

Hyd a Hills

Marilyn Struckmeyer

From: Sara McCroden
Sent: Friday, April 02, 2010 11:21 AM
To: Harry Dillon; Marilyn Struckmeyer
Subject: FW: OTS93511- Date down endorsement

*2009/10
22, 218.12
all due*

*WD
DOT
just
TAP*

Hi,

Can you please do an update on this file from the policy forward? The endorsement from 2009 was not a datedown, it was merely to correct a typo on the policy so no search has been done since the policy. Please email typists when ready to go.

Thank you,
 Sara

From: Anna Cramer
Sent: Friday, April 02, 2010 11:01 AM
To: TS_Typists
Subject: OTS93511- Date down endorsement

Hello:

I believe Sharon sent a request yesterday for a date down endorsement for file OTS93511. Can you please advise as to when it will be ready? Please email to me and Diane, as Sharon is out today.

Thanks,

Anna



Please consider the environment before printing this email.



Anna Cramer
 General Counsel
 13915 Gold Circle
 Omaha, NE 68144
 402.905.3925 Phone
 402.972.5050 Cell
 402.905.3947 E-Fax
 acramer@omahatitle.com

Attention: The information contained herein is personal and confidential. Unauthorized distribution of this document is forbidden and may be punishable by applicable law. If you do not receive all the information described herein or if you have received this document in error, please destroy this document and call sender immediately upon receipt at the phone number listed above.

4/2/2010

(Prior Commit for Date End)
Down End

Commonwealth Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

Issued Through: Omaha Title & Escrow, Inc. 8027 South 83rd Ave. La Vista NE, 68128 402-331-8090 Fax: 402-331-8095

OTS93511 Revision Number 3

SCHEDULE A

1. Effective Date: **May 24, 2005, 8:00am**

2. Policy or Policies to be issued:

A. ALTA Owner's Policy - (10-17-92)

Amount: **\$4,200,000.00**

Premium: **\$50.00**

Proposed Insured:

Dodge-Lots Joint Venture, a Nebraska Joint Venture

B. ALTA Loan Policy - (10-17-92)

Amount: **\$4,200,000.00**

Premium: **\$6,880.00**

Proposed Insured:

First National Bank of Omaha, its successors and assigns, as their interests may appear.

C. ALTA Endorsement(s) to be issued in connection with the loan policy:

Endorsement Type: Contiguity Endorsement

Premium: \$25.00

3. The estate or interest in the land described or referred to in this commitment and covered herein is a **Fee Simple**, and title thereto is at the effective date hereof vested in:

Dodge-Lots Joint Venture, a Nebraska joint venture

4.

The land referred to in the Commitment is described as follows:

Lots 1 through 249, inclusive, Hyda Hills, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

AND

The real estate commencing at the Northeast corner of Lot 249, Hyda Hills Subdivision, in the Southwest quarter of Section 15, Township 13 North, range 13 East of the 6th P.M., Sarpy County, Nebraska, on the North line of said Southwest Quarter, and also the point of beginning; thence North 89°17'40" East on said North Line, for a distance of 1,795.51 feet to the Center of said Section 15; thence South 00°10'50" East on the East line of said Southwest Quarter, a distance of 1,915.80 feet, to the Northeast Corner of Lot 51, Hyda Hills Subdivision; thence South 89°49'10" West, 138 feet; thence North 00°10'50" West, 17.53 feet; thence South 89°49'10" West, 180.00 feet; thence North 00°10'50" West, 47.66 feet; thence South 89°49'10" West, 620.00 feet; thence North 00°10'50" West, 1,091.98 feet; thence South 89°17'40" West, 35.53 feet; thence North 00°42'20" West, 130 feet; thence South 89°17'40" West, 762.82 feet; thence North 00°42'20" West, 180.00 feet; thence South 89°17'40" West, 80.31 feet; thence North 00°42'20" West, 130.00 feet; thence North 89°17'40" East 13.50 feet; thence North 00°42'20" West, 130.00 feet; thence North 89°17'40" East, 14.56 feet; thence North 00°42'20" West, 180.00 feet to the point of beginning.

Commonwealth Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

OTS93511 Revision Number 3

SCHEDULE B - SECTION I

The following requirements must be complied with:

1. Pay the full consideration to, or for the account of the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect alien for labor or material.
4. Instrument creating the estate or interest must be executed and filed for record, to wit:

5. **Loan documents executed by Dodge-Lots Joint Venture, a Nebraska Joint Venture, in due form, signed by its authorized signatory(ies), in favor of First National Bank of Omaha.**
6. **Provide to Omaha Title & Escrow, Inc. a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at a closing by the owners of the subject property described herein on Schedule A will serve to delete the standard lien and possession exceptions as they appear on the lenders final policy to be issued.**
7. **Order Verbal update from Omaha Title & Escrow, Inc. prior to closing to detect any matters appearing of record after the effective date of this commitment.**
8. **NOTE: IF ANY ENDORSEMENTS ARE REQUIRED BY THE LENDER, THEY MUST BE ORDERED PRIOR TO CLOSING OF THIS TRANSACTION. ANY ENDORSEMENTS ORDERED AFTER CLOSING WILL BE BILLED DIRECTLY TO THE LENDER.**

067 2005
18571

NOT
2005-18572

Commonwealth Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

OTS93511 Revision Number 3

SCHEDULE B - SECTION II

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the necessary deeds and/or mortgages in insurable form, the policy or policies will be issued containing the exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not now shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the current public records or attaching subsequent to the effective date hereof but prior to the date proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy)

2009/10 6. 22,218.12 all due
Tax Key Number 010-613-021; 2004 County / 2005 City Taxes due and payable in 2005 billed as follows: \$38,162.62 Total; ~~First half is paid~~; Second half is paid.

This property is located within the boundaries of Sanitary and Improvement District #270. NOTE: Information should be obtained from the Clerk of the Sanitary and Improvement District as to the existence of any pending special assessments not currently certified to in the Office of the County Treasurer, which may affect subject property.

8.

Return of Appraisers recorded April 11, 1980 in Book 53 at Page 233 of the Records of Sarpy County, NE.

9.

MUD Notice recorded March 11, 1974 in Book 47 at Page 128 of the Records of Sarpy County, NE.

10.

Plat and Dedication recorded May 24, 2005 at Instrument Number 2005-16910 of the Records of Sarpy County, NE, which contains certain terms, restrictions and provisions as contained therein.

11.

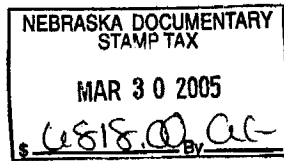
For information purposes only: IN THE EVENT the Security Instrument to be used in Connection with this transaction is a Trust Deed, the final policy will provide NO COVERAGE for any loss arising from lack of qualification of the Trustee therein named, pursuant to the Nebraska Trust Deed Act Section 76-1001, ET.SEQ., of the Revised and Reissued Statutes of Nebraska. ADDITIONALLY, NO COVERAGE IS PROVIDED for special assessments levied and certified to the Office of the County Treasurer after the effective date of the Title Insurance Policy. Buyers are advised to make inquiry of the City or Village in which the property lies as to any unpaid charges for litter or weed removal, sidewalk repair or any other services.

*No / Spe
no / TX Sale
Redeemed*

DOT 2005/18571

NAC 2005-18572

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-09722
2005 MAR 30 P 4:00 R
Glenn J. Downing
REGISTER OF DEEDS



COUNTER AC C.E. AC
VERIFY PA D.E. AM
PROOF 1
FEES \$ 5.50
CHECK# 15010
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Fredrick Gerald Hyda and Lorraine A. Hyda, husband and wife, hereinafter called Grantor, in consideration of the sum of Ten Dollars and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto Dodge-Lots Joint Venture, a Nebraska joint venture, hereinafter called Grantee, the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

The Southwest Quarter (SW1/4) of Section 15, Township 13 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska

The conveyance is subject to protective covenants, restrictions, easements and encumbrances of record. The conveyance is further subject to a pro-rated share of current real estate taxes, subsequent taxes, and special assessments against the above described premises which may be subsequently assessed and levied.

TO HAVE and to hold the premises above described together with all the tenements, hereditaments and appurtenances thereto belonging unto the said Grantee and to its or his successors and assigns forever.

AND THE GRANTOR herein for itself or its successors, does hereby covenant and agree to and with the said Grantee and its or his successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrances and restrictions except as stated above.

THAT THE GRANTOR does hereby covenant to warrant and defend the said premises against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on this 29th day of March, 2005.

Fredrick Gerald Hyda
Fredrick Gerald Hyda

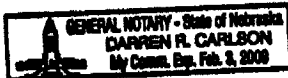
Lorraine A. Hyda
Lorraine A. Hyda

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me on this 29th day of March, 2005, by Fredrick Gerald Hyda and Lorraine A. Hyda, husband and wife, and they acknowledged that they executed this as their voluntary act and deed.

My commission expires: 2-3-2009

Darren R. Carlson
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-18571

2005 JUN -6 P 1:22 3

Shirley J. Lawling
REGISTER OF DEEDS

COUNTER 15 C.E. 1
VERIFY OK D.E. 1
PROOF OK
FEES \$ 190.00
CHECK# 1486713
CHG. CASH
REFUND CREDIT
SHORT NCR

**DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN THAT IS A CONSTRUCTION SECURITY INTEREST.

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, made this 2 day of June, 2005, among Dodge-Lots Joint Venture, a Nebraska joint venture, as Trustor, First National Bank of Omaha, a national banking association, as Trustee, and First National Bank of Omaha, a national banking association, as Beneficiary:

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the following described real estate (the "Real Estate"):

The real estate in Sarpy County, Nebraska, legally described on Exhibit "A" attached hereto and by this reference incorporated herein.

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustor or in which Trustor now has or hereafter acquires an interest; (e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or

A

in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and (h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor. The Real Estate, Improvements and the additional property above described are hereinafter referred to as the "Mortgaged Property."

FOR THE PURPOSE OF SECURING EACH OF THE FOLLOWING (the "Secured Obligations"):

A. Payment of the principal sum of Four Million Two Hundred Thousand Dollars (\$4,200,000) evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "Promissory Note") issued by Trustor in said amount and payable to the order of Beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.

B. Performance, discharge of and compliance with every other obligation, covenant and agreement of Trustor in the Promissory Note, other than as set forth in A. above.

C. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor contained herein, incorporated herein by reference or contained in any other "Loan Document," as defined in the Promissory Note or in any other agreement now or hereafter at any time given by Trustor to secure any indebtedness or obligation hereby secured, or any part thereof.

D. Payment of all fees and charges of Beneficiary, whether or not set forth herein.

E. Payment of future advances necessary to protect the Mortgaged Property.

F. Payment of future advances to be made at the option of Trustor and Beneficiary.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

1. **Title:** That it is lawfully seized and possessed of a good and indefeasible title and estate to the Mortgaged Property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Mortgaged Property, subject only to the Permitted Exceptions set forth in Exhibit "B" attached hereto and by this reference incorporated herein as if fully set forth.

2. **Maintenance:** To keep the Mortgaged Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof, to comply with the provisions of restrictions affecting the Mortgaged Property; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon the Mortgaged Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

I

25. **General Provisions:** (a) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Beneficiary" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Beneficiary herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust, and shall not be used in construing it. If more than one person is named herein as Trustor, each obligation of Trustor shall be the joint and several obligation of each such person. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

26. **Acceptance:** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

27. **Address for Mailing Notices:** Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to each person itemized below at the address indicated:

Dodge-Lots Joint Venture, Trustor

c/o W. L. Morrison, Jr.
N.P. Dodge Company
8701 West Center Road
Omaha, Nebraska 68114

First National Bank of Omaha, Trustee
and Beneficiary

First National Bank of Omaha
Attn: Senior Officer, Mortgage Loan Department
1620 Dodge Street
Omaha, Nebraska 68102

With a copy to:

James D. Buser, Esquire
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

28. **Miscellaneous:**

(a) Any provision in this Deed of Trust to the contrary notwithstanding, the occurrence of any default or Event of Default and the right of Beneficiary to accelerate contained herein shall be subject to the applicable grace and cure periods, if any, provided in the Promissory Note secured hereby.

(b) Notwithstanding anything contained in this Deed of Trust to the contrary or contained in the Promissory Note or contained in any other "Loan Document," as defined in the Promissory Note, the sale of lots, or portions of lots, from the Real Estate of the Trustor in the ordinary course of its business shall not constitute an Event of Default or a default under the Promissory Note, this Deed of Trust or under any of the other Loan Documents, or enable the Beneficiary or Trustee to accelerate the indebtedness secured hereby.

(c) Provided that an Event of Default or default has not occurred and is not continuing under this Deed of Trust, the Promissory Note or any of the other Loan Documents, Trustee and Beneficiary shall reconvey platted lots comprising the Real Estate upon receipt of the Applicable Principal Reduction set forth in the Promissory Note secured hereby and the payment of Fifty Dollars (\$50.00) Release Fee for each lot reconveyed from this Deed of Trust.

J

(d) Trustee and Beneficiary hereby agree to execute such documents and take such actions as shall reasonably be required for the subdivision platting of the Real Estate into the Hyda Hills subdivision and for the Sanitary and Improvement District's installation of improvements.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above written.

BORROWER:

DODGE-LOTS JOINT VENTURE, a Nebraska joint venture

By: **DODGE LAND CO.**, a Nebraska corporation

By: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

By: **LOTS, INC.**, a Nebraska corporation

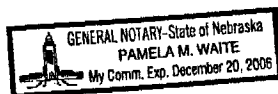
By: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

FIRST NATIONAL BANK OF OMAHA, a national banking association

By: *Shirley W. Mungin*
Title: V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

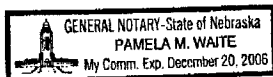
The foregoing instrument was acknowledged before me this 2 day of June, 2005, by W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation, joint venture partner of Dodge-Lots Joint Venture, a Nebraska joint venture, on behalf of the joint venture.



Pamela M. Waite
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of June, 2005, by W. L. Morrison, Jr., President of Lots, Inc., a Nebraska corporation, joint venture partner of Dodge-Lots Joint Venture, a Nebraska joint venture, on behalf of the joint venture.



Pamela M. Waite
Notary Public

00225042

Legal

K

EXHIBIT "A"

Legal Description

✗

Lots 1 through 249, inclusive, Hyda Hills, a subdivision as surveyed, platted and recorded in ~~Douglas~~ ^{SARPY} County, Nebraska

And

✗

The real estate commencing at the Northeast Corner of Lot 249, Hyda Hills Subdivision, in the Southwest Quarter of Section 15, Township 13 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, on the North Line of said Southwest Quarter, and also the Point of Beginning; thence North 89 degrees 17 minutes 40 seconds East on Said North Line, for a distance of 1,795.51 feet to the Center of Said Section 15; thence South 00 degrees 10 minutes 50 seconds East on the East line of Said Southwest Quarter, a distance of 1,915.80 feet, to the Northeast Corner of Lot 51, Hyda Hills Subdivision; thence South 89 degrees 49 minutes 10 seconds West, 138 feet; thence North 00 degrees 10 minutes 50 seconds West, 17.53 feet; thence South 89 degrees 49 minutes 10 seconds West, 180.00 feet; thence North 00 degrees 10 minutes 50 seconds West, 47.66 feet; thence South 89 degrees 49 minutes 10 seconds West, 620.00 feet; thence North 00 degrees 10 minutes 50 seconds West, 1,091.98 feet; thence South 89 degrees 17 minutes 40 seconds West, 35.53 feet; thence North 00 degrees 42 minutes 20 seconds West, 130 feet; thence South 89 degrees 17 minutes 40 seconds West, 762.82 feet; thence North 00 degrees 42 minutes 20 seconds West, 180.00 feet; thence South 89 degrees 17 minutes 40 seconds West, 80.31 feet; thence North 00 degrees 42 minutes 20 seconds West, 130.00 feet; thence North 89 degrees 17 minutes 40 seconds East, 13.50 feet; thence North 00 degrees 42 minutes 20 seconds West, 130.00 feet; thence North 89 degrees 17 minutes 40 seconds East, 14.56 feet; thence North 00 degrees 42 minutes 20 seconds West, 180.00 feet to the Point of Beginning.

2005-18571 L

EXHIBIT "B"

Permitted Exceptions

1. Return of Appraisers recorded April 11, 1980 in Book 53 at Page 233 of the Records of Sarpy County, Nebraska.
2. MUD Notice recorded March 11, 1974 in Book 47 at Page 128 of the Records of Sarpy County, NE.
3. Plat and Dedication recorded May 24, 2005 at Instrument Number 2005-16910 of the Records of Sarpy County, Nebraska.

FILED SARPY CO. NE. COUNTER 5 C.E. ✓
 INSTRUMENT NUMBER VERIFY ON D.E. P
2005-18572 PROOF ON
 2005 JUN -6 P 1:23 R FEES \$ 140.00
 CHECK# 1480713
 CHG. CASH
 REFUND CREDIT
 SHORT NCR
Glenn J. Harding
 REGISTER OF DEEDS

6 MO

NOTICE OF COMMENCEMENT

1. The real estate being or intended to be improved or directly benefited is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

2. a. The contracting owner is: Dodge-Lots Joint Venture
- b. The address of contracting owner is: 8701 West Dodge Road
Omaha, Nebraska 68114
- c. The interest of contracting owner in the real estate is: fee simple title owner.
- d. The name and address of the fee simple title holder, if other than the contracting owner, is: Not applicable.

3. If, after this Notice of Commencement is recorded, a lien is recorded as to an improvement covered by this Notice of Commencement, the lien has priority from the time this Notice of Commencement is recorded.

4. The duration of this Notice of Commencement is six (6) months.

5. If this Notice of Commencement is limited to a particular improvement project, or portion thereof, on the real estate, the limitation is as follows: None.

Dated: June 2, 2005.

BORROWER:

DODGE-LOTS JOINT VENTURE, a Nebraska joint venture

By: **DODGE LAND CO.**, a Nebraska corporation

By: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

By: **LOTS, INC.**, a Nebraska corporation

By: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

OT-93511

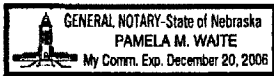
RJR

FIRST NATIONAL BANK OF OMAHA
 Mortgage Loan Department
 One First National Center
 Omaha, Nebraska 68102

A

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

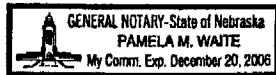
The foregoing instrument was acknowledged before me this 2 day of June, 2005, by W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation, joint venture partner of Dodge-Lots Joint Venture, a Nebraska joint venture, on behalf of the joint venture.



Pamela M. Waite
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of June, 2005, by W. L. Morrison, Jr., President of Lots, Inc., a Nebraska corporation, joint venture partner of Dodge-Lots Joint Venture, a Nebraska joint venture, on behalf of the joint venture.



Pamela M. Waite
Notary Public

00225043

2005-18572B

EXHIBIT "A"

Legal Description

Lots 1 through 249, inclusive, Hyda Hills, a subdivision as surveyed, platted and recorded in ~~Douglas~~ County, Nebraska

SARPY

And

The real estate commencing at the Northeast Corner of Lot 249, Hyda Hills Subdivision, in the Southwest Quarter of Section 15, Township 13 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, on the North Line of said Southwest Quarter, and also the Point of Beginning; thence North 89 degrees 17 minutes 40 seconds East on Said North Line, for a distance of 1,795.51 feet to the Center of Said Section 15; thence South 00 degrees 10 minutes 50 seconds East on the East line of Said Southwest Quarter, a distance of 1,915.80 feet, to the Northeast Corner of Lot 51, Hyda Hills Subdivision; thence South 89 degrees 49 minutes 10 seconds West, 138 feet; thence North 00 degrees 10 minutes 50 seconds West, 17.53 feet; thence South 89 degrees 49 minutes 10 seconds West, 180.00 feet; thence North 00 degrees 10 minutes 50 seconds West, 47.66 feet; thence South 89 degrees 49 minutes 10 seconds West, 620.00 feet; thence North 00 degrees 10 minutes 50 seconds West, 1,091.98 feet; thence South 89 degrees 17 minutes 40 seconds West, 35.53 feet; thence North 00 degrees 42 minutes 20 seconds West, 130 feet; thence South 89 degrees 17 minutes 40 seconds West, 762.82 feet; thence North 00 degrees 42 minutes 20 seconds West, 180.00 feet; thence South 89 degrees 17 minutes 40 seconds West, 80.31 feet; thence North 00 degrees 42 minutes 20 seconds West; 130.00 feet; thence North 89 degrees 17 minutes 40 seconds East, 13.50 feet; thence North 00 degrees 42 minutes 20 seconds West; 130.00 feet; thence North 89 degrees 17 minutes 40 seconds East, 14.56 feet; thence North 00 degrees 42 minutes 20 seconds West, 180.00 feet to the Point of Beginning.

TAXES ASSESSED AND LIMITED *John H. Lewis*
CURRENT YEAR ARE NEITHER DULY PAID, TREASURERS CERTIFICATE
IS ONLY VALID UNTIL BEGINNING OF THIS YEAR.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-44119
2005 NOV 30 P 1:57 PM
Sergey G. Shumakov
REGISTER OF DEEDS

COUNTER AL C.E. WA
VERIFY AS D.E. WA
PROOF P
FEES \$ 72.00
CHECK# 15033
CHG. CASH
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DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HYDA HILLS

THIS DECLARATION, made on the date hereinafter set forth by DODGE-LOTS JOINT VENTURE, a Nebraska joint venture, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 45, inclusive, Lots 109 through 122, inclusive, and Lots 219 through 233, inclusive, in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 1 through 45, inclusive, Lots 109 through 122, inclusive, and Lots 219 through 233, inclusive, in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 1 through 45, inclusive, Lots 109 through 122, inclusive, and Lots 219 through 233, inclusive, in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Dodge-Lots Joint Venture, a Nebraska joint venture, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

A

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

A

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

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2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

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1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

B

a. Each one story dwelling unit shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,900 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have one attached, enclosed, side-by-side, two (2) car garage minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Additional garages, which are part of the dwelling structure, may be permitted at the discretion of the Architectural Control Committee. Detached garages and/or detached accessory buildings are not permitted.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace, including a direct-vent fireplace, is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace, including a direct-vent fireplace, and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. Rear and side yard fencing shall be permitted only with the prior written approval of the Architectural Control Committee and shall not be closer than forty-five (45) feet to the front lot line nor closer than twenty (20) feet to the street side lot line on a corner lot. However, ornamental or decorative fencing may be permitted in other areas, provided it has an opening ratio of 80% or more and only with the prior written approval of the Architectural Control Committee. Fences shall be constructed only of wood, vinyl, decorative iron, brick or stone, or other fencing which has the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences including vinyl coated wire or chain-link fences shall not be permitted on residential lots but may be used in parks or public areas as

C

needed or required for pedestrian protection or for sporting equipment. Temporary or permanent barbed wire, electrical and/or snow fencing are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to panelized construction if approved by the Architectural Control Committee. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear or side yard of the dwelling, but in no case closer than ten (10) feet to the neighboring property line.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. 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 dwelling 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 Bellevue and any revision thereof. The maintenance of said sidewalks, including but not limited to snow, ice and debris removal, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling 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.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No non-retractable clothesline shall be permitted outside of any dwelling at any time.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches except as otherwise provided herein.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious 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 and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens may be permitted, only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Rock gardens, waterfalls, landscaping and yard patios may be allowed at the sole and absolute discretion of the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Hyda Hills or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of portland cement concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. The area between the street and sidewalk shall be sodded and used for no other purpose. All yards shall be sodded and the tree planted within one (1) year from the date the foundation for the residence on the Lot was completed. Provided, however, on lots where a portion of the lot has been graded by the developer with the original subdivision grading with slope equal to, or steeper than, 2.75 horizontal to 1 vertical (2.75:1), that portion of the lot may be planted to native grasses that do not require mowing. Further, the sod requirement will not apply to wetland areas.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Provided, however, satellite dishes of 18" diameter or less may be allowed on the rear of the dwelling with the approval of the Architectural Control Committee.

ARTICLE IV Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement is hereby reserved in favor of and granted to Qwest Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots;

E

provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed, without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in these perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 1 through 45, inclusive, Lots 109 through 122, inclusive, and Lots 219 through 233, inclusive, in Hyda Hills are not improved within five (5) years from the date that Qwest Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Qwest Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date Qwest Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by Qwest Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

2005-44119 F

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30th day of November, 2005.

DECLARANT:

DODGE LOTS JOINT VENTURE
a Nebraska joint venture,

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

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

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

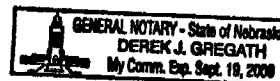
By: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of November, 2005, before me the undersigned, a Notary Public personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, and the joint venture.

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

Derek J. Gregath
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
SCC6-32029
2006 SEP 15 P 2:03 PM
Shirley J. Newling
REGISTER OF DEEDS

COUNTER EW C.E. EW
VERIFY a D.E. EW
PROOF _____
FEES \$ 122.50
CHECK # 15067
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HYDA HILLS

THIS DECLARATION, made on the date hereinafter set forth by DODGE-LOTS JOINT VENTURE, a Nebraska joint venture, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 46 through 108, inclusive, Lots 123 through 218, inclusive,
and Lots 234 through 249, inclusive, in Hyda Hills, a subdivision
as surveyed, platted and recorded in Sarpy County, Nebraska,
and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 46 through 108, inclusive, Lots 123 through 218, inclusive, and Lots 234 through 249, inclusive, in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 46 through 108, inclusive, Lots 123 through 218, inclusive, and Lots 234 through 249, inclusive, in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Dodge-Lots Joint Venture, a Nebraska joint venture, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

A

ARTICLE II ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

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2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

B

a. Each one story dwelling unit shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,900 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Bellevue as the same may be amended from time to time.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have one attached, enclosed, side-by-side, two (2) car garage minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Additional garages, which are part of the dwelling structure, may be permitted at the discretion of the Architectural Control Committee. Detached garages and/or detached accessory buildings are not permitted.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. In the event that a fireplace, including a direct-vent fireplace, is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace, including a direct-vent fireplace, and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. Rear and side yard fencing shall be permitted only with the prior written approval of the Architectural Control Committee and shall not be closer than forty-five (45) feet to the front lot line nor closer than twenty (20) feet to the street side lot line on a corner lot. However, ornamental or decorative fencing may be permitted in other areas, provided it has an opening ratio of 80% or more and only with the prior written approval of the Architectural Control Committee. Fences shall be constructed only of wood, vinyl,

C

decorative iron, brick or stone, or other fencing which has the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences including vinyl coated wire or chain-link fences shall not be permitted on residential lots but may be used in parks or public areas as needed or required for pedestrian protection or for sporting equipment. Temporary or permanent barbed wire, electrical and/or snow fencing are strictly prohibited.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to panelized construction if approved by the Architectural Control Committee. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear or side yard of the dwelling, but in no case closer than ten (10) feet to the neighboring property line.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. 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 dwelling 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 Bellevue and any revision thereof. The maintenance of said sidewalks, including but not limited to snow, ice and debris removal, shall be the responsibility of the Owners of said Lot.

9. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor to cause damage to the building or neighboring buildings or lots.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling 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.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No non-retractable clothesline shall be permitted outside of any dwelling at any time.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on

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the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots, shall be allowed to reach more than a maximum height of twelve (12) inches except as otherwise provided herein.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious 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 and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. Small vegetable gardens may be permitted, only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Rock gardens, waterfalls, landscaping and yard patios may be allowed at the sole and absolute discretion of the Architectural Control Committee.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Hyda Hills or signs approved by the Architectural Control Committee in writing.

20. All driveways shall be constructed of portland cement concrete.

21. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

22. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. The area between the street and sidewalk shall be sodded and used for no other purpose. All yards shall be sodded and the tree planted within one (1) year from the date the foundation for the residence on the Lot was completed. Provided, however, on lots where a portion of the lot has been graded by the developer with the original subdivision grading with slope equal to, or steeper than, 2.75 horizontal to 1 vertical (2.75:1), that portion of the lot may be planted to native grasses that do not require mowing. Further, the sod requirement will not apply to wetland areas.

23. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Provided, however, satellite dishes of 18" diameter or less may be allowed on the rear of the dwelling with the approval of the Architectural Control Committee.

E

ARTICLE IV
Easements and Licenses

A. Power and Communication Easements. A perpetual license and easement for utilities was granted on the plat of Hyda Hills recorded at Instrument #2005-16910 of the Register of Deeds office of Sarpy County, Nebraska. Other additional easements have been granted on some lots and recorded in Sarpy County, Nebraska records.

B. Underground Service. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V
COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of Lots 46 through 108, inclusive, Lots 123 through 218, inclusive, and Lots 234 through 249, inclusive, in Hyda Hills are not improved within five (5) years from the date that Qwest Communications or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Qwest Communications or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that phase have been improved within the Five (5) Year Term. In determining the date Qwest Communications or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by Qwest Communications or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law at which individuals may contract if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. Enforcement of Covenants. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of Declaration and Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

C. Invalidation by Court. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

2006-32029F

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 8th day of September, 2006.

DECLARANT:

DODGE LOTS JOINT VENTURE
a Nebraska joint venture,

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

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

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

By: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 8th day of September, 2006, before me the undersigned, a Notary Public personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, and the joint venture.

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

Kristy J. Gregath
Notary Public



A

CERTIFICATE

Pursuant to Section 31-727.01 of the Revised Statutes of Nebraska Annotated (Michie 2001) the undersigned hereby states that at the first meeting of the Board of Trustees of SID 270 of Sarpy County, Nebraska held on April 18, 2005, with a necessary quorum present, the Board of Trustees appointed a Chairman and Clerk and directed the undersigned Clerk to certify to the following:

(1) The number of the Sanitary and Improvement District is number 270 of Sarpy County, Nebraska.

(2) The outer boundaries of the District are shown on the attached Exhibit "A".

(3) The purpose or purposes for which the District was formed are the following:

The purposes of the District shall be to acquire, install, repair, maintain, renew and replace electric service lines and conduits, a sanitary sewer system, a storm sewer system, a water system, an emergency management warning system, a system of sidewalks, public roads, streets and highways, public waterways, docks or wharfs, and related appurtenances, to contract for water for fire protection and for resale to residents of the District, to contract for police protection and security services, and to contract for gas and electricity for street lighting for the public streets and highways within the District, to contract for the construction of a gas distribution system, to contract for the construction of electric service lines and conduits, to construct or to contract for the construction of dikes and levees for flood protection for the District, and to acquire, improve, and to operate public parks, playgrounds, and recreational facilities for the joint use of the residents of the contracting districts, and to contract for any public purpose specifically authorized in Section 31-727 of the Revised Statutes of Nebraska Annotated (Michie 2001), as amended, or a combination of any one or more of such purposes, or all of such purposes. In lieu of establishing its own water system, the District may contract with any utilities district, municipality, or corporation for the installation of a water system and to provide water service for fire protection and for the use of the residents of the District.

(4) The District has the power to levy an unlimited property tax to pay its debt and its expenses of operation or maintenance.

(5) The District is required to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by the District.

B

(6) The annual budget of th District has not yet been adopted.

(7) The current tax levy of the District has not yet been set and therefore the same cannot be obtained from the County Clerk.

(8) Since there has not yet been a financial audit of the District, no such financial audit is on file with the Clerk of the District nor with the Auditor of Public Accountant.

Dated this 19th day of April, 2005.

Kristy J. Gephart
Clerk of SD 270 of Sarpy County, Nebraska

EXHIBIT A

N/A	Multi-Family	Industrial	Recreational	Minerals Non-Producing	State Assessed
Single Family	Commercial	Agricultural	Mobile Homes	Minerals Producing	Exempt

Search Criteria
Legal = hyda hills

256 Records have been found

2455-15, 23, 27,
30-41, 43, 47, 48, 50-53,
55-80, 84-93,

Parcel #	GIS	Owner	Value	Situs	Legal	
011585486	MapIT	HORIZON LAND CORP	\$36,000	14602 \S 24TH ST	LOT 1 HYDA HILLS	95-107,
011585487	MapIT	DELGADO/DAVID B	\$309,937	14604 \S 24TH ST	LOT 2 HYDA HILLS	115-116,
011585488	MapIT	HORIZON REALTY INC	\$36,000	14606 \S 24TH ST	LOT 3 HYDA HILLS	121-123
011585489	MapIT	HORIZON LAND CORP	\$36,000	14608 \S 24TH ST	LOT 4 HYDA HILLS	125-128
011585490	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 5 HYDA HILLS	130-138,
011585491	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 6 HYDA HILLS	140-146,
011585492	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 7 HYDA HILLS	146,
011585493	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 8 HYDA HILLS	150-227,
011585494	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 9 HYDA HILLS	234-237,
011585495	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 10 HYDA HILLS	239-246,
011585496	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 11 HYDA HILLS	244-249
011585497	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 12 HYDA HILLS	
011585498	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 13 HYDA HILLS	
011585499	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 14 HYDA HILLS	
011585500	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 15 HYDA HILLS	
011585501	MapIT	BEIGH/BRADY C & TERRI L	\$266,971	14905 \S 24TH AVE	LOT 16 HYDA HILLS	
011585502	MapIT	MING/CHARLES G & CHRISTINA A	\$269,740	14907 \S 24TH AVE	LOT 17 HYDA HILLS	
011585503	MapIT	MARKOWSKY/STEVEN P & JENNIFER L	\$72,419	14909 \S 24TH AVE	LOT 18 HYDA HILLS	
011585504	MapIT	HICKEY/STEPHEN G & DOMINICA D	\$40,000	15003 \S 24TH AVE	LOT 19 HYDA HILLS	
011585505	MapIT	MOFFAT/CLIF A & TAMARA R	\$384,390	15005 \S 24TH AVE	LOT 20 HYDA HILLS	
011585506	MapIT	MONARCH CONSTRUCTION INC	\$40,000	15007 \S 24TH AVE	LOT 21 HYDA HILLS	
011585507	MapIT	HORIZON LAND CORP	\$40,000	15009 \S 24TH AVE	LOT 22 HYDA HILLS	
011585508	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 23 HYDA HILLS	
011585509	MapIT	CIUREJ JR/ROBERT T	\$264,709	02307 \ORIOLE DR	LOT 24 HYDA HILLS	
011585510	MapIT	TARR/DERICK L & SERENITY	\$321,419	02305 \ORIOLE DR	LOT 25 HYDA HILLS	
011585511	MapIT	MONARCH BUILDERS LLC	\$19,200	02303 \ORIOLE DR	LOT 26 EXC PT FOR ROW HYDA HILLS	
011585512	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 27 EXC PT FOR ROW HYDA HILLS	
011585513	MapIT	KADNER/LESTER J & WENDIE J	\$279,724	02207 \ORIOLE DR	LOT 28 HYDA HILLS	
011585514	MapIT	HORIZON REALTY INC	\$19,200	02205 \ORIOLE DR	LOT 29 HYDA HILLS	
011585515	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 30 HYDA HILLS	
011585516	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 31 HYDA HILLS	
011585517	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 32 HYDA HILLS	
011585518	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 33 HYDA HILLS	
011585519	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 34 HYDA HILLS	

011585520	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 35 HYDA HILLS
011585521	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 36 HYDA HILLS
011585522	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 37 HYDA HILLS
011585523	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 38 HYDA HILLS
011585524	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 39 HYDA HILLS
011585525	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 40 HYDA HILLS
011585526	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 41 HYDA HILLS
011585527	MapIT	OAKHAVEN HOMES INC	\$50,000	01804 \ORIOLE DR	LOT 42 HYDA HILLS
011585528	MapIT	DODGE LOTS JOINT VENTURE	\$24,000		LOT 43 HYDA HILLS
011585529	MapIT	DEBUHR/STEVE & VICKIE L	\$357,071	01704 \ORIOLE DR	LOT 44 HYDA HILLS
011585530	MapIT	OAKHAVEN HOMES INC	\$50,000	01702 \ORIOLE DR	LOT 45 HYDA HILLS
011585531	MapIT	ERAUSQUIN/ANDREA D	\$269,777	15112 \S 17TH ST	LOT 46 HYDA HILLS
011585532	MapIT	DODGE LOTS JOINT VENTURE	\$22,560		LOT 47 HYDA HILLS
011585533	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 48 HYDA HILLS
011585534	MapIT	MCCALLIE/MARILYN L & BOBBY G	\$298,867	15111 \S 17TH ST	LOT 49 HYDA HILLS
011585535	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 50 HYDA HILLS
011585536	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 51 HYDA HILLS
011585537	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 52 HYDA HILLS
011585538	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 53 HYDA HILLS
011585539	MapIT	MCDONALD/ROBERT J & PATRICIA A	\$230,376	15102 \S 18TH ST	LOT 54 HYDA HILLS
011585540	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 55 HYDA HILLS
011585541	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 56 HYDA HILLS
011585542	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 57 HYDA HILLS
011585543	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 58 HYDA HILLS
011585544	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 59 HYDA HILLS
011585545	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 60 HYDA HILLS
011585546	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 61 HYDA HILLS
011585547	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 62 HYDA HILLS
011585548	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 63 HYDA HILLS
011585549	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 64 HYDA HILLS
011585550	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 65 HYDA HILLS
011585551	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 66 HYDA HILLS
011585552	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 67 HYDA HILLS
011585553	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 68 HYDA HILLS
011585554	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 69 HYDA HILLS
011585555	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 70 HYDA HILLS
011585556	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 71 HYDA HILLS
011585557	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 72 HYDA HILLS
011585558	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 73 HYDA HILLS
011585559	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 74 HYDA HILLS
011585560	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 75 HYDA HILLS
011585561	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 76 HYDA HILLS

011585562	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 77 HYDA HILLS
011585563	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 78 HYDA HILLS
011585564	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 79 HYDA HILLS
011585565	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 80 HYDA HILLS
011585566	MapIT	WITTIG/MARK P & IVONNE	\$72,914	02108 \TURTLE DOVE DR	LOT 81 HYDA HILLS
011585567	MapIT	BUCKLEY/KEITH A & SHARON A W	\$266,331	02107 \HUMMINGBIRD DR	LOT 82 HYDA HILLS
011585568	MapIT	SVAJGL/DONALD R & MARY P	\$272,071	14802 \S 20TH ST	LOT 83 HYDA HILLS
011585569	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 84 HYDA HILLS
011585570	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 85 HYDA HILLS
011585571	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 86 HYDA HILLS
011585572	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 87 HYDA HILLS
011585573	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 88 HYDA HILLS
011585574	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 89 HYDA HILLS
011585575	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 90 HYDA HILLS
011585576	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 91 HYDA HILLS
011585577	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 92 HYDA HILLS
011585578	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 93 HYDA HILLS
011585579	MapIT	MCMEN L/GARRY & CAMILLE M	\$280,248	15006 \S 20TH ST	LOT 94 HYDA HILLS
011585580	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 95 HYDA HILLS
011585581	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 96 HYDA HILLS
011585582	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 97 HYDA HILLS
011585583	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 98 HYDA HILLS
011585584	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 99 HYDA HILLS
011585585	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 100 HYDA HILLS
011585586	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 101 HYDA HILLS
011585587	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 102 HYDA HILLS
011585588	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 103 HYDA HILLS
011585589	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 104 HYDA HILLS
011585590	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 105 HYDA HILLS
011585591	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 106 HYDA HILLS
011585592	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 107 HYDA HILLS
011585593	MapIT	LUTERAN/JOSEPH & ANN M	\$310,160	01703 \MEADOWLARK LN	LOT 108 HYDA HILLS
011585594	MapIT	FRANZEN/NORRIS D & PATRICIA J	\$50,000	02002 \ORIOLE DR	LOT 109 HYDA HILLS
011585595	MapIT	ANDERSON/JASON & CARI A	\$356,083	02004 \ORIOLE DR	LOT 110 HYDA HILLS
011585596	MapIT	THAYER/CATHERINE E & DOUGLAS G	\$266,240	02006 \ORIOLE DR	LOT 111 HYDA HILLS
011585597	MapIT	REICHARDT/SCOTT E & MELISSA D	\$380,757	02008 \ORIOLE DR	LOT 112 HYDA HILLS
011585598	MapIT	MICHAEL MARTIN HOMES INC	\$50,000	02102 \ORIOLE DR	LOT 113 HYDA HILLS
011585599	MapIT	KERN/DAVID W & SANDRA L	\$310,548	02104 \ORIOLE DR	LOT 114 HYDA HILLS
011585600	MapIT	DODGE LOTS JOINT VENTURE	\$24,000		LOT 115 HYDA HILLS
011585601	MapIT	DODGE LOTS JOINT VENTURE	\$24,000		LOT 116 HYDA HILLS
011585602	MapIT	MONARCH CONSTRUCTION INC	\$50,000	02204 \ORIOLE DR	LOT 117 HYDA HILLS
		MONARCH CONSTRUCTION INC	\$50,000	02206 \ORIOLE DR	LOT 118 HYDA HILLS

011585603	MapIT				
011585604	MapIT	BRANNAN/DERRICK R & TEMPLE A	\$366,000	02208 \ORIOLE DR	LOT 119 HYDA HILLS
011585605	MapIT	CRAIG/WILLIAM R & CYDNEY C	\$364,101	02210 \ORIOLE DR	LOT 120 HYDA HILLS
011585606	MapIT	DODGE LOTS JOINT VENTURE	\$22,560		LOT 121 HYDA HILLS
011585607	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 122 HYDA HILLS
011585608	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 123 HYDA HILLS
011585609	MapIT	SKOFF/JOSEPH E & MINDY S	\$101,840	14906 \S 24TH ST	LOT 124 HYDA HILLS
011585610	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 125 HYDA HILLS
011585611	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 126 HYDA HILLS
011585612	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 127 HYDA HILLS
011585613	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 128 HYDA HILLS
011585614	MapIT	MULCAHY/CURTIS R & NICOLE	\$372,433	02207 \MEADOWLARK LN	LOT 129 HYDA HILLS
011585615	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 130 HYDA HILLS
011585616	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 131 HYDA HILLS
011585617	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 132 HYDA HILLS
011585618	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 133 HYDA HILLS
011585619	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 134 HYDA HILLS
011585620	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 135 HYDA HILLS
011585621	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 136 HYDA HILLS
011585622	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 137 HYDA HILLS
011585623	MapIT	DODGE LOTS JOINT VENTURE	\$21,600		LOT 138 HYDA HILLS
011585624	MapIT	BLIVEN/MICHAEL J & CHARMAGNE A	\$276,635	15007 \S 21ST ST	LOT 139 HYDA HILLS
011585625	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 140 HYDA HILLS
011585626	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 141 HYDA HILLS
011585627	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 142 HYDA HILLS
011585628	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 143 HYDA HILLS
011585629	MapIT	BLACKWELL/STERLIN & NANCY	\$361,612	14905 \S 21ST ST	LOT 144 HYDA HILLS
011585630	MapIT	IDEAL DESIGNS REMODELING	\$19,200	14903 \S 21ST ST	LOT 145 HYDA HILLS
011585631	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 146 HYDA HILLS
011585632	MapIT	STURLIN/SCOTTIE L & SHANNON R	\$19,200	14809 \S 21ST ST	LOT 147 HYDA HILLS
011585633	MapIT	KOMYATHY/KENNETH & SUZANNE	\$38,400	14807 \S 21ST ST	LOT 148 & 149 HYDA HILLS~
011585635	MapIT	DODGE LOTS JOINT VENTURE	\$19,200		LOT 150 HYDA HILLS
011585636	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 151 HYDA HILLS
011585637	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 152 HYDA HILLS
011585638	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 153 HYDA HILLS
011585639	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 154 HYDA HILLS
011585640	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 155 HYDA HILLS
011585641	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 156 HYDA HILLS
011585642	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 157 HYDA HILLS
011585643	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 158 HYDA HILLS
011585644	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 159 HYDA HILLS
011585645	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 160 HYDA HILLS

011585646	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585647	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585648	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585649	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585650	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585651	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585652	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585653	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585654	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585655	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585656	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585657	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585658	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585659	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585660	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585661	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585662	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585663	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585664	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585665	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585666	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585667	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585668	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585669	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585670	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585671	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585672	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585673	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585674	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585675	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585676	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585677	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585678	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585679	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585680	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585681	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585682	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585683	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585684	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585685	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585686	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585687	MapIT	DODGE LOTS JOINT VENTURE	\$17,280
011585688	MapIT	DODGE LOTS JOINT VENTURE	\$17,280

LOT 161 HYDA HILLS
LOT 162 HYDA HILLS
LOT 163 HYDA HILLS
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011585689	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 204 HYDA HILLS
011585690	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 205 HYDA HILLS
011585691	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 206 HYDA HILLS
011585692	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 207 HYDA HILLS
011585693	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 208 HYDA HILLS
011585694	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 209 HYDA HILLS
011585695	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 210 HYDA HILLS
011585696	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 211 HYDA HILLS
011585697	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 212 HYDA HILLS
011585698	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 213 HYDA HILLS
011585699	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 214 HYDA HILLS
011585700	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 215 HYDA HILLS
011585701	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 216 HYDA HILLS
011585702	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 217 HYDA HILLS
011585703	MapIT	DODGE LOTS JOINT VENTURE	\$14,400		LOT 218 HYDA HILLS
011585704	MapIT	DODGE LOTS JOINT VENTURE	\$14,400		LOT 219 HYDA HILLS
011585705	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 220 HYDA HILLS
011585706	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 221 HYDA HILLS
011585707	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 222 HYDA HILLS
011585708	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 223 HYDA HILLS
011585709	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 224 HYDA HILLS
011585710	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 225 HYDA HILLS
011585711	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 226 HYDA HILLS
011585712	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 227 HYDA HILLS
011585713	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 228 HYDA HILLS
011585714	MapIT	DODGE LOTS JOINT VENTURE	\$14,400		LOT 229 HYDA HILLS
011585715	MapIT	HORIZON LAND CORP	\$30,000	14609 \24TH ST	LOT 230 HYDA HILLS
011585716	MapIT	HORIZON LAND CORP	\$30,000	14607 \S 24TH ST	LOT 231 HYDA HILLS
011585717	MapIT	HORIZON LAND CORP	\$30,000	14605 \S 24TH ST	LOT 232 HYDA HILLS
011585718	MapIT	GRICE/CLAYTON T & JODI S	\$301,029	14603 \S 24TH ST	LOT 233 HYDA HILLS
011585719	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 234 HYDA HILLS
011585720	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 235 HYDA HILLS
011585721	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 236 HYDA HILLS
011585722	MapIT	BROADWAY/JAMES J & MELINDA S	\$310,924	14604 \S 23RD ST	LOT 237 HYDA HILLS
011585723	MapIT	MCCARY/MICHAEL C & ANGELA M	\$255,881	14602 \S 23RD ST	LOT 238 HYDA HILLS
011585724	MapIT	DODGE LOTS JOINT VENTURE	\$14,400		LOT 239 HYDA HILLS
011585725	MapIT	DODGE LOTS JOINT VENTURE	\$14,400		LOT 240 HYDA HILLS
011585726	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 241 HYDA HILLS
011585727	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 242 HYDA HILLS
011585728	MapIT	BEASLEY/JOHN DAVID & KIMBERLY M	\$246,023	02206 HUMMINGBIRD DR	LOT 243 HYDA HILLS
011585729	MapIT	DODGE LOTS JOINT VENTURE	\$15,360		LOT 244 HYDA HILLS
011585730	MapIT	DODGE LOTS JOINT VENTURE	\$17,280		LOT 245 HYDA HILLS

011585731	MapIT	DODGE LOTS JOINT VENTURE	\$17,280	LOT 246 HYDA HILLS
011585732	MapIT	DODGE LOTS JOINT VENTURE	\$17,280	LOT 247 HYDA HILLS
011585733	MapIT	DODGE LOTS JOINT VENTURE	\$17,280	LOT 248 HYDA HILLS
011585734	MapIT	DODGE LOTS JOINT VENTURE	\$14,400	LOT 249 HYDA HILLS
011585735	MapIT	SID 270	\$35	OUTLOT 1 HYDA HILLS
011585736	MapIT	SID 270	\$365	OUTLOT 2 HYDA HILLS
011585737	MapIT	SID 270	\$4,645	OUTLOT 3 HYDA HILLS
011585738	MapIT	SID 270	\$1,245	OUTLOT 4 HYDA HILLS
011585739	MapIT	SID 270	\$410	OUTLOT 5 HYDA HILLS
011585740	MapIT	SID 270	\$125	OUTLOT 6 HYDA HILLS
011591225	MapIT	STATE OF NE DEPT OF RDS	\$0	(ROW) IRREG 22.06 X 127.55 FT TRIA TRACT LOT 26 HYDA HILLS
011591226	MapIT	STATE OF NE DEPT OF RDS	\$0	(ROW) IRREG 39.28 X 90.91 FT TRT LOT 27 HYDA HILLS

MARCH 2006

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"TO DO" LIST

Title First
of Nebraska, LLC.

Date _____

402-498-5180 • Fax 402-498-5190

1. Plat - 2005-16910
2. _____
3. _____
4. PC - 2005-44119 - LTS/5-43
115-122
219-229
5. _____
6. _____
7. PC - 2006-32029 - LTS/ 47-107
123-218
234-249
8. _____
9. _____
10. Certificate 2005-13358
SIO # 270
11. Land Surveyors Cert - 2004-40723
12. _____
13. WD - 2005-09722
14. DOT - 2005-18571
15. ~~NOC - 2005-18572 - bmo out~~
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"TO DO" LIST

Title First
of Nebraska, LLC.

Date

3/

402-498-5180 • Fax 402-498-5190

Easements

2006-41379

2006-12212 ✓

1. 2005-46049 ✓ 2006-11894 ✓
2. 2005-46050 ✓ 33856 ✓
3. 2005-46630 * ✓ 33858 ✓
4. 2005-34995 ✓ 33857 ✓
5. 2005-46051 ✓ 33864 ✓
6. 46053 ✓ 46054 ✓ 33861 ✓
7. 46068 ✓ 33860 ✓
8. 46071 ✓ 33862 ✓ 33868
9. 46072 ✓ 33866 ✓ 33879 ✓
10. 46073 ✓ 33878 ✓
11. 46074 ✓ 33870 ✓
12. 46075 ✓ 2006-33848 ✓ 2006-33853 ✓
13. 46076 ✓ 33849 ✓ 33852 ✓
14. 46077 ✓ 33869 ✓ 33851 ✓
15. 46078 ✓ 33867 ✓ 33859 ✓
16. 46079 ✓ 2006-33865 ✓
17. 2005-46061 ✓
18. 2005-46062 ✓ 2006-33886 ✓ 2006-33877 ✓
19. 2005-46067 ✓ 33885 ✓ 33876 ✓
20. 2005-46080 ✓ 33884 ✓ 33875 ✓
21. 81 ✓ 33883 ✓ 33874 ✓
22. 82 ✓ 33882 ✓ 33873 ✓
23. 33880 ✓ 33850 ✓
24. 33872 ✓ 33871 ✓
25. 33855 ✓ 33854 ✓