

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-009244

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Glenn J. Lowrey
REGISTER OF DEEDS

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RESERVATION OF LANDSCAPE EASEMENTS

THIS RESERVATION OF LANDSCAPE EASEMENTS made this 12th day of March, 1999, by Lakewood Villages Limited Partnership, a Nebraska limited partnership (referred to herein as ("LVLP")),

WHEREAS, LVLP owns certain lots in Lakewood Villages, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded ("Lakewood Villages"), and

WHEREAS, on certain lots in Lakewood Villages, LVLP desires to reserve permanent landscaping easements as shown herein,

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the following easements are hereby reserved:

1. Reservation of Easements. LVLP hereby reserves for itself, and its successors and assigns, and all of the owners of Lots 5A through 49B, inclusive, in Lakewood Villages, and their successors and assigns, permanent landscaping easements on those properties described as follows:

The southeasterly 20 feet of Lots 19A through 38A, inclusive, in Lakewood Villages as shown on the final plat of Lakewood Villages (the "Easement Area").

2. Purpose of Easements. LVLP shall install the initial trees and landscaping within the Easement Area. The scope and purpose of said permanent easements is for the care and maintenance of the trees and landscaping within the Easement Area. Each owner of a Lot on which there is said easement shall be responsible at his or her cost for the care and maintenance of the trees and/or landscaping on his or her Lot and for the replacement of any dead trees or landscaping on his or her Lot with new trees and landscaping of the same size or type as the dead trees and landscaping. Provided, however, during the first year after the date this document is executed, LVLP shall, at its expense, replace dead trees and landscaping within the Easement Area on all of the Lots with the same type and size of the dead trees and landscaping. In addition, the owner of said Lot shall be responsible at his or her sole expense for mowing the grass on the easement on his or her Lot within the Easement Area.

3. Fences. No fences shall be installed on said permanent easements within the Easement Area.

4. Right of LVLP and Its Successors. LVLP and its successors and assigns, and any Homeowners' Association, whose membership includes no less than fifty percent of the owners of Lots 5A through 49B, inclusive, in Lakewood Villages, shall have the full and continuing right but not the obligation to enter upon said easements for the purpose of caring for or maintaining such trees and landscaping or replacing dead trees or landscaping. In the event such entry is made, then care and maintenance of the trees and landscaping and the replacement of dead trees done during such entry shall be at the expense of the entering party, i.e., LVLP and its successors or assigns or the Homeowners' Association and its successors and assigns. However such action shall not be construed to otherwise relieve the owner of any responsibility created by this easement.

5. Description of Trees. When a description of each of the trees and landscaping presently on, or to be installed on, the Easement Area of each Lot is prepared, it shall be deemed to be attached to and become a part of this Reservation of Landscape Easements even though this Reservation of Landscape Easements is already recorded in the Register of Deeds office of Sarpy County, Nebraska. Said description shall be also recorded in the

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Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

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Register of Deeds office, Sarpy County, Nebraska , and shall be deemed to be attached hereto upon the date it is so recorded.

6. Term of Easement. The term of said easements shall continue forever.

7. Amendments. This Reservation of Landscape Easements may be amended by LVLP and its successors or assigns, in its sole and absolute discretion, for a period of five (5) years following the date this Reservation of Landscape Easements was executed.

8. Binding Effect. This document shall be binding upon LVLP, its successors and assigns, and all of the owners of Lots on which said permanent easements are located, and their successors and assigns.

Dated the date above written.

LAKWOOD VILLAGES LIMITED PARTNERSHIP,
a Nebraska limited partnership

BY: DODGE LOTS JOINT VENTURE, a Nebraska
joint venture, the sole general partner

BY: DODGE LAND CO., a Nebraska corporation,
and one of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
of two members of the Joint Venture

BY: [Signature]
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 12th day of March, 1999, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Reservation of Landscape Easements as the voluntary act and deed of said corporations, the joint venture, and the limited partnership.

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

[Signature]
Notary Public

