

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Black & Elliot Development Company, as the Declarant, placed of record certain Covenants, Conditions and Restrictions on certain property in the County of Douglas, State of Nebraska, which is more particularly described as follows:

All of Lots 1 through 44, inclusive, of Escalante Hills Replat II, a replat of Lot 67, Escalante Hills, a subdivision, in Douglas County, Nebraska.

All of Lots 1 through 23, inclusive, of Escalante Hills subdivision, a subdivision in Douglas County, Nebraska.

All of Lots 1 through 50, inclusive, 55 through 86, inclusive, 111 through 120, inclusive, and 127 through 158, inclusive, of Escalante Hills Replat, a subdivision in Douglas County, Nebraska, and

WHEREAS, the said above-referred to Covenants, Conditions and Restrictions established an association of homeowners for the purpose of maintaining the "Common Area" owned by Sanitary and Improvement District No. 235 of Douglas County, Nebraska, which is legally described as follows, to wit:

That part of Lot 159, of Escalante Hills Replat, a subdivision as surveyed, platted and recorded, lying within the following described boundary, to-wit:

Beginning at the point of intersection of the Southerly right-of-way line of Grande Avenue and the Easterly right-of-way line of 112th Street; thence Southeasterly, along said Southerly right-of-way line of Grande Avenue, on a curve to the left with a radius of 224.27 feet a distance of 44.43 feet, said curve having a long chord which bears S61°34'07"E (assumed bearing) a distance of 44.35 feet; thence S67°15'00"E, along said Southerly right-of-way line of Grande Avenue, a distance of 90.00 feet; thence Southeasterly, along said Southerly right-of-way line of Grande Avenue, on a curve to the right with a radius of 335.00 feet a distance of 137.62 feet; thence S43°42'48"E, along said Southerly right-of-way line of Grande Avenue, a distance of 105.00 feet; thence Southeasterly, along said Southerly right-of-way line of Grande Avenue, on a curve to the left with a radius of 692.31 feet a distance of 300.22 feet, said curve having a long chord which bears S56°08'12"E a distance of 297.87 feet; thence Southeasterly, along said Southerly right-of-way line of Grande

Avenue on a curve to the right with a radius of 383.65 feet, a distance of 157.35 feet, said curve having a long chord which bears S56°48'35"E a distance of 156.25 feet; thence S44°56'25"W, a distance of 253.64 feet; thence S17°42'13"E a distance of 268.06 feet; thence S64°54'37"W a distance of 502.61 feet; thence S05°00'53"W a distance of 115.00 feet to a point on the North-easterly right-of-way line of Larimore Avenue; thence Northerly, along said Northeasterly right-of-way line of Larimore Avenue, on a curve to the right with a radius of 323.91 feet a distance of 481.59 feet, said curve having a long chord which bears N42°23'27"W a distance of 438.44 feet to a point on said Easterly right-of-way line of 112th Street; thence along said Easterly right-of-way line of 112th Street on the following described courses; thence N00°12'10"E a distance of 611.79 feet; thence Northeasterly on a curve to the right with a radius of 239.37 feet a distance of 168.35 feet; thence N40°30'00"E a distance of 175.09 feet to the Point of Beginning.

and.

That part of Lot 62 of Escalante Hills, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, which is legally described as follows:

Beginning at the Southwesterly corner of said Lot 9, Escalante Hills; thence N67°14'54"E (assumed bearing), along the Southerly line of said Lot 9, Escalante Hills, a distance of 164.63 feet to a point on the Westerly right-of-way line of 112th Street, said point also being the Southeasterly corner of said Lot 9, Escalante Hills; thence Southeasterly, along said westerly right-of-way line of 112th Street, on a curve to the left with a radius of 373.91 feet a distance of 46.47 feet, said curve having a long chord which bears S26°18'36"E a distance of 46.41 feet, to the Northwesterly corner of said Lot 10, Escalante Hills; thence S60°07'54"W, along the Westerly line of said Lot 10, Escalante Hills, a distance of 80.94 feet to the Southwesterly corner of said Lot 10, Escalante Hills; thence S12°35'01"W, along the Westerly line of said Lots 11 and 12, Escalante Hills; a distance of 134.20 feet to the Southwesterly corner of said Lot 12, Escalante Hills; thence S00°06'05"E, along the West line of said Lots 13 thru 16, Escalante Hills, a distance of 282.50 feet to the Southwest corner of said Lot 17, Escalante Hills; thence N89°53'55"E, along the South line of said Lots 17 and 18, Escalante Hills, a distance of 240.00 feet to the Southeast corner of said Lot 18, Escalante Hills; thence N00°06'05"W, along the East line of said Lots 19 thru 22, Escalante Hills, a distance of 282.50 feet to the Northeast corner of said Lot 22, Escalante Hills; thence N27°13'15"E, along the Easterly line of said Lot 23, Escalante Hills, a distance of 27.64 feet to a point on the Southerly right-of-way line of Larimore Avenue, said point also being the Northeasterly corner of said Lot 23, Escalante Hills; thence Southeasterly, along said Southerly right-of-way line of Larimore Avenue on a curve to the left with a radius of 373.91 feet a distance of 14.57 feet, said curve having a long

chord which bears S63°53'44"E a distance of 14.57 feet; thence S24°59'17"W a distance of 46.71 feet; thence S00°06'05"E a distance of 333.31 feet, to a point on the South line of said Lot 62, Escalante Hills; thence S89°53'55"W, along said South line of Lot 62, Escalante Hills, a distance of 321.35 feet to a point on the West line of said East 1/2 of the NE 1/4 of Section 5, said point also being the Southwest corner of said Lot 62, Escalante Hills; thence N00°12'10"E, along said West line of the East 1/2 of the NE 1/4 of Section 5, a distance of 506.90 feet to the Point of Beginning.

and

Lot 66 of Escalante Hills, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

and

Lot 160, Escalante Hills Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, the said above-referred to Covenants, Conditions and Restrictions were recorded in Book 564 at Page 589, of the Miscellaneous Records of Douglas County, Nebraska, said Covenants, Conditions and Restrictions hereinafter referred to as "Covenants," and

WHEREAS, this Declarant, Nebraska Service Corporation, a Nebraska Corporation, is the successor and assign of Black and Elliot Development Company, and is the owner of the above-described lots, exclusive of the "Common Area," and

WHEREAS, Article V of the Covenants, provided as follows:

"ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its

designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with."

WHEREAS, the undersigned, Nebraska Service Corporation, a Nebraska Corporation, this Declarant, now desires to supplement the said Covenants, pursuant to Article VI, section 3, by deleting Article V as hereinabove set forth and substituting in its place new Architectural Control standards on said lots in order to enhance the desirability of said lots for residential purposes.

NOW THEREFORE, this Declarant, Nebraska Service Corporation, a Nebraska Corporation, does hereby supplement said Covenants with respect to the above-described lots and recorded in Book 564 at Page 589 of the Miscellaneous Records of Douglas County, Nebraska, by deleting Article V Architectural Control of the Covenants as hereinabove set forth, and in its place substituting therefore the following:

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Escalante Architectural Control Committee shall consist of three (3) or more persons designated by the Declarant, or designated by the Declarant's successors and assigns. Upon the resignation, for any reason, of one of the committee members, the remaining members shall promptly appoint a replacement. Until such appointment has been made, the remaining members shall exercise the committee's authority. The members of the committee need not be residents of Escalante Hills Replat II, Escalante Hills, or Escalante Hills Replat.

Section 2. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Escalante Architectural Control Committee, as to exterior design, exterior color scheme, use of exterior materials, lot

grading and placement of structures on the lot. No sign or billboard or fence of any kind or size shall be erected, placed or permitted to remain on any lot until the Escalante Architectural Control Committee has given its written approval therefor. The Declarant specifically reserves 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 Escalante Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way, the kind of plans and specifications which the Committee will approve for the subject property. Failure of Declarant 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 applicant for approval as shown on the submitted plan shall operate to release such plans and specifications from the provisions of this Article V, Section 2.

Section 3. The following building restrictions shall apply to the above-described lots in ESCALANTE HILLS REPLAT II, ESCALANTE HILLS AND ESCALANTE HILLS REPLAT:

a) The following building restrictions apply to the above-described lots in ESCALANTE HILLS and ESCALANTE HILLS REPLAT. Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1400 square feet on the ground floor for a one-story house or one-and-one-half story house if an attached garage plan (1500 square feet being required if a basement garage

plan); 1800 square feet above basement level for a two-story house; 1600 square feet throughout the house for a tri-level house, and the foundation walls (including that of the garage) must enclose an inside ground area of not less than 1300 square feet; 1500 square feet above the foundation level for a bi-level, raised ranch or split-entry. In addition, each single-family dwelling shall contain at least 1 3/4 baths, as measured by current industry standards as to what constitutes a bath or fraction thereof and each single-family dwelling shall provide enclosed garage space for at least two cars (attached or basement garages being permitted, except that basement garages shall not be permitted in two-story houses). No dwelling unit shall exceed two stories in height.

b) The following building restrictions apply to the above-described lots in ESCALANTE HILLS REPLAT II. Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1300 square feet on the ground floor for a one-story house or one-and-one-half story house if an attached garage plan (1400 square feet being required if a basement garage plan); 1700 square feet above basement level for a two-story house; 1500 square feet throughout the house for a tri-level house, and the foundation walls (including that of the garage) must enclose an inside ground area of not less than 1300 square feet; 1400 square feet above the foundation level for a bi-level, raised ranch or split-entry. In addition, each single-family dwelling shall contain at least 1 3/4 baths, as measured by current industry standards as to what constitutes a bath or fraction thereof and each single-family dwelling shall provide enclosed garage space for at least two cars (attached

or basement garages being permitted, except that basement garages shall not be permitted in two-story houses). No dwelling unit shall exceed two stories in height.

c) No building shall be located on any lot nearer to the front lot line, side lot line, or rear lot line than that permitted by the applicable zoning ordinances of the City of Omaha, as amended or as modified by the Board of Appeals; PROVIDED, HOWEVER, that in no event shall any building be located nearer than 25 feet from the front lot line, nor shall any building be closer than 5 feet from the side lot lines. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

d) The Escalante Architectural Control Committee may make exceptions to the above providing it is in harmony with the total plan.

Section 4. Said lots shall be used only for single-family residential purposes or for public park, nonprofit recreational, church or school purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling and a private garage, or any building used for the above purposes.

Section 5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No residence built in any other subdivision or area shall be permitted to be moved onto any of the above-described lots.

Section 7. All front exposed foundations of each dwelling shall be brick, and side and rear exposed foundations shall be painted in colors to harmonize with the exterior of the home. In lieu thereof, foundations may also be finished with stucco provided the same shall harmonize with the architectural design of the building and provided same is approved by the Escalante Architectural Control Committee.

Section 8. No outbuilding or attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Escalante Architectural Control Committee.

Section 9. 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.

Section 10. Contemporaneously with the completion of the improvements on the premises each lot shall be sodded in all locations not improved by buildings or paving. Within one year from date of completion or date of occupancy a minimum of five (5) deciduous trees shall be planted upon the lot, two of which trees shall be implanted in the front yard of the lot and additionally, a minimum of seven (7) bushes or shrubs shall be planted in the front yard of the lot. All of said sodding, trees, bushes or shrubs shall be adequately maintained upon the premises.

Section 11. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris.

Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Escalante Architectural Control Committee. All garbage or trash cans outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

Section 12. Automobiles and other self-propelled vehicles parked out-of-doors must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in the addition. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out-of-doors. Repair work on automobiles is not permitted outdoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right-of-way located between the pavement and the lot line of any residentially-zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer. No fence shall be erected or permitted to remain in front of the minimum building set back line applicable thereto. No clotheslines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

Section 13. Every owner shall have a right in easement of enjoyment in and to the "Common Area" which means all real property owned by the Sanitary and Improvement District No. 235 of Douglas County, Nebraska, or its successors-in-interest, for the common use and enjoyment of the owners. This right in easement shall be pertinent to and shall pass with the title to every lot. Any owner may delegate his right of enjoyment to the common area and facilities to the members of his family, guest or tenants: provided, however, that said owner shall be responsible to the association for the conduct upon and use by said family, guest or tenants of the common area. No motorcycles, motor carts, motor scooters, mini-bikes or snowmobiles shall be permitted or used in the common areas.

Section 14. A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, SID District 235, Metropolitan Utilities District of Omaha, their successors and assigns, to erect and operate, maintain repair, replace and renew buried or underground utility service lines for utility service to the above-noted lots over, under, through and upon a five-foot strip of land adjoining the rear and a five-foot strip of land adjoining the side boundary lines of said lots; said easement shall not necessarily refer to the platted or replatted side boundary lot line, but shall refer to the side boundary lot lines as ultimately conveyed; and said license being granted for the use and benefit of all present and future owners of said lots.

Section 15. The Escalante Architectural Control Committee may make exceptions to any of the above provisions provided it is in harmony with the total plan.

Except as herein supplemented, all provisions of said Covenants, Conditions and Restrictions for the above-described real property, including Common Area, shall remain in full force and effect.

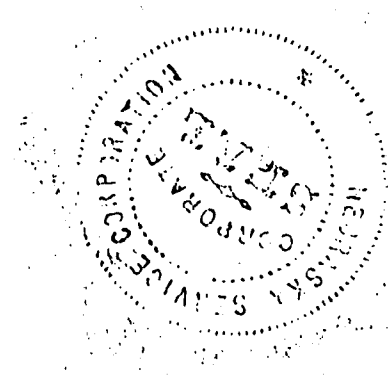
IN WITNESS WHEREOF, NEBRASKA SERVICE CORPORATION, a Nebraska Corporation, being the owner of all said real estate, (except Common Area) has executed these covenants this 7 day of November, 1979.

NEBRASKA SERVICE CORPORATION

By: Charles J. Leise
Charles J. Leise, Vice President

ATTEST:

[Signature]
Secretary

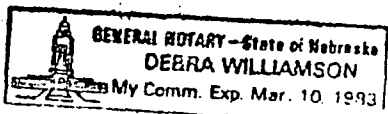


STATE OF NEBRASKA)
) SS.
COUNTY OF DODGE)

BOOK **627** PAGE **120**

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came Charles J. Leise, to me personally known to be the Vice President of NEBRASKA SERVICE CORPORATION, a Nebraska Corporation, and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

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



Debra Williamson
Notary Public

14 April

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