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OMAHA, NE, 68114

BOOK 1114 PAGE 6



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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

FIRST AMENDED AND RESTATED
DECLARATION OF
STORM WATER DETENTION EASEMENT

This First Amended and Restated Declaration of Storm Water Detention Easement is made as of this 16th day of January, 1994, by and among WILLIAM H. FLEMING, a single person (herein "Fleming"), L & B DEVELOPMENT COMPANY, a Nebraska corporation (herein "L & B Development" and collectively with Fleming referred to herein as the "Declarant"), LAKEMONT HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (herein the "Association"), SCOTT MCCOPPIN and PAMELA C. MCCOPPIN, husband and wife (herein the "McCoppins"), and ROBERT BRUNING and SHARON BRUNING, husband and wife (herein the "Brunings").

Declarant is the owner of certain real property described as follows (herein the "Declarant Lots"):

OU-21530
Lots 1, 4, 5, 8, 11 and 12 in Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 and 2, *OU-21532* Lakemont Replat 1, being a replat of Lots 9 and 10, Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 and 2, *OU-21534* Lakemont Replat 2, being a replat of Lots 2 and 3, Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

The McCoppins are the owners of Lot 7, in Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein the "McCoppin Lot"). The Brunings are the owners of Lot 6, in Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein the "Bruning Lot" and collectively with the Declarant Lots and the McCoppin Lot referred to herein as the "Lots").

Declarant previously executed a Declaration of Storm Water Detention Easement dated September 24, 1993 (herein referred to as the "Declaration"). The Declaration has been recorded in the office of the Register of Deeds of Douglas County, Nebraska in Book 1097 at Page 584. Declarant was the owner of all of the Lots at the time of execution of the Declaration.

Declarant has determined that it is necessary to modify the Declaration to expand the easement area to allow storm water drainage to flow from each of the Lots (herein the "Benefitted Lots") and collect onto portions of Lot 2, Lakemont Replat 1, being a replat of Lots 9 and 10, Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and Lot 11, Lakemont, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein the "Restricted Lots"). In furtherance thereof, the Declarant, the Brunings and the McCoppins, who as of the date of this First Amended and Restated Declaration, own all of the Lots, desire to amend and restate the Declaration in its entirety to impose a storm water detention easement on the Restricted Lots to allow storm water drainage from the Benefitted Lots on, across, and under parts of the Restricted Lots, and to allow the Declarant, L & B Development Company and the Association to construct, operate, maintain, repair, replace and remove storm water detention facilities on and across the Restricted Lots.

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NOW, THEREFORE, the Declarant, the McCoppins and the Brunings, as owners of all of the Lots covered by the Declaration, hereby amend and restate the Declaration in its entirety, and declare that each and all of the Lots shall be held, sold and conveyed subject to the following First Amended and Restated Declaration which shall run with the Benefitted Lots and the Restricted Lots and shall be binding upon all parties having or acquiring any right, title or interest to the Benefitted Lots and Restricted Lots:

1. Declarant hereby reserves and grants to itself, the Association, the owners of the Benefitted Lots, and their respective successors and assigns, a perpetual easement (herein the "Storm Water Detention Easement") for water and related drainage from the Benefitted Lots on, over and under those portions of the Restricted Lots as pictorially illustrated on Exhibit "A" attached hereto (herein the "Storm Water Detention Easement Area"). The Storm Water Detention Easement created herein shall not create any right or obligation for the owners of the Restricted Lots to construct improvements over and under the Storm Water Detention Easement Area. The owners of the Restricted Lots may construct and make surface and subsurface improvements to the Storm Water Detention Easement Area provided that they secure the prior written approval of the Association and further provided that the improvements will not materially adversely impact or effect drainage from the Benefitted Lots on, across and under the Storm Water Detention Easement Area.

2. Declarant shall bear all cost and expense for the initial construction of storm water detention facilities to the Storm Water Detention Easement Area. Declarant shall not have any liability of any nature for the storm water detention facilities after initial construction, including, but not limited to, liability arising from improper or defective construction or design and costs or expenses to remedy the same. From and after certification of completion of the initial storm water detention facilities, the Association shall, at its sole expense, operate, maintain, repair, replace and remove the storm water detention facilities as may be necessary from time to time. Declarant and the Association, and their agents and contractors, shall be allowed to come upon the Restricted Lots as may be reasonably necessary to construct, operate, maintain, repair; replace or remove the storm water detention facilities. The Association shall promptly repair any damage to the Restricted Lots arising in connection with the operation, maintenance, repair, replacement or removal of the storm water detention facilities. Notwithstanding anything to the contrary herein, the Association shall not have any maintenance obligations for the Restricted Lots other than maintenance which directly concerns the storm water detention facilities.

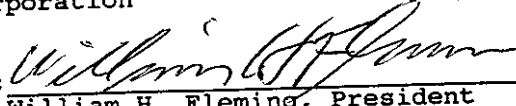
3. The Storm Water Detention Easement granted herein shall run with the land, inure to the benefit of, and be binding upon Fleming, L & B Development, the Association, the owners of the Benefitted Lots, and the owners of the Restricted Lots, and each of their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this First Amended and Restated Declaration of Storm Water Detention Easement as of the date and year first above written.



William H. Fleming

L & B DEVELOPMENT COMPANY, a Nebraska corporation

By: 

William H. Fleming, President

LAKEMONT

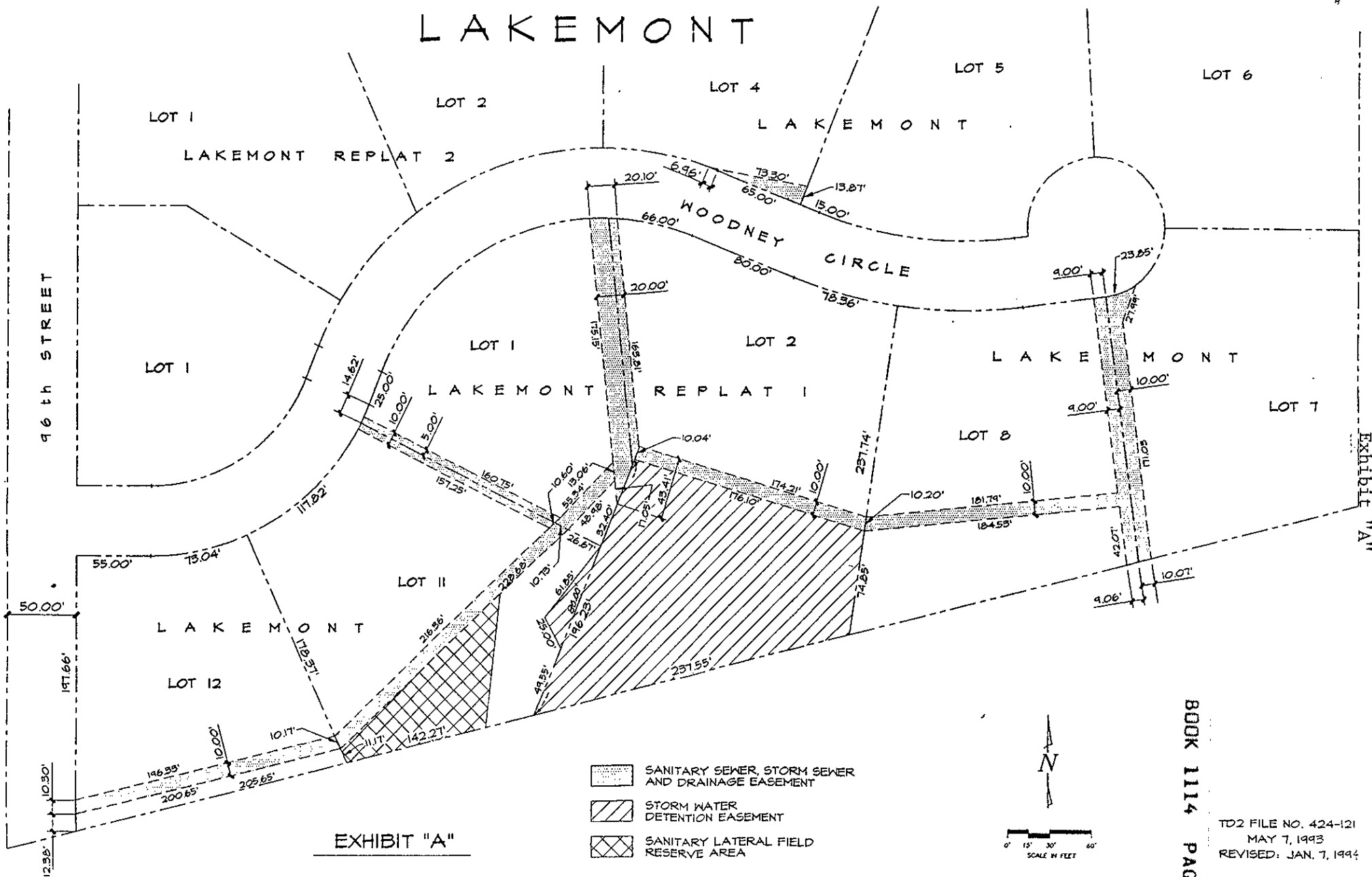


EXHIBIT "A"

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TD2 FILE NO. 424-121
MAY 7, 1993
REVISED: JAN. 7, 1994