AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, WOODHURST, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS AMENDMENT TO DECLARATION made this day of October, 1977, by G.D.G. Investment Company, a Nebraska corporation, Gary Kathol and Judy Kathol, husband and wife, Roger Powell and Rebecca Powell, husband and wife, Douglas Goos and Nancy Goos, husband and wife, Scott Hoyt and Kathy Hoyt, husband and wife, Don Snyder and Renee Snyder, husband and wife, Wayne Nearing and Virginia Nearing, husband and wife, Charles Heeb and Randall Heeb, tenants in common, James Atkinson and Joel Burnham (hereinafter collectively referred to as the "Members").

WITNESSETH:

WHEREAS, the Members are all of the owners of real property subject to the Declaration of Covenants, Conditions and Restrictions made and executed by G.D.G. Investment Company, a Nebraska corporation (hereinafter referred to as "Declarant"), and recorded in the office of the Register of Deeds, Douglas County, Nebraska, at Volume 554, Book of Miscellaneous Records, Page 415 (hereinafter referred to as the "Declaration") covering real property legally described as lots one (1) through seven (7) inclusive, Woodhurst, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and

WHEREAS, the undersigned Members desire to amend the Declaration as hereinafter provided pursuant to power vested in them by virtue of such Declaration,

NOW, THEREFORE, the undersigned members resolve to amend and do hereby amend the Declaration in the manner hereinafter provided.

 ARTICLE I entitled "DEFINITIONS", Section 3, is amended as follows:

Section 3. "Common Properties" shall mean and refer to those areas of land listed on Exhibit "A" attached to this Amendment and by this reference incorporated herein, and any additional areas of land declared to be Common Properties in any Supplemental Declaration filed by Declarant pursuant to Article II of the Declaration. All Common Properties shall be devoted to the exclusive common use and enjoyment of the owners of the properties.

2. ARTICLE I entitled "DEFINITIONS", Section 6, is amended as follows:

Section 6. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any one or more platted lots shown upon any recorded subdivision map or plat of The Properties upon which a living unit is or is proposed to be built, with the exception of the "Common Properties", as heretofore defined. The Lots subject to the Declaration and this Amendment thereto are shown and described on Exhibit "B"

attached to this Amendment and by this reference incorporated herein. Any supplemental Declaration hereafter filed shall either reflect those Lots thereunder subject to the Declaration, or otherwise legally describe the real property to become subject to the Declaration.

3. ARTICLE V entitled "COVENANTS FOR MAINTENANCE ASSESS-MENT", Section 2 entitled "Purpose for Assessment", is amended as follows:

Section 2. Purpose for Assessment. assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of the properties and in particular, annual assessments shall be used for: snow removal and care and maintenance of lawns and landscaping upon the. Lots and Common Properties; the maintenance, repair and replacement of the Common Properties and Roadway Easements (except to the extent specially assessed under Section V of this Article); providing insurance coverage upon the Common Properties and within Roadway Easements as hereinafter provided; and providing for the recreational needs of the residents of the properties. Annual assessments are not intended to be used for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements; for the construction, replacement or major repair of capital improvements upon the Common Properties; or any existing or hereafter constructed private streets; or any insurance coverage on any Lot or Living Unit.

4. ARTICLE V entitled "COVENANTS FOR MAINTENANCE ASSESS-MENT", Section 4 entitled "Special Assessments for Capital Improvements", is amended as follows:

Section 4. Special Assessments Relating to Capital Improvements. In addition to the annual assessment authorized above, the Association may in any assessment year, levy a special assessment which shall be applicable to that year only. Such levy shall be used to pay in whole or in part the cost of construction, reconstruction, replacement or major repair to capital improvements located upon the Common Properties or within the Roadway Easements, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of a majority of the votes of a quorum of each class of membership of the Association cast in person or by proxy at a meeting duly called for such purpose.

5. Immediately preceding Section 5 entitled "Notice and Quorum for any Action Authorized Under Sections 3 and 4" of ARTICLE V entitled "COVENANTS FOR MAINTENANCE ASSESS-MENTS" shall be added the following Section 4A.

Section 4A. Special Assessments Relating to Lots One (1) through Six (6). In addition to the annual assessment and the special assessments relating to capital improvements, the Association shall levy a special assessment annually or more often against Owners with any interest in, and Living Units located on, the following described real property, to wit:

Platted lots one (1) through six (6) inclusive, Woodhurst, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

and to no other lots subject or hereafter becoming subject to the Declaration. Such levy shall be used to pay in whole or in part the cost of exterior maintenance of the Living Units and appurtenant structures located on such real property; the cost of construction, reconstruction, repair and replacement of wires, cables, conduits and other instrumentalities connecting the Living Unit to adjacent telephone and utility services; construction, reconstruction, repair and replacement of sidewalks, driveways and other improvements on such real property, excluding capital improvements within Roadway Easements; and the cost of insurance coverage on the Living Units and appurtenant structures against certain perils and casualties and public liability as hereinafter more particularly described, provided that any such assessment shall have the assent of a majority of the votes of a quorum of each class of membership of the Association cast in person or by proxy at a meeting duly called for such purpose.

6. ARTICLE V entitled "COVENANTS FOR MAINTENANCE ASSESS-MENTS", Section 5 entitled "Notice and Quorum for any Action Authorized Under Sections 3 and 4" is hereby amended as follows:

Section 5. Notice and Quorum for any Action Authorized Under Sections 3, 4 and 4A. Written notice of any meeting called for the purpose of taking any action authorized under subsection B of Section 3 or Sections 4 or 4A shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

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7. ARTICLE V entitled "COVENANTS FOR MAINTENANCE ASSESS-MENTS", Section 6 entitled "Uniform Rate of Assessment" is hereby amended as follows:

Section 6. Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots owned by Class A Members and all Lots owned by Class B Member(s) which are subject to annual assessments, as hereinafter provided. In lieu of an annual assessment to be paid by the Class B Member(s) upon its Lots, as such Lots are exempted under the provisions of Section 7, the Declarant shall, prior to the conveyance of the first Lot to an owner, enter into a maintenance agreement with the Association whereby any costs of maintenance and of the other functions of the Association shall be paid by Declarant in consideration of which Declarant shall receive all sums collected by the Association as annual . assessments from those Lots subject to said annual assessments. This maintenance agreement shall remain effective until such time as the Class B membership is terminated, at which time the maintenance agreement shall terminate and the Association shall pay for performance of its own duties and functions. Further, from and after the date of termination of the Class B membership, the Lots owned by Declarant shall be subject to assessment at a uniform rate with all other lots, provided that as to any Lot or Lots owned by Declarant but upon which no Living Unit is constructed, from and after the date of termination of the Class B membership, such Lot or Lots shall be subject to annual assessment at the rate of one-fifth (1/5) of the annual assessment levied upon Lots owned by Class A members until the first day of the first month following completion of a Living Unit upon each

Special assessments relating to capital improvements provided in Section 4 of this Article shall be levied by the Association against the Owners and Lots benefited thereby in proportion to the benefit derived.

Special assessments relating to platted lots one (1) through six (6) inclusive of Woodhurst, a subdivision in Douglas County, Nebraska, as provided in Section 4A of this Article shall be levied by the Association against such Owners and Lots benefited thereby in proportion to the benefit derived.

8. ARTICLE VIII entitled "EXTERIOR MAINTENANCE AND RESERVES", Section 1 entitled "Maintenance by Association", is hereby amended as follows:

Section 1. Maintenance by Association. The Association shall provide snow removal and care and maintenance of all lawns and landscaping to all Lots and Common Properties. The Association shall further provide for the construction, reconstruction, major repair and replacement of capital improvements located on the Common Properties and Roadway Easements, provided that the cost of such construction, reconstruction,

major repair or replacement shall be specially assessed to those benefited thereby in proportion to the benefit so derived. The Association shall also provide maintenance and repair of all exterior surfaces of any structure, walk, drive or other improvements upon Lots located within the following described real property only, to wit:

Platted lots one (1) through six (6) inclusive, Woodhurst, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

and to no other Lots subject or becoming subject to the Declaration, provided that the cost of such maintenance and repair shall be specially assessed to those benefited thereby in proportion to the benefit so derived.

9. ARTICLE VIII entitled "EXTERIOR MAINTENANCE AND RESERVES", Section 3 entitled "Reserves", is hereby amended as follows:

Section 3. Reserves. The Association may establish reasonable reserves by levying against each Lot benefited thereby a maintenance and reserve assessment which shall be proportionate to the benefit derived by each such Lot, and which shall be based upon the Association's estimate of the cost of providing insurance protection, and exterior maintenance and repair to structures, walkways, driveways and other improvements located on platted lots one (1) through six (6) inclusive of Woodhurst, a subdivision in Douglas County, Nebraska, and to no other lots subject or becoming subject to the Declaration. Reserves so established and collected shall be accounted for by the Association individually as to each Living Unit. Although the Association shall be entitled to deposit the maintenance and reserve assessments collected in a trust account at a federally insured bank or savings and loan association, and may comingle reserve amounts allocable to all Living Units in said account, each reserve balance shall be held in trust for the use and benefit of the Lot and Living Unit against which the same was assessed, and shall be drawn upon and used by the Association only for the purposes herein set forth for the maintenance, repair and replacement as to such living unit. No owner shall be entitled to withdraw any part of the balance allocable to his Lot and Living Unit. Interearned upon the reserve trust account shall be allocated among the various reserve balances in proportion to the average daily balance of each reserve in relation to all others during the interest earning period.

10. ARTICLE X entitled "INSURANCE", Section 1 entitled
"Coverage", is hereby amended as follows:

Section 1. Coverage. The Association shall obtain and maintain in effect for the Common

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Properties and Roadway Easements, and all improvements located thereon, one or more policies of insurance against: (1) the perils of fire, lightning, malicious mischief and vandalism, with extended coverage in amounts equivalent to the full replacement cost of any damage or destruction caused by such peril without deduction for depreciation; and (2) public liability in such amounts as determined by the Board of Administrators, but in no event less than \$500,000/\$1,000,000/\$100,000. Such insurance coverage shall name the Association, Board, its employees and agents, and the Owners as insureds.

The Association shall also obtain and maintain workmens' compensation coverage and such other coverage as determined by the Roard.

The Association shall also obtain and maintain in effect upon the Lots located within platted lots one (1) through six (6) inclusive of Woodhurst, a subdivision in Douglas County, Nebraska, and to no other Lots subject to or becoming subject to the Declaration, one or more policies of insurance against: (1) the perils of fire, lightning, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement cost of any damage or destruction caused by such peril without deduction for depreciation; and (2) public liability in such amounts as determined by the Board of Administrators, but in no event less than \$500,000/\$1,000,000/\$100,000. Such insurance coverage shall name the Association, Board, its employees and agents, and the Owners as insureds.

- 11. The terms, conditions and provisions of this Amendment shall be incorporated into the Declaration, and the two shall be read and construed together as a single instrument. To the extent the terms, conditions and provisions of this Amendment conflict with the terms, conditions and provisions of the Declaration, this Amendment shall control. However, except as amended or modified by this Amendment, the terms, conditions and provisions of the Declaration shall remain in full force and effect.
- 12. The undersigned Members, being all of the Members of the Woodhurst Home Owners' Association, acknowledge Declarant's power to subject additional real property to the Declaration as hereby amended, and further acknowledge Declarant's intent to exercise such power. The undersigned Members further stipulate and agree that all notices of this Amendment required to be given have been duly given or have been and are hereby duly waived, and that all other proceedings have been reasonable and proper with regard to this Amendment. The undersigned Members hereby waive and relinquish any and all objections to this Amendment for and on behalf of themselves and those who claim or who may hereafter claim an interest in one or more Lots through them.

IN WITNESS HEREOF, the undersigned execute this Amendment on the date first written above.

CLASS "A" MEMBERS

| Attest: | G.D.G. Investment Company, a Nebraska corporation |
|------------------------|---|
| A Ham Kally | By George D. Goos, President |
| Lan Kathol Gary Kathol | Judy Kathol Juth |
| Roger Powell | Rebecca Powell |
| Douglas Goos | Manual Jons. Nancy Goos |
| Scott Hoyt | Katherine GHayt |
| Dow Snyder | Renee Snyder Dunie |
| Wayne Nearing Can | Virginia Nearing Virginia Nearing |
| Charles Heeb | Randall Heeb |
| James Atkinson | Joel Burnham |
| CLASS "B" MEMBERS | |
| Attest: | G.D.G. Investment Company, a Nebraska corporation |
| D. Hay Kathal | By George D. Goos, President |

ACKNOWLEDGMENTS CLASS "A" MEMBERS

STATE OF NEBRASKA)

| COUNTY OF DOUGLAS) | | |
|--|--|--|
| On this day of OCOCKAL, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came George D. Goos, President and DGACY KANOL, Secretary, to me known to be the Identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. | | |
| Witness my hand and notarial seal the day and year last above written Koger Themas Powell GENERAL NOTARY State of Nebratta My Commission Expires. Notary Public | | |
| STATE OF NEBRASKA) COUNTY OF DOUGLAS) | | |
| On this day of CCTUSH, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Gary Kathol and Judy Kathol, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. | | |
| Witness my hand and notarial seal the day and year last above written. Roger Thomas Powell GENERAL NOTARY State of Nebraska My Commission Expires 7-18-81 Notary Public | | |
| STATE OF NEBRASKA)) ss. COUNTY OF DOUGLAS) | | |
| On this 5 day of OCTOSE , 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Roger Powell and Rebecca Powell, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. | | |
| Witness my hand and notarial seal the day and year last above written. | | |
| RENNETH C BARTLETT GENERAL NOTARY State of Nebraska | | |

BDOK 589 PAGE 297 STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS) CCTOSEL. day of , 1977, before me, On this a Notary Public duly commissioned and qualified in and for said County, personally came Douglas Goos and Nancy Goos, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written Thomas Fower
GENERAL NOTANT
State of Nebraska
My Communion Expurer 7-18-81 Notary Public STATE OF NEBRASKA) SS. COUNTY OF DOUGLAS) On this S day of OCTOSEL, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Scott Hoyt and Kathy Hoyt, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written Thomas Powell GENERAL NOTARY State of Nebraska My Commission Expires 8-18-81 STATE OF NEBRASKA) COUNTY OF DOUGLAS) , 1977, before me, day of OCTOSER On this a Notary Public duly commissioned and qualified in and for said County, personally came Don Snyder and Renee Snyder, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written. Roger Thomas Powell GENERAL NOTARY State of Nebraska My Commission Expires 7-18-81 STATE OF NEBRASKA) COUNTY OF DOUGLAS) On this 24 that of Catolier, 1977, before me Notary Public duly commissioned and qualified in and for , 1977, before me, a said County, personally came Wayne Nearing and Virginia Nearing, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument

Witness my hand and notarial seal the day and year last

and acknowledged the same to be their voluntary act and

above written.

ss. 800K 589 PAGE 298 STATE OF NEBRASKA) COUNTY OF DOUGLAS) On this 5 day of OLTORAL, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Charles Heeb and Randall Heeb, tenants in common, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed. Witness my hand and notarial seal the day and year last above written. Roger Thomas Powell GENERAL NOTARY State of Nebraska Ay Commission Expired Notary 7-18-81 STATE OF NEBRASKA) COUNTY OF DOUGLAS) On this st day of frequent, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came James Atkinson, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act Witness my hand and notarial seal the day and year last above written. BEVERLY R. SHOEMAKER GENERAL NOTARY State of Nebraska My Commission Expires June 26, 1978 STATE OF NEBRASKA) COUNTY OF DOUGLAS) day of CCTOBEL On this \(\) day of \(\text{CCTOSEL} \), 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Joel Burnham, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed. Witness my hand and notarial seal the day and year last above written. Roger Thomas Powell GENERAL NOTARY State of Nebraska My Commission Expires 7-18-81 ACKNOWLEDGMENTS CLASS "B" MEMBERS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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identical person whose name is affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last

above written. Roger Thomas Powell GENERAL NOTARY State of Nebraska My Commission Expires

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EXHIBIT "A" TO

AMENDMENT TO DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Legal Description, "Common Properties":

Lot No. 7, WOODHURST, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Legal Description "Lots":

1. Lot 1-C

Lot 1, Except the West 50.0 Feet Thereof, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

2. Lot 1-A

The West 50.0 Feet of Lot 1, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

3. Lot 2-B

That part of Lot 2, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southeasterly corner of said Lot 2, WOODHURST; thence S 64° 30' 00" W (assumed bearings) for 135.00 Feet along the Southerly line of said Lot 2; thence N 25° 30' 00" W for 48.85 Feet along the Westerly line of said Lot 2; thence N 64° 33' 20" E for 135.00 Feet to the Easterly line of said Lot 2; thence S 25° 30' 00" E for 48.72 Feet along said Easterly line to the Point of Beginning.

4. Lot 2-C

Lot 2, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part being described as follows: Beginning at the Southeasterly corner of said Lot 2, WOODHURST; thence S 64° 30' 00" W (assumed bearings) for 135.00 Feet along the Southerly line of said Lot 2; thence N 25° 30' 00" W for 48.85 Feet along the Westerly line of said Lot 2; thence N 64° 33' 20" E for 135.00 Feet to the Easterly line of said Lot 2; thence S 25° 30' 00" E for 48.72 Feet along said Easterly line to the Point of Beginning.

EXHIBIT "B"

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5. Lot 3-D

That part of Lot 3, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southeasterly corner of said Lot 3, WOODHURST; thence S 64° 30' 00" W (assumed bearing) for 60.00 Feet along the Southerly line of said Lot 3; thence N 25° 30' 00" W for 9.00 Feet; thence S 64° 30' 00" W for 75.00 Feet to the Southwesterly corner of said Lot 3; thence N 25° 30' 00" W for 35.31 Feet; thence N 00° 03' 16" W for 5.58 Feet; thence N 65° 09' 06" E for 132.61 Feet to the Easterly line of said Lot 3; thence S 25° 30' 00" E for 47.84 Feet along said Easterly line to the Point of Beginning.

6. Lot 3-A

Lot 3, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southeasterly corner of said Lot 3, WOODHURST; thence S 64° 30' 00" W (assumed bearing) for 60.00 Feet along the Southerly line of said Lot 3; thence N 25° 30' 00" W for 9.00 Feet; thence S 64° 30' 00" W for 75.00 Feet to the Southwesterly corner of said Lot 3; thence N 25° 30' 00" W for 35.31 Feet; thence N 00° 03' 16" W for 5.58 Feet; thence N 00° 03' 16" W for 5.58 Feet; thence N 65° 09' 06" E for 132.61 Feet to the Easterly line of said Lot 3; thence S 25° 30' 00" E for 47.84 Feet along said Easterly line to the Point of Beginning.

7. Lot 4-A

The Northerly 37.84 Feet of Lot 4, WOOD-HURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

8. <u>Lot 4-C</u>

Lot 4, WOODHURST, a Subdivision in Douglas County, Nebraska, except the Northerly 37.84 Feet thereof, as surveyed, platted and recorded.

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9. Lot 5-B

That part of Lot 5, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southwesterly corner of said Lot 5, WOODHURST; thence N 25° 30' 00" W (assumed bearings) for 26.89 Feet along the Westerly line of said Lot 5; thence N 64° 33' 00" E for 79.07 Feet; thence N 25° 26' 52" W for 6.18 Feet; thence N 64° 50' 37" E for 73.93 Feet to the Easterly line of said Lot 5; thence S 25° 30' 00" E for 32.56 Feet along said Easterly line; thence S 64° 30' 00" W for 153.00 Feet along the Southerly line of said Lot 5 to the Point of Beginning.

10. Lot 5-A

Lot 5, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southwesterly corner of said Lot 5, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 26.89 Feet along the Westerly line of said Lot 5; thence N 64° 33' 00" E for 79.07 Feet; thence N 25° 26' 52" W for 6.18 Feet; thence N 64° 50' 37" E for 73.93 Feet to the Easterly line of said Lot 5; thence S 25° 30' 00" E for 32.56 Feet along said Easterly line; thence S 64° 30' 00" W for 153.00 Feet along the Southerly line of said Lot 5 to the Point of Beginning.

11. Lot 6-B

That part of Lot 6, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southwesterly corner of said Lot 6, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 106.90 Feet along the Westerly line of said Lot 6; thence N 00° 03' 16" W for 12.89 Feet; thence N 64° 30' 00" E for 35.67 Feet along the Northerly line of said Lot 6; thence S 25° 17' 52" E for 118.54 Feet to the Southerly line of said Lot 6; thence S 64° 30' 00" W for 40.79 Feet along said Southerly line to the Point of Beginning.

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12. Lot 6-C

Lot 6, WOODHURST, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, except that part described as follows: Beginning at the Southwesterly corner of said Lot 6, WOODHURST; thence N 25° 30' 00" W (assumed bearing) for 106.90 Feet along the Westerly line of said Lot 6; thence N 00° 03' 16" W for 12.89 Feet; thence N 64° 30' 00" E for 35.67 Feet along the Northerly line of said Lot 6; thence S 25° 17' 52" E for 118.54 Feet to the Southerly line of said Lot 6; thence S 64° 30' 00" W for 40.79 Feet along said Southerly line to the Point of Beginning.

DONNER AS COUNTY, MEBEL COUNTY, MEBL COUNTY, MEBEL COUNTY,