECITALS:

A. By document dated May 31, 1982, and recorded June 3, 1982, in Book 671 at Page 631 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, Declarant was named successor declarant to Creative Land Consultants, Inc., a Nebraska corporation, the named declarant in that certain Declaration of Covenants, Conditions and Restrictions, dated February 14, 1978 ("Declaration") and recorded on such date in the above referenced Miscellaneous Records in Book 593 at Page 405, all with respect to the following described real property:

Lots 6 through 10, inclusive, and Lot 14, Crescent Oaks, a platted and recorded subdivision in Douglas County, Nebraska; and Lots 104 through 111, Crescent Oaks Replat, a platted and recorded subdivision in Douglas County, Nebraska.

B. Pursuant to the terms of the Declaration, Declarant has the right to name a successor declarant.

C. Declarant wishes to name, and Designee wishes to be so named, a successor declarant pursuant to the Declaration, and to assume all of Declarant's authority and obligations contained in the Declaration.

AGREEMENT:

NOW THEREFORE, for and in consideration of the premises contained in this Designation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and Designee agree as follows:

1. Declarant hereby designates Designee as the successor declarant to Declarant pursuant to the Declaration, and Designee hereby accepts such designation.
2. From the date of this Designation, Designee shall assume all authority and fulfill all obligations of Declarant pursuant to the terms of the Declaration.
3. In all other respects the Declaration shall remain in full force and effect as originally set forth or properly amended.

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918 N _____ C/O _____ MM 12.00
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 OF MUC COMP _____ F/B MI-8290 GW.

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BOOK 918 PAGE 747

THIS DESIGNATION is entered into as of the date first written above.

DECLARANT: CARL A. BRADY

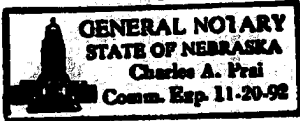
Carl A. Brady
Carl A. Brady

DESIGNEE: MCGREGOR INTERESTS, INC.

By: LeGrande N. McGregor
Its: President

Attest:

Subscribed and sworn to this 27 day of MARCH, 1990, by
Carl A. Brady.



Charles A. Frai
Notary Public

Subscribed and sworn to this 30 day of March, 1990, by
LeGrande N. McGregor, President of McGregor Interests, Inc., a Nebraska corporation, for and on behalf of the corporation.



Patricia A. Lowell
Notary Public

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APPROVAL AND MODIFICATION

COMES NOW the undersigned, Ray Anderson, Inc., owner of Lot 6, Crescent Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and one of the owners of Lots 6 through 10, inclusive, and Lot 14 (part of which is now Lots 1 through 7, inclusive, West Center Plaza, being a replat of Lot 14, Crescent Oaks, as surveyed, platted and recorded) and Lots 104 through 111, inclusive, Crescent Oaks Replat, being governed by the Declaration of Covenants, Conditions and Restrictions for said Lots, said declarations being dated and recorded February 14, 1978, in Book 593, at Page 405 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter "Declarations"), a copy of which are attached hereto and marked as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

MI-8295
95-369

WITNESSETH:

WHEREAS, pursuant to the above described Declarations of Covenants, Conditions and Restrictions, the owners of said lots pursuant to said paragraphs 1 and 5 must approve in writing the plans and specifications of any building or structure, and the size, working and design of any sign, and

WHEREAS, pursuant to paragraph 7 of said Declarations, as amended by the Amendment to Declaration of Covenants, dated May 31, 1982, and recorded June 3, 1982 in Book 671, at Page 633 of the Miscellaneous Records in the Register of Deeds office in Douglas County, Nebraska, if the nature of the business requires outside storage of vehicles, then they shall be enclosed in by a suitable fence, and

WHEREAS, pursuant to paragraph 12 of said Declarations, every use shall be operated within completely enclosed structures, and

WHEREAS, pursuant to paragraph 14 of said Declarations, no merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed as set out in said Declarations.

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OK 919 N _____ C/O _____ FEE 295.⁵⁰ APR 12 11 15 AM '90
 PG 85-369 N _____ DEL 1N MC Wc GEORGE M. BOLEVICZ
 OF _____ COMP SN F/B MI-8290 REGISTER OF DEEDS
 _____ _____ _____ DOUGLAS COUNTY, NE

Richard N. Takechi

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JUN 13 3 19 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



DESIGNATION OF SUCCESSOR DECLARANT

THIS DESIGNATION OF SUCCESSOR DECLARANT ("Designation"), is made and entered into as of June 13, 1997 by and between MCGREGOR INTERESTS, INC., a Nebraska corporation ("Declarant"), and C AND C PARTNERS, L.L.C., a Colorado limited liability company ("Designee").

RECITALS:

A. By document dated March 30, 1990 and recorded April 5, 1990, in Book 918 at Page 746 of the Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, Declarant was named successor declarant to Carl A. Brady, the successor declarant named in the Designation of Successor Declarant dated May 31, 1982 and recorded June 3, 1982, in Book 671 at Page 631 of the Miscellaneous Records of Douglas County, Nebraska, as successor to Creative Land Consultants, Inc., a Nebraska corporation, the named declarant in that certain Declaration of Covenants, Conditions and Restrictions, dated February 14, 1978, and recorded February 14, 1978, in the above referenced Miscellaneous Records in Book 593 at Page 405, all with respect to the following described real property:

85-369

Lots 6 through 10, inclusive, and Lot 14, CRESCENT OAKS, a platted and recorded subdivision in Douglas County, Nebraska; and Lots 104 through 111, CRESCENT OAKS REPLAT, a platted and recorded subdivision in Douglas County, Nebraska. *85-407*

B. Pursuant to the terms of the Declaration, Declarant has the right to name a successor declarant.

C. Declarant wishes to name, and Designee wishes to be so named, a successor declarant pursuant to the Declaration, and to assume all of Declarant's authority and obligations contained in the Declaration.

AGREEMENT:

NOW THEREFORE, for and in consideration of the premises contained in this Designation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and Designee agree as follows:

1. Declarant hereby designates Designee as the successor declarant to Declarant pursuant to the Declaration, and Designee hereby accepts such designation.
2. From the date of this designation, Designee shall assume all authority and fulfill all obligations of Declarant pursuant to the terms of the Declaration.
3. In all other respects the Declaration shall remain in full force and effect as originally set forth properly amended.

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66-08295
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THIS DESIGNATION is entered into as of the date first written above.

DECLARANT:
McGREGOR INTERESTS, INC.,
a Nebraska corporation

By: [Signature]

Its: President

DESIGNEE:
C AND C PARTNERS, L.L.C.,
a Colorado limited liability company

By: [Signature]

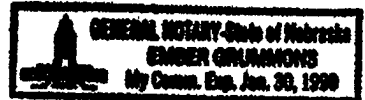
Its: Member

STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before the undersigned this 11 day of June, 1997, by Le Grande N. McGregor, as President of McGregor Interests, Inc., a Nebraska corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 1/30/99



STATE OF California)
COUNTY OF Los Angeles) ss.

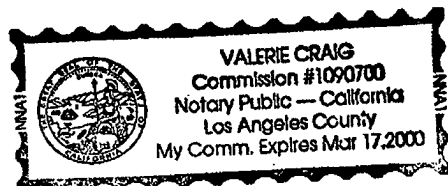
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before the undersigned this 10 day of June, 1997, by David A. Diamond, as Member of C and C Partners, L.L.C., a Colorado limited liability company, for and on behalf of the company.

[Signature]
Notary Public

My Commission Expires: 3-17-2000

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 19th day of June, 1979, between Carl A. Brady and Meroe Lou Brady, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

STATE OF
COUNTY (

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the transportation of water, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

On
a Notary
came Carl
and wife
instrument
act and

Several strips of land lying in Lots 148, 158, 159, 160, 161, 162, 174, 175, and 176 of Crescent Oaks, a subdivision as now platted and recorded in Douglas County, Nebraska, said strips being more particularly described as follows:

Wi

A strip of land lying in Lot One Hundred Forty-eight (148), being Seven (7) feet wide, lying along and parallel to the right-of-way line of 144th Avenue, said strip extending from the South property line of said Lot 148 Northerly a distance of Twenty (20) feet;

A strip of land Seven (7) feet wide, lying along and parallel to the right-of-way line of 144th Avenue said strip being the front Seven (7) feet of Lots One Hundred Fifty-eight (158), One Hundred Fifty-nine (159), One Hundred Sixty (160), One Hundred Sixty-one (161), One Hundred Sixty-two (162), One Hundred Seventy-four (174), One Hundred Seventy-five (175), and One Hundred Seventy-six (176) lying along the right-of-way line of 144th Avenue.

These strips, shown on the plat attached hereto and incorporated herein by this reference, contain a total of Eleven Hundredths (0.11) acre, more or less.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said strips of land any building or structure, except pavement or other utilities, and that they will not give anyone else permission to do so.

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

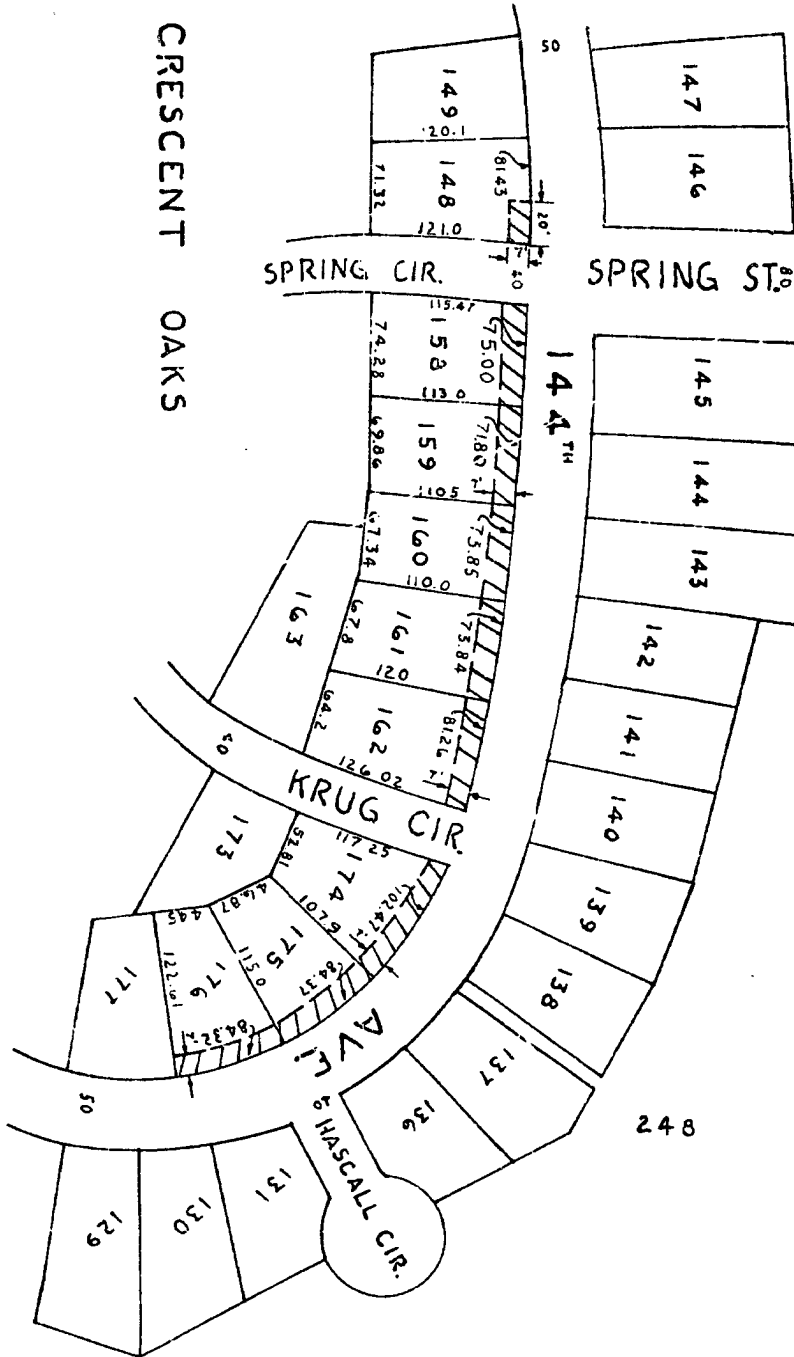
3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.

Carl A. Brady
Carl A. Brady
Meroe Lou Brady
Meroe Lou Brady
Grantors



CRESCENT OAKS



In the Court

This is a proceeding No. Inheri in which pro

- 1.
- 2.
- 3.

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J. J. ...

DRAWN BY C.N.V. DATE 3/29/79
 CHECKED BY W.W.P. DATE 3/30/79
 APPROVED BY [Signature] DATE 4-1-79
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 1

TOTAL ACRES 0.112
 PERMANENT EASEMENT

LAND OWNER _____
 CRESCENT OAKS, A JOINT VENTURE

EASEMENT ACQUISITION FOR WCC 5660

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA

FILE NO. 4170

24 Misc

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 1979 NOV 29 AM 10:58
 CHARLIE G. ...
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEB.

[Signatures]
 Book 624
 Page 616

[Signatures]
 3/29/79
 3/30/79

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRESCENT OAKS
LOTS 27 THROUGH 46, INCLUSIVE

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the undersigned, Carl A. Brady,

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 15 through 103, inclusive, and out lot 1, dated and recorded February 14, 1978, in Book 593 at Page 410 of Miscellaneous Records in the Register of Deeds of Douglas County, Nebraska, (hereinafter called the "Declaration"), permits the Declarant in paragraph C-2 to designate in writing a person, firm, corporation, partnership, or entity to act in place of the Declarant;

WHEREAS, by designation, dated October 6th, 1981 and recorded October 7th, 1981, in Book 660 at Page 609 of said Miscellaneous Records, the undersigned was designated to act as a designee of Declarant pursuant to paragraph C-2 of such Declaration, and the undersigned has continued to, and does now, act in such capacity.

WHEREAS, the Designee, Carl A. Brady, desires to amend said Declaration on the following described real property:

✓
Lots 27 through 46, inclusive, in Crescent Oaks, ✓
as surveyed, platted and recorded in Douglas ✓
County, Nebraska.

NOW, THEREFORE, the Designee, Carl A. Brady, pursuant to paragraph C-2 of said Declaration does hereby state, declare and publish the following amendments affecting the above-described real property:

1. The heading of PART A of the original Declaration shall read as follows:

"PART A. RESTRICTIONS FOR THE RESIDENTIAL AREA"

2. Paragraph A-3 shall be amended to read as follows:

"A-3. No building shall be created, altered, placed, or permitted to remain on any lot other than:

1) One duplex per lot, provided that any such lot is properly zoned for such purposes by the City of Omaha, or

2) One detached single-family dwelling, and conforming to the following requirements:

TYPE OF DWELLING	MINIMUM AREA	LOCATION OF MINIMUM AREA
a. One story house with attached garage.	1,050 sq. ft.	On the main floor. (Garage must be at approximately the same level as the main floor.)
b. One story house with basement garage.	1,150 sq. ft.	On the main floor.
c. One and one-half	1,150 sq. ft.	On the main floor.
d. Two story house	1,600 sq. ft.	Total area above the basement level.
	1,000 sq. ft.	Minimum area on the main floor.
e. Split entry (Bi-level) house	1,050 sq. ft.	On the main floor.
f. Tri-level (Split-level) house	1,400 sq. ft.	Total area above grade.

"The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other three sides; if the basement is more exposed above grade, it is a story. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports. Each dwelling shall have a two car garage with a minimum inside space of 20 feet by 20 feet."

The remainder of the Declaration of Covenants, Conditions and Restrictions recorded at Book 593, Page 410 of Miscellaneous Records shall remain in full force and effect as originally set forth or properly amended.

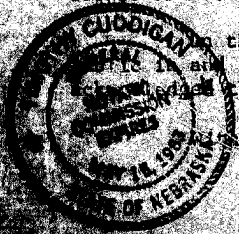
The Amendments shall run with the real property and shall be binding upon all parties having or acquiring the right, title or interest in the above-described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Designee, Carl A. Brady, has caused these presents to be executed on this 7th day of October, 1981.

DESICNEE:

By Carl A. Brady
Carl A. Brady

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this 7th day of October, 1981, before me the undersigned, a Notary Public in and for said County and State, personally came Carl A. Brady, and he acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Timothy Ladd
Notary Public

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Book 660
Page 611
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Fee 26.00
Index [Signature]
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