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FIFTH AMENDMENT AND  
 AMENDED AND RESTATED  
 DECLARATION OF COVENANTS, CONDITIONS  
 RESTRICTIONS AND EASEMENTS

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/28/2007 14:59:25.00



2007110917

THIS DECLARATION is made this 19<sup>th</sup> day of September, 2007 by CURTIS ACRES ASSOCIATION, a Nebraska not-for-profit corporation (the "Declarant").

PRELIMINARY STATEMENT:

By Declaration for Curtis Acres, a subdivision in Douglas County, Nebraska, dated July 19, 1989, and recorded at Book 894, Page 106 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (herein referred to as the "Lots 2 through 22 Declaration"), and the following-described lots were subjected to the Restrictions, Covenants and Conditions of the Lots 2 through 22 Declaration:

Lots 2 through 22, Curtis Acres, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

By further Declaration for Curtis Acres, a subdivision in Douglas County, Nebraska, dated August 8, 1991, and recorded at Book 974, Page 640 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (herein referred to as the "Lots 23 through 42 Declaration"), and the following-described lots were subjected to the Restrictions, Covenants and Conditions of the Lots 23 through 42 Declaration:

Lots 23 through 42, Curtis Acres, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

The above lots (2 through 42, Curtis Acres) are herein referred to collectively as the "Lots" and individually as each "Lot".

After recording, please return to:  
 John Q. Bachman  
 Pansing Hogan Ernst & Bachman LLP  
 10250 Regency Circle, Suite 300  
 Omaha, NE 68114

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The Lots 2 through 22 Declaration, the Lots 23 through 42 Declaration; Combined Amendment and Modification to Declaration dated April 8, 1998 and Fourth Amendment and Modification to Declaration dated November 1, 2005 and each respective Declaration will be individually referenced as set forth above or collectively referred to as the "Declaration".

The Declaration has been further amended by Declaration for Curtis Acres dated August 8, 1991; Combined Amendment and Modification to Declaration dated April 8, 1998 and Fourth Amendment and Modification to Declaration dated November 1, 2005.

The Association desires to provide for the preservation of the values and amenities of Curtis Acres, for the maintenance of the character and residential integrity of Curtis Acres, including the Lots, Lake and Common Area, all for protecting and enhancing the value, desirability and attractiveness of the Lots, Lake and Common Area for the enjoyment of the residents of Curtis Acres.

Paragraph 8a of the Declaration provides as follows:

"The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot of any covenant or easement granted to the Association will have the right in the manner set out in its Articles of Incorporation or Bylaws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part of this Declaration other than easements theretofore granted to other grantees".

The Bylaws of the Association provide that a two-thirds (2/3) vote of the members of the Association may alter, amend, modify, extend, terminate or revoke all or any part of the Declaration.

The Association, as evidenced by the consents of at least two-thirds (2/3) of the members of the Association, hereby substitutes, amends and restates the Declaration.

#### DECLARATIONS:

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

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

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

a. Lots. Lots 2 through 22, inclusive, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, and Lots twenty-three (23) through forty-two (42) inclusive, Curtis Acres, subdivisions in Douglas County, Nebraska; the property commonly known as Lot 1A, Curtis Acres and legally described on Exhibit "B" attached hereto and incorporated herein by this reference; and any other lots or property made subject to the terms of this Declaration or added into membership of the Association.

b. Common Area. That portion of the Property designated as common areas on Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

e. Owner. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a Deed of Trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered the "Owner" of the Lot for purposes of this Declaration. In the case of two or more persons or entities owning a Lot as joint tenants or co-owners, the joint or co-owners must designate only one (1) person as "Owner" for purposes of this Declaration. Further, if the Owner is not an individual, but a partnership, corporation, limited liability company or other similar entity, only one person who is an equity owner in such entity and specifically designated by such Owner shall be deemed the owner for purposes of this Declaration.

f. Members. The owner or owners in fee simple of each of: (i) Lots two (2) through forty-two (42) Curtis Acres; (ii) the property commonly known as Lot 1A, Curtis Acres; and (iii) any other property or lots added to the Association pursuant to the Declaration shall be members of the Association and membership shall follow such lot ownership in fee simple. For purposes of these Articles and the Declarations, the term "owner" of the Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchase of a Lot under a land contract or similar instrument shall be considered to be the "owner" of the Lot for purposes of these Articles. Membership shall be appurtenant to ownership of each Lot.

In the case of two or more persons or entities owning a Lot as joint tenants or co-owners, the joint or co-owners must designate only one (1) person as "Owner" for purposes of this Declaration. Further, if the Owner is not an individual, but a partnership, corporation, limited liability company or other similar entity, only one person who is an

equity owner in such entity and specifically designated by such Owner shall be deemed the owner for purposes of this Declaration. Rights and obligations of the Members as to voting, use of Association assets and payment of expenses of the Association shall be as set forth in the Bylaws of the Association, in the Declarations, and rules and regulations adopted pursuant to said Bylaws and Declarations.

In addition, the Owner or Owners of property which adjoin Curtis Acres may become members of the Association upon approval of: (i) the Board of Directors of the Association and payment of a fee as determined by Board of Directors; and (ii) a three-fourths vote of the Members.

g. Property. The Lake, Common Area and the Lots collectively.

3. Covenants. The Lots are and will be through June 30, 2064, subject to all and each of the following conditions and other terms (the "Covenants"):

a. All Lots shall be used only for single family residential purposes, which residences shall be located within the designated building area located within each Lot by the engineer, so staked and approved by the Association. Only one residence shall be located on each Lot and each residence shall only be occupied by the Lot Owner and his family and shall not be rented or leased provided an additional guest house shall be permitted on Lot 24. In the event of a total reconstruction of a residence, the new residence shall be constructed in the original location of the prior residence unless another location of the lot is approved in writing by the Association.

b. Construction of a residence should begin within (1) one year after completion of the purchase of a Lot, and must proceed diligently and be completed within a reasonable time. All residences must actually be occupied within six (6) months following the earliest of the completion of construction or issuance of a final occupancy permit. Subject to the approval of the plans by the Association pursuant to Paragraph 6 hereof, all residences must be constructed on the Lot, and no trailer home, mobile home, modular home or other building or structure constructed in whole or in part outside of or moved to the Lot shall be allowed.

c. Garages and other outbuildings which shall be for the use only of the occupants of the residence to which they are appurtenant may be attached or detached from the residence and are subject to approval by the Association.

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

e. All plans for any improvement to any Lot must first be submitted for approval by the Association as provided in Paragraph 6 hereof. Improvements, shall include, but are not limited to a residence, building, fence, wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, boat storage area (enclosed or not enclosed), tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, or other external improvement, above or below the ground. If applicable, any fees or charges with respect to the Association's review shall be submitted with the plans.

f. All residences will have a minimum of 2,400 square feet under one roof including any screened porch and shall be no higher than two stories above grade.

g. All residences not supplied by a water utility or hooked up to a sanitary sewer system shall have their own wells and septic systems designed and located so as to meet all governmental health specifications, requirements, permits and all other applicable laws, regulations and codes. All septic systems are to be pumped at intervals of not longer than five years and certificates provided to the Association verifying this has been done. All well or lake water testing is at the Owners initiative and at the Owners expense. The Association makes no representations or warranties regarding water quality for any well or the Lake.

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

i. All utility and cable TV service lines from the main utility and cable TV service to a residence or other approved structure must be underground.

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

k. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, radiation and unsightly materials. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. The use of exterior radio or stereo equipment is not allowed between the hours of 12:00 midnight to 8:00 a.m.

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

pick up purposes. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

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

n. 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 for one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved in writing by the Association. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the written approval of the Association; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

o. The use of firearms is prohibited and no hunting or trapping will be allowed on the Property unless authorized by the Association to remove harmful creatures.

p. Any boat motor or combination of motors on any boat used on the Lake shall not exceed a total maximum of ten (10) horsepower based on manufacturer's rating except for any boat motor or combination of motors on any pontoon boat sixteen (16) feet or longer shall not exceed a maximum of twenty-five (25) horsepower.

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

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

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

t. Docks, diving boards, and other recreational facilities may be constructed in the Lake adjoining the front of the Lot, but will be attached to and will extend no more than 24 feet from shoreline, unless the shoreline and lake contour necessitates a dock of greater length. The Association must approve the design and installation of all such facilities in writing prior to installation. No other facilities or improvements other than those specified in this paragraph shall be built in the Lake. The shoreline of the Lake will not be permitted to be excavated..

u. No all-terrain vehicles (2, 3, 4 wheel) or snowmobiles or similar vehicles will be allowed on the Lots for recreational use. Such vehicles are permitted for landscaping purposes.

v. No noxious weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon a Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot.

w. No exposed or exterior radio or television transmission antennas or any other antennas or wind turbines shall be erected, placed, or maintained on any part of any Lot, provided, however, that satellite dishes not exceeding thirty-six (36) inches in diameter may be installed in a location previously approved in writing by the Association. Any exterior lighting must be approved by the Association.

x. All Lot owners shall carry adequate liability insurance (\$1,000,000 minimum) due to the nature of the joint use of the Property. Current certificates of insurance shall be filed with the Association. Any Lot owner failing to provide such insurance may be excluded from use of the easement on the Common Area and Lake referred to in Paragraph 4a(2) below and be subject to a charge of \$250.00 as determined by the Association.

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

z. An Owner or Owner's guests may not use the Association Common Area and Lake until the Owner (as defined for purposes of this Declaration) has completed a residence on the Owner's Lot and a Certificate of Occupancy has been issued by the proper governmental authority for such residence.

4. Easements. The Lots are and will be perpetually subject to all and each of the following easements:

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

(1) Easement for vehicular and pedestrian access over and upon the roadway easement area legally described on Exhibits "D" and "E" attached hereto and incorporated herein by this reference. Subject to the requirements of Section 5(e), the Association shall maintain, repair and replace the roadway easement area from time to time as the Association may determine. The Association shall not be obligated to maintain or trim any trees within or adjoining the roadway easement area.

(2) Easement for access by boat or other water transportation permitted by these covenants, swimming, fishing and other water recreation upon all portions of the Property covered by the Common Area and Lake other than the water areas lying within twenty (20) feet of any shoreline.

b. The Declarant, the Association, Qwest Corporation, Metropolitan Utilities District, Omaha Public Power District, any cable television service, and any other utility companies and their respective successors and assigns will have a perpetual, non-exclusive easement, together with right of ingress and egress and other access thereto, over, under, and upon the easement area so designated on the Property, for the purpose of installing, maintaining, repairing, and operating any utility lines and systems, including but not limited to water, gas, electrical, telephone, cable television, internet, electronic communication and sewer lines.

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

The easements granted herein shall run with the Property, including all Lots and the common areas, and shall be binding on and inure to the benefit of the heirs, personal representatives, successors, and assigns of Declarant and of all subsequent owners of the Lots, all Lots contained therein, and the Lake and Common Area. At no time shall any permanent structure be placed in any easement area, other than paving in the roadway easements area and permitted docks in the Lake easement area.

5. The Association. The Lots are and will be through June 30, 2064, or for such longer or other period as may be otherwise fixed, included in membership in the Association subject to all and each of the following conditions and other terms:

a. The Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members, to promote and sustain their social



welfare and otherwise provide for their health, pleasure, safety, recreation, and other non-profitable interests by acquiring, maintaining, operating, contribution to the acquisition, operation, and maintenance of, or otherwise making available for use any one or more common areas, open spaces, parks, recreational areas, tennis courts, and any other recreational equipment, facilities, grounds or structures; by acquiring and maintaining or contribution to the acquisition and maintenance of appropriate insurance coverages for its property and activities; by exercising architectural control and securing compliance with or enforcement of such control through these covenants and other appropriate legal action; by providing general maintenance, repairs, and services for the common areas, roadway easement area, Lake area, Common area, and other property owned or used by the Association; by installing, operating, and maintaining such utility services and systems as it determines from time to time; by fixing, collecting or abating assessments, dues, and other charges to finance its operations and perform such duties; to delegate by contract the management and general conduct of its affairs; and to acquire by purchase or otherwise, and to hold and dispose of any real or personal property, wherever located, and to engage in any other venture for the mutual nonprofit interests of its members.

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

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

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

e. Notwithstanding the foregoing, the Association will have the right to permit assessments or other expenses and charges for road maintenance repair or replacement of the roadway easement to be divided into three (3) member classes and separately allocated to the three (3) specific areas/paving districts identified on Exhibit "F" attached hereto and incorporated herein by this reference and the Lots within each paving district to be equally assessed for the road maintenance and repair costs and expenses within the paving district which the Lot is located. In the event the Association

determines a three-fourths (3/4) of owners within a paving district notify the Association that roadway repairs are necessary and are willing to pay the assessments therefor, the Association shall get estimates for such repairs and present to the owners. If three-fourths (3/4) of the owners agree to such repairs, the Association will contract to make such repairs. If requested by the Association, the Association shall require the owners to prepay the costs of the repairs prior to entering into a binding contract for the same.

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

g. The Association will have the right to levy assessment or assessments for the purpose of deferring, in whole or in part, the cost of stocking the Association Common Area and Lake with fish and providing for the repair, maintenance, improvement or replacement of the lake and its related facilities.

6. Approval of Plans. No improvements of any nature shall be constructed, erected, placed, altered, maintained or permitted on any Lot until detailed plans and specifications with respect thereto in a form reasonably satisfactory to the Association showing the proposed improvement, including a site plan, exterior elevations, exterior lighting, materials, colors, landscaping, grading, and such other information as the Association may require has been submitted to and approved in writing by the Association as set forth below. The Association may designate an Architectural Committee to perform this function. The Association, its members, and any committee designated by the Association shall not be liable for damages to anyone submitting plans to it for approval, or to any Owner, buyer, prospective buyer, mortgagee, or any other person or entity who may have an interest or prospective interest in any Lot or Lots, by reason of any mistake in judgment, negligence, or misfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve the same.

a. An owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans, plot plans and grading plans to Association (herein collectively referred to as the "Plans"). Such plans shall include a description type, quality, color (including any color change) and use of materials proposed for the exterior of such Improvement and the proposed grading plan of each lot. Concurrent with submission of the plans, Owner shall notify the Association of the Owner's mailing address.

b. The Association shall review such Plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Association. In this regard, Association intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a

proposed improvement shall be exercised by Association to promote development of the Lots and to protect the valued, character and residential quality of all Lots. If Association determines that the proposed improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Association may refuse approval of the proposed improvement.

c. Written notice of any approval of a proposed improvement shall be mailed (or faxed) to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed (or faxed), with a copy to the Secretary of the Association, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed (or faxed) within such period, the proposed improvement shall be deemed disapproved by Association. Construction of any improvement cannot begin until the Plans have been approved by Association.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Association, or to control, direct or influence the acts of the Association with respect to any proposed improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Association by virtue of the authority granted to Association in this Paragraph, or as a result of any act or failure to act by Association with respect to any proposed Improvement.

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

a. The Association or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Association 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.

b. The Association and any owner of a lot shall be entitled to recover as part of any enforcement action and shall be indemnified against the interest, costs and reasonable attorney fees incurred by the Association with respect to any enforcement action.

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

a. The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot of any covenant or easement granted to the Association; and the Association will have the right in the manner set out in its Articles of Incorporation or Bylaws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part of this Declaration other than easements theretofore granted to other grantees.

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

c. The terms of the Declaration and membership in the Association shall extend to June 30, 2064.

9. Miscellaneous.

a. Severability. All of the conditions, covenants, restrictions, and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.


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

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

The Association has executed this Declaration as of the 19<sup>th</sup> day of September, 2007, with the consent of at least two-thirds (2/3) of the Members of the Association.

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

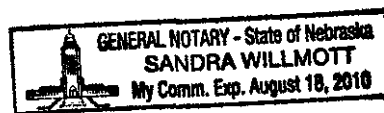
CURTIS ACRES ASSOCIATION, a Nebraska  
not-for-profit corporation,

By:   
Edmund J. Leslie, President

STATE OF NEBRASKA     )  
                                      )  
COUNTY OF DOUGLAS    )     ss.:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2007, by EDMUND J. LESLIE, President of CURTIS ACRES ASSOCIATION, a Nebraska not-for-profit corporation, on behalf of the corporation.

Sandra Willmott  
Notary Public



Lot 2

That part of the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17; Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the west line of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;

Thence South 89°51'03" East for 1210.25 feet parallel with and 33.00 feet south of the north line of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence continuing South 89°51'03" East for 20.00 feet along said south ROW line;

Thence South 00°56'07" East for 600.00 feet parallel with and 100.00 feet west of the east line of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17;

Thence North 89°51'03" West for 390.00 feet;

Thence South 00°56'07" East for 648.00 feet;

Thence South 59°22'01" West for 211.40 feet;

Thence South 89°03'53" West for 596.43 feet;

Thence North 00°56'07" West for 413.97 feet;

Thence South 89°51'03" East for 407.18 feet;

Thence North 00°53'18" West for 374.31 feet;

Thence South 89°51'03" East for 742.72 feet;

Thence North 00°56'07" West for 580.00 feet to the Point of Beginning.

Contains 10.71 acres.

Lot 3

That part of the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said West  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17;

Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the west line of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;

Thence South 89°51'03" East for 1230.25 feet along the said South ROW line which is parallel with and 33.00 feet south of the north line of the  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence continuing South 89°51'03" East for 20.00 feet along said south ROW line;

Thence South 00°56'07" East for 1200.00 feet parallel with and 80.00 feet west of the east line of the said  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 17;

Thence South 59°22'01" West for 707.99 feet;

Thence South 89°03'53" West for 575.00 feet;

Thence North 00°56'07" West for 205.00 feet;

Thence North 89°03'53" East for 596.43 feet;

Thence North 59°22'01" East for 211.40 feet;

Thence North 00°56'07" East for 648.78 feet;

Thence South 89°51'03" East for 390.00 feet;

Thence North 00°56'07" West for 600.00 feet to the Point of Beginning.

Contains 10.68 acres.

Lot 4

That part of the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the west line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
 Thence South  $89^{\circ}51'03''$  East for 1250.25 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence continuing South  $89^{\circ}51'03''$  East for 20.00 feet along said south ROW line;  
 Thence South  $00^{\circ}56'07''$  East for 1800.38 feet parallel with and 60.00 feet west of the east line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}03'53''$  West for 1210.00 feet;  
 Thence North  $00^{\circ}56'07''$  West for 250.00 feet;  
 Thence North  $89^{\circ}03'53''$  East for 575.00 feet;  
 Thence North  $59^{\circ}22'01''$  East for 707.99 feet;  
 Thence North  $00^{\circ}56'07''$  West for 1200.00 feet parallel with and 80.00 feet west of the east line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the Point of Beginning.  
 Contains 10.13 acres.

Lot 5

That part of the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the west line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}51'03''$  East for 1270.26 feet along the south right-of-way line of the county roadway which is parallel with and 33.00 feet south of the north line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence continuing South  $89^{\circ}51'03''$  East for 20.00 feet along said south ROW line of the county roadway;  
 Thence South  $00^{\circ}56'07''$  East for 2130.00 feet parallel with and 40.00 feet west of the east line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}03'53''$  West for 1230.00 feet;  
 Thence North  $00^{\circ}56'07''$  West for 330.00 feet;  
 Thence North  $89^{\circ}03'53''$  East for 1210.00 feet;  
 Thence North  $00^{\circ}56'07''$  West for 1800.38 feet parallel with and 60.00 feet west of the said east line of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the Point of Beginning.  
 Contains 10.14 acres.

Lot 6

That part of the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the west line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
 Thence South  $89^{\circ}51'03''$  East for 1290.26 feet along said south ROW line of the county roadway which is parallel with and 33.00 feet south of the north line of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence continuing South  $89^{\circ}51'03''$  East for 20.00 feet along said south ROW line of the county roadway;  
 Thence South  $00^{\circ}56'07''$  East for 2450.00 feet parallel with and 20.00 feet west of the east line of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}03'53''$  West for 1250.00 feet;  
 Thence North  $00^{\circ}56'07''$  West for 320.38 feet;  
 Thence North  $89^{\circ}03'53''$  East for 1230.00 feet;  
 Thence North  $00^{\circ}56'07''$  West for 2130.00 feet parallel with and 40.00 feet west of the east line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the Point of Beginning.

Contains 10.17 acres.

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CoLot 7

That part of the West Half of the East Half of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of Section 17;  
 Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the west line of the  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of Section 17 to the south right-of-way line of the county roadway;  
 Thence South  $89^{\circ}51'03''$  East for 1310.26 feet along said south ROW line of the county roadway which is parallel with and 33.00 feet south of the north line of the said  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence continuing South  $89^{\circ}51'03''$  East for 20.00 feet along said south ROW line of the county roadway to the east line of the  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of Section 17;  
 Thence South  $00^{\circ}56'07''$  East for 2610.06 feet to the southeast corner of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$ ;  
 Thence North  $89^{\circ}57'29''$  West for 386.06 feet along the south line of the said  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17;  
 Thence South  $00^{\circ}57'40''$  East for 329.09 feet parallel with and 386.00 feet west of the east line of the  $W\frac{1}{2}$  of the  $E\frac{1}{2}$  of Section 17;  
 Thence South  $89^{\circ}02'20''$  West for 715.00 feet;  
 Thence North  $00^{\circ}57'40''$  West for 483.26 feet;  
 Thence North  $89^{\circ}03'53''$  East for 1081.07 feet;  
 Thence North  $00^{\circ}56'07''$  West for 2450.00 feet parallel with and 20.00 feet west of the east line of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 17 to the Point of Beginning.

Contains 10.45 acres.



Lot 8

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That part of the West Half of the Southeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said West  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence North 00°53'18" West (assumed bearings) for 33.00 feet along the west line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;  
Thence North 89°59'35" East for 848.96 feet along said north ROW line which is parallel with and 33.00 feet north of the south line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence North 00°21'56" East for 512.67 feet;  
Thence North 88°47'22" East for 68.77 feet;  
Thence North 00°57'40" West for 1155.00 feet parallel with and 406.00 feet west of the east line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence South 89°02'20" West for 595.00 feet;  
Thence North 10°15'45" West for 618.70 feet;  
Thence North 89°02'20" East for 715.00 feet;  
Thence South 00°57'40" East for 1785.48 feet parallel with and 386.00 feet west of the said east line of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence South 88°47'22" West for 69.22 feet;  
Thence South 00°21'56" West for 493.08 feet to the north ROW line of the county roadway;  
Thence South 89°59'35" West for 20.00 feet to the Point of Beginning.  
Contains 10.12 acres.

Lot 9

That part of the West Half of the Southeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence North 00°53'18" West (assumed bearings) for 33.00 feet along the west line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;  
Thence North 89°59'35" East for 828.96 feet along said north ROW line which is parallel with and 33.00 feet north of the south line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence North 00°21'56" East for 532.26 feet;  
Thence North 88°47'22" East for 68.31 feet;  
Thence North 00°57'40" West for 330.65 feet parallel with and 426.00 feet west of the east line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence South 89°02'20" West for 460.00 feet;  
Thence North 00°57'40" West for 500.00 feet;  
Thence South 89°02'20" West for 115.00 feet;  
Thence North 00°57'40" West for 304.44 feet;  
Thence North 89°02'20" East for 595.00 feet;  
Thence South 00°57'40" East for 1155.00 feet parallel with and 406.00 feet west of the said east line of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17;  
Thence South 88°47'22" West for 68.77 feet;  
Thence South 00°21'56" West for 512.67 feet to the said north ROW line of the county roadway;  
Thence South 89°59'35" West for 20.00 feet to the POINT OF BEGINNING.  
Contains 10.10 acres.

Lot 10

That part of the West Half of the Southeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;  
 Thence North  $00^{\circ}53'18''$  West (assumed bearings) for 33.00 feet along the west line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;  
 Thence North  $89^{\circ}59'35''$  East for 344.60 feet along said north right-of-way line which is parallel with and 33.00 feet north of the south line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence North  $00^{\circ}57'40''$  West for 855.00 feet;  
 Thence North  $89^{\circ}02'20''$  East for 564.92 feet;  
 Thence South  $00^{\circ}57'40''$  East for 330.65 feet parallel with and 426.00 feet west of the east line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;  
 Thence South  $88^{\circ}47'22''$  West for 68.31 feet;  
 Thence South  $00^{\circ}21'56''$  West for 532.26 feet to the said north ROW line of the county roadway;  
 Thence South  $89^{\circ}59'35''$  West for 484.36 feet to the POINT OF BEGINNING.  
 Contains 10.24 acres.

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Lot 11

That part of the West Half of the Southeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;  
 Thence North  $00^{\circ}53'18''$  West (assumed bearings) for 33.00 feet along the west line of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;  
 Thence North  $89^{\circ}59'35''$  East for 60.01 feet along said north ROW line which is parallel with and 33.00 feet north of the south line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence North  $00^{\circ}53'18''$  West for 1350.26 feet parallel with and 60.00 feet east of the west line of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;  
 Thence North  $89^{\circ}02'20''$  East for 387.76 feet;  
 Thence South  $00^{\circ}57'40''$  East for 500.00 feet;  
 Thence South  $89^{\circ}02'20''$  West for 104.92 feet;  
 Thence South  $00^{\circ}57'40''$  East for 855.00 feet to the said north ROW line of the county roadway;  
 Thence South  $89^{\circ}59'35''$  West for 284.59 feet to the POINT OF BEGINNING.  
 Contains 10.01 acres.

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Lot 12

That part of the West Half of the Southeast Quarter, the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17; Thence North  $00^{\circ}53'18''$  West (assumed bearings) for 33.00 feet along the west line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;

Thence North  $89^{\circ}59'35''$  East for 40.00 feet along said north ROW line which is parallel with and 33.00 feet north of the south line of the said  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence North  $00^{\circ}53'18''$  West for 1328.44 feet parallel with and 40.00 feet east of the said west line of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;

Thence North  $89^{\circ}58'45''$  West for 40.01 feet to the said west line of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17;

Thence North  $00^{\circ}53'18''$  West for 1281.45 feet to the southeast corner of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;

Thence North  $89^{\circ}57'29''$  West for 200.03 feet along the south line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;

Thence North  $00^{\circ}53'18''$  West for 134.31 feet parallel with and 200.00 feet west of the east line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;

Thence North  $89^{\circ}03'53''$  East for 430.98 feet;

Thence South  $00^{\circ}57'40''$  East for 483.26 feet;

Thence South  $10^{\circ}15'45''$  East for 618.70 feet;

Thence South  $00^{\circ}57'40''$  East for 304.44 feet;

Thence South  $89^{\circ}02'20''$  West for 272.76 feet;

Thence South  $00^{\circ}53'18''$  East for 1350.26 feet parallel with and 60.00 feet east of the west line of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 17 to the said north ROW line of the county roadway;

Thence South  $89^{\circ}59'35''$  West for 20.00 feet to the POINT OF BEGINNING.

Contains 10.11 acres.

Lot 13

That part of the West Half of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said  $\frac{1}{4}$  of the  $\text{SE}\frac{1}{4}$  of Section 17;  
 Thence North  $00^{\circ}53'18''$  West (assumed bearings) for 33.00 feet along the west line of the said  $\frac{1}{4}$  of the  $\text{SE}\frac{1}{4}$  of Section 17 to the north right-of-way line of the county roadway;  
 Thence North  $89^{\circ}59'35''$  East for 20.00 feet along the said north ROW line which is parallel with and 33.00 feet north of the south line of the said  $\frac{1}{4}$  of the  $\text{SE}\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence North  $00^{\circ}53'18''$  West for 1308.45 feet parallel with and 20.00 feet east of the said west line of the  $\frac{1}{4}$  of the  $\text{SE}\frac{1}{4}$  of Section 17;  
 Thence North  $89^{\circ}58'45''$  West for 412.72 feet parallel with and 20.00 feet north of the south line of the said  $\text{NE}\frac{1}{4}$  of the  $\text{SW}\frac{1}{4}$  of Section 17;  
 Thence North  $39^{\circ}03'52''$  West for 180.64 feet;  
 Thence North  $00^{\circ}49'34''$  West for 409.77 feet parallel with and 830.00 feet east of the west line of the said  $\text{NE}\frac{1}{4}$  of the  $\text{SW}\frac{1}{4}$  of Section 17;  
 Thence North  $83^{\circ}17'09''$  East for 305.45 feet;  
 Thence North  $00^{\circ}53'18''$  West for 715.69 feet to the north line of the said  $\text{NE}\frac{1}{4}$  of the  $\text{SW}\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}57'29''$  East for 200.03 feet to the northeast corner of the said  $\text{NE}\frac{1}{4}$  of the  $\text{SW}\frac{1}{4}$  of Section 17;  
 Thence South  $00^{\circ}53'18''$  East for 1281.45 feet along the east line of the said  $\text{NE}\frac{1}{4}$  of the  $\text{SW}\frac{1}{4}$  of Section 17;  
 Thence South  $89^{\circ}58'45''$  East for 40.01 feet;  
 Thence South  $00^{\circ}53'18''$  East for 1328.44 feet parallel with and 40.00 feet east of the west line of the said  $\frac{1}{4}$  of the  $\text{SE}\frac{1}{4}$  of Section 17 to the said north ROW line of the county roadway;  
 Thence South  $89^{\circ}59'35''$  West for 20.00 feet to the POINT OF BEGINNING.  
 Contains 10.38 acres.

Lot 14

That part of the Northeast Quarter of the Southwest Quarter and the West Half of the Southeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:  
 Commencing at the southeast corner of the said SW $\frac{1}{4}$  of Section 17;  
 Thence North 00°53'18" West (assumed bearings) for 33.00 feet along the east line of the said SW $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence continuing North 00°53'18" West for 1288.45 feet to the southeast corner of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence North 89°58'45" West for 402.56 feet along the south line of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence North 39°03'52" West for 197.09 feet;  
 Thence North 00°49'34" West for 394.08 feet parallel with and 810.00 feet east of the west line of the said NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence North 39°10'38" West for 197.41 feet;  
 Thence North 89°58'45" West for 687.59 feet parallel with and 700.00 feet north of the said south line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17 to the west line thereof;  
 Thence North 00°49'34" West for 338.99 feet along the said west line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence North 89°10'26" East for 1133.35 feet;  
 Thence South 00°53'18" East for 450.00 feet;  
 Thence South 83°17'09" West for 305.45 feet;  
 Thence South 00°49'34" East for 409.77 feet parallel with and 830.00 feet east of the west line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence South 39°03'52" East for 180.64 feet;  
 Thence South 89°58'45" East for 412.72 feet parallel with and 20.00 feet north of the said south line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;  
 Thence South 00°53'18" East for 1308.45 feet parallel with and 20.00 feet east of the west line of the said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17 to the north ROW line of the county roadway;  
 Thence South 89°59'35" West for 20.00 feet to the Point of Beginning.  
 Contains 11.16 acres.

Lot 15

That part of the East Half of the West Half of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:  
 Commencing at the northeast corner of the said E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the east line of the said E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17 to the south right-of-way line of the county roadway;  
 Thence North 89°58'18" West for 810.32 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17 to the TRUE POINT OF BEGINNING;  
 Thence South 00°49'34" East for 423.55 feet parallel with and 520.00 feet east of the west line of the said E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence North 89°58'18" West for 500.06 feet parallel with and 456.50 feet south of the said north line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence South 00°49'34" East for 2100.00 feet parallel with and 20.00 feet east of the west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence North 89°10'26" East for 300.00 feet;  
 Thence North 79°58'34" East for 545.43 feet;  
 Thence South 78°49'26" East for 280.63 feet;  
 Thence South 00°53'18" East for 400.00 feet;  
 Thence South 89°10'26" West for 1133.35 feet to the west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence North 00°49'34" West for 2491.47 feet along the said west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence South 89°58'18" East for 500.06 feet parallel with and 436.50 feet south of the said north line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17;  
 Thence North 00°49'34" West for 403.54 feet parallel with and 500.00 feet east of the west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 17 to the said south ROW line of county roadway;  
 Thence South 89°58'18" East for 20.00 feet to the Point of Beginning.  
 Contains 11.95 acres.

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That part of the East Half of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the east line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
Thence North 89°58'18" West for 790.32 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence South 00°49'34" East for 443.55 feet parallel with and 540.00 feet east of the west line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence North 89°58'18" West for 500.06 feet parallel with and 476.50 feet south of the north line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 00°49'34" East for 1457.46 feet parallel with and 40.00 feet east of the said west line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 80°44'47" East for 679.92 feet;  
Thence South 20°31'43" East for 441.93 feet;  
Thence South 79°58'34" West for 545.43 feet;  
Thence South 89°10'26" West for 300.00 feet;  
Thence North 00°49'34" West for 2100.00 feet parallel with and 20.00 feet east of the said west line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 89°58'18" East for 500.06 feet parallel with and 456.50 feet south of the said north line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence North 00°49'34" West for 423.55 feet parallel with and 520.00 feet east of the said west line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the said south ROW line of the county roadway;  
Thence South 89°58'18" East for 20.00 feet to the POINT OF BEGINNING.  
Contains 10.51 acres.

Lot 17

That part of the East Half of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the east line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
Thence North 89°58'18" West for 546.88 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence South 00°01'42" West for 400.00 feet;  
Thence South 48°11'13" West for 278.26 feet;  
Thence South 89°10'26" West for 340.00 feet;  
Thence South 00°49'34" East for 1340.77 feet;  
Thence North 80°44'47" West for 190.34 feet;  
Thence North 00°49'34" West for 1457.46 feet parallel with and 40.00 feet east of the west line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 89°58'18" East for 500.06 feet parallel with and 476.50 feet south of the said north line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence North 00°49'34" West for 443.55 feet parallel with and 540.00 feet east of the said west line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the said south ROW line of the county roadway;  
Thence South 89°58'18" East for 243.44 feet to the POINT OF BEGINNING.  
Contains 10.15 acres.

Lot 18

BOOK 894 PAGE 128

That part of the East Half of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the said  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17; Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the east line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;

Thence North  $89^{\circ}58'18''$  West for 303.44 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence South  $00^{\circ}01'42''$  West for 500.00 feet;

Thence South  $50^{\circ}24'48''$  West for 476.15 feet;

Thence South  $89^{\circ}10'26''$  West for 275.00 feet;

Thence South  $00^{\circ}49'34''$  East for 1147.45 feet;

Thence North  $80^{\circ}44'47''$  West for 147.96 feet;

Thence North  $00^{\circ}49'34''$  West for 1340.77 feet;

Thence North  $89^{\circ}10'26''$  East for 340.00 feet;

Thence North  $48^{\circ}11'13''$  East for 278.26 feet;

Thence North  $00^{\circ}01'42''$  East for 400.00 feet to the said south ROW line of the county roadway;

Thence South  $89^{\circ}58'18''$  East for 243.44 feet to the POINT OF BEGINNING.  
Contains 10.19 acres.

Lot 19

That part of the East Half of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17; Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the east line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;

Thence North  $89^{\circ}58'18''$  West for 60.01 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence South  $00^{\circ}53'18''$  East for 700.00 feet parallel with and 60.00 feet west of the said east line of  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;

Thence South  $62^{\circ}51'15''$  West for 620.73 feet;

Thence South  $89^{\circ}10'26''$  West for 225.00 feet;

Thence South  $00^{\circ}49'34''$  East for 987.36 feet;

Thence North  $80^{\circ}44'47''$  West for 118.36 feet;

Thence North  $00^{\circ}49'34''$  West for 1147.45 feet;

Thence North  $89^{\circ}10'26''$  East for 275.00 feet;

Thence North  $50^{\circ}24'48''$  East for 476.15 feet;

Thence North  $00^{\circ}01'42''$  East for 500.00 feet to the said south ROW line of the county roadway;

Thence South  $89^{\circ}58'18''$  East for 243.44 feet to the POINT OF BEGINNING.

Contains 10.40 acres.



Lot 20

BOOK 894 PAGE 129

That part of the East Half of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the east line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
Thence North 89°58'18" West for 40.00 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence South 00°53'18" West for 999.27 feet parallel with and 40.00 feet west of the said east line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 55°14'36" West for 701.31 feet;  
Thence South 00°49'34" East for 610.62 feet;  
Thence North 80°44'47" West for 223.27 feet;  
Thence North 00°49'34" West for 987.36 feet;  
Thence North 89°10'26" West for 225.00 feet;  
Thence North 62°51'15" East for 620.73 feet;  
Thence North 00°53'18" West for 700.00 feet parallel with and 60.00 feet west of the said east line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the said south ROW line of the county roadway;  
Thence South 89°58'18" East for 20.00 feet to the POINT OF BEGINNING.  
Contains 10.23 acres.

Lot 21

That part of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the east line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;  
Thence North 89°58'18" West for 20.00 feet along said south ROW line which is parallel with and 33.00 feet south of the north line of the said E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;  
Thence South 00°53'18" East for 1350.00 feet parallel with and 20.00 feet west of the said east line of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 17;  
Thence South 74°16'55" West for 405.86 feet;  
Thence South 00°49'34" East for 756.84 feet;  
Thence North 89°06'42" East for 475.00 feet;  
Thence South 00°56'07" East for 264.35 feet;  
Thence South 89°03'53" West for 262.06 feet;  
Thence North 78°49'26" West for 280.63 feet;  
Thence North 20°31'43" West for 441.93 feet;  
Thence North 00°49'34" West for 610.62 feet;  
Thence North 55°14'36" East for 701.31 feet;  
Thence North 00°53'18" West for 999.27 feet to the said south ROW line of the county roadway;  
Thence South 89°58'18" East for 20.00 feet to the POINT OF BEGINNING.  
Contains 10.38 acres.

Lot 22

BOOK **894** PAGE **130**

That part of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;  
Thence South  $00^{\circ}53'18''$  East (assumed bearings) for 33.00 feet along the east  
line of the said  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the south right-of-way

line of the county roadway and the TRUE POINT OF BEGINNING;

Thence continuing South  $00^{\circ}53'18''$  East for 954.30 feet along said east line  
of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17;

Thence South  $89^{\circ}51'03''$  East for 60.82 feet;

Thence South  $00^{\circ}56'07''$  East for 1254.99 feet;

Thence South  $89^{\circ}06'42''$  West for 475.00 feet;

Thence North  $00^{\circ}49'34''$  West for 756.84 feet;

Thence North  $74^{\circ}16'55''$  East for 405.86 feet;

Thence North  $00^{\circ}53'18''$  West for 1350.00 feet parallel with and 20.00 feet west  
of the said east line of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the said south  
ROW line of the county roadway;

Thence South  $89^{\circ}58'18''$  East for 20.00 feet parallel with and 33.00 feet south  
of the north line of the said  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 17 to the POINT  
OF BEGINNING.

Contains 10.07 acres.

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A tract of land located in the Northeast Quarter of the Northwest Quarter of Section 17, Township 15 North, Range 10 East of the 6th.. P. M., Douglas County, Nebraska more particularly described as follows: Beginning at a point on the North line of the Northeast Quarter of the Northwest Quarter of Section 17 250' East of Northwest corner thereof; thence South  $2^{\circ}45'43''$  East (assumed bearing) a distance of 436.5'; thence North  $88^{\circ}05'47''$  East a distance of 250'; thence North  $2^{\circ}45'43''$  West a distance of 436.5' to a point on the North line of the Northeast Quarter of the Northwest Quarter; thence S  $88^{\circ}05'47''$  West on said North line a distance of 250' to the point of beginning, now known as Lot 2, Lawver's Subdivision

John & Maxine Martin  
26025 Blondo St.  
Waterloo, NE 68069

EXHIBIT "C"

Lot 1

BOOK 894 PAGE 131

That part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the northwest corner of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17; Thence South 00°53'18" East (assumed bearings) for 33.00 feet along the west line of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17 to the south right-of-way line of the county roadway;

Thence South 89°51'03" East for 448.00 feet along said South ROW line which is parallel with and 33.00 feet south of the north line of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17 to the TRUE POINT OF BEGINNING;

Thence continuing South 89°51'03" East for 762.25 feet along said south ROW line of the county roadway;

Thence South 00°56'07" East for 580.00 feet parallel with and 120.00 feet west of the east line of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17;

Thence North 89°51'03" West for 742.72 feet;

Thence South 00°53'18" East for 374.31 feet;

Thence North 89°51'03" West for 468.00 feet to the west line of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17;

Thence North 00°53'18" West for 45.01 feet along the said west line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17;

Thence South 89°51'03" East for 448.00 feet;

Thence North 00°53'18" West for 909.29 feet to the Point of Beginning.

Contains 10.78 acres.

## BOOK 894 PAGE 132

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SOUTH EASEMENT LEGAL DESCRIPTION:

A permanent easement for ingress and egress and for construction and maintenance of utilities over that part of Section 17, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 17;

Thence North 00°53'18" West (assumed bearings) for 33.00 feet along the east line of the said SE¼ of the SW¼ of Section 17 to the north right-of-way line of the county roadway and the TRUE POINT OF BEGINNING;

Thence continuing North 00°53'18" West for 1288.45 feet to the northeast corner of of the said SE¼ of the SW¼ of Section 17;

Thence North 89°58'45" West for 283.22 feet along the north line of the said SE¼ of the SW¼ of Section 17;

Thence North 56°15'43" West for 77.25 feet;

Thence North 24°03'59" West for 146.27 feet;

Thence North 12°43'08" West for 322.14 feet;

Thence North 35°47'23" West for 636.58 feet;

Thence North 31°26'32" West for 407.43 feet;

Thence South 89°10'26" West for 44.29 feet;

Thence North 00°49'34" West for 120.00 feet;

Thence North 89°10'26" East for 164.40 feet;

Thence South 19°28'42" West for 160.35 feet;

Thence South 31°26'32" East for 346.93 feet;

Thence South 35°47'23" East for 643.23 feet;

Thence South 12°43'08" East for 326.33 feet;

Thence South 24°03'59" East for 130.76 feet;

Thence South 56°15'43" East for 53.58 feet;

Thence South 89°58'45" East for 270.46 feet parallel with and 40.00 feet north of the south line of the Northeast Quarter of the Southwest Quarter of Section 17 to the east line thereof;

Thence North 00°53'18" West for 100.80 feet along the said east line of the NE¼ of the SW¼ of Section 17;

Thence North 89°02'20" East for 43.28 feet;

Thence North 07°46'34" East for 125.51 feet;

Thence along a curve to the right (having a radius of 320.00 feet and a long chord bearing North 39°11'46" East for 289.39 feet) for an arc length of 300.29 feet;

Thence North 66°04'46" East for 64.90 feet;

Thence South 10°15'45" East for 41.16 feet;

Thence South 66°04'46" West for 55.18 feet;

Thence along a curve to the left (having a radius of 280.00 feet and a long chord bearing South 39°11'46" West for 253.22 feet) for an arc length of 262.75 feet;

Thence South 07°46'34" West for 116.22 feet;

Thence North 89°02'20" East for 249.04 feet;

Thence South 00°57'40" East for 80.00 feet;

Thence South 89°02'20" West for 252.76 feet;

Thence South 00°53'18" East for 1220.58 feet parallel with and 80.00 feet east of the west line of the Southeast Quarter of said Section 17;

Thence North 89°59'35" East for 80.01 feet parallel with and 163.00 feet north of the south line of the said SE¼ of Section 17;

Thence South 00°53'18" East for 70.01 feet parallel with and 160.00 feet east of the west line of the said SE¼ of Section 17;

Thence North 89°59'35" East for 184.50 feet parallel with and 93.00 feet north of the south line of the said SE¼ of Section 17;

Thence South 00°57'40" East for 60.01 feet to the north right-of-way line of the county roadway;

Thence South 89°59'35" West for 344.60 feet parallel with and 33.00 feet north of the south line of the said SE¼ of Section 17 to the Point of Beginning.

Contains 6.10 acres.

**EXHIBIT "F"**

**Curtis Acres Paving Districts**

**PAVING DISTRICT NO. 1**

Lots 1A, 2, 3, 4, 5, 6, 7, 17, 18, 19, 20, 21 and 22 all in Curtis Acres, Douglas County, Nebraska

**PAVING DISTRICT NO. 2**

Lots 8, 9, 10, 11, 12, 13, 14, 15 and 16 all in Curtis Acres, Douglas County, Nebraska

**PAVING DISTRICT NO. 3**

Lots 23 thru 42, inclusive, all in Curtis Acres, Douglas County, Nebraska