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*[Signature]*  
REGISTRAR OF DEEDS

Counters *[initials]*  
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**DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS**

THIS DECLARATION is made on the date hereinafter set forth by ROBERT AND CANDACE CHRISTOPHERSON, hereinafter referred to as "Declarant", being the owners of all lots in the Riverview Estates subdivision, as recorded and plated in Sarpy County, Nebraska, and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

**WITNESSETH:**

WHEREAS, the owners of all of the property tracts therein, hereinafter referred to as the "Property" and "Parcels", situated in the County of Sarpy, State of Nebraska, more particularly described as Lots 1 thru 6 of Riverview Estates a subdivision duly platted and recorded in Sarpy County, Nebraska; and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Property for the purpose of protecting the value and desirability of said property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**RESTRICTIONS AND COVENANTS**

1. **Residential Purposes Only.** The Property shall be used only for single-family, residential purposes, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply: (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Property, or to any portion of a building used by Declarant, its licensees or

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assigns, for a manager's office or a sales office. Construction of residential dwellings must be completed within one year after excavation for footings, or three (3) years from date of conveyance by the Declarant to the owner, whichever occurs first.

2. **Subdivision of Parcels Prohibited.** No further subdividing of any of the Parcels 1 through 6, inclusive, shall be permitted unless all of the owners of Parcels 1 through 6, inclusive, agree. The configuration and size of Parcels 1 through 6 shall remain as shown on the plat which is attached hereto, marked Exhibit "A", and incorporated herein by this reference, unless all of the owners of Parcels 1 through 6 agree.

3. **Noxious Activities.** No noxious or offensive activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Parcel shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property. No outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted on any Parcel at any time, nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Parcel. No unused building material, junk or rubbish visible shall be left exposed on the Parcel except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Parcel (other than in an enclosed structure) for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the Parcel and in a manner so as not to be visible from neighboring properties. No motor vehicle may be parked or stored outside on any Parcel, except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such Parcel. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision.

4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property shall at any time be used as a residence (temporarily or permanently), nor shall any structure of a temporary character be used as a residence; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

5. **Accessory Buildings.** All accessory buildings, other than detached garages, shall be of wood, brick, decorative masonry, or metal construction (excluding Quonset huts and nonfactory-designed and built metal buildings, which are prohibited on the Property), and

shall be located only in the rear one-third of each Parcel and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All detached garages shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

7. **General Building Restrictions.** The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

A. For a ranch style (one level) home, the ground floor (or main level) shall contain not less than 1,800 square feet of finished living area on the main floor.

B. For a one and one-half (1 1/2) story home, the ground floor (main level) shall contain not less than 1,500 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,400 square feet.

C. For a two-story home, the ground floor (main level) shall contain not less than 1,300 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,500 square feet.

D. No split entry or split level homes shall be allowed.

The maximum height for any building shall be two (2) stories.

8. **Exterior Details.** The roofs of residential dwellings and outbuildings shall have shake, wood, tile, concrete, asphalt slate shingles, asphalt or fiberglass laminated shingles which are premium grade and heavy weight, with a minimum 35-year warranty. Exposed portions of the foundations on the front of the dwelling and outbuilding are to be covered with clay-fired brick from outside corner to outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral or earth tones.

9. **Speed Limits.** No vehicle may be driven in excess of 20mph on any road within the Property or roads leading from Capehart Road to said Property.

10. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

11. **Outside Wiriings-/Easements.** All outside electrical, telephone and television service wiring shall be buried underground. A perpetual license and easement is hereby reserved in favor of and granted to US West, Metropolitan Utilities District, the Riverview Estates Homeowner's Association and Omaha Public Power District, their successors and assigns, to install, operate, maintain, repair, and renew cables, conduits, pipes and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, water, sewer, and for all telephone and telegraph and message services, under and upon a ten (10) foot strip of land adjoining the side boundary lines, except in the case of two or more Parcels under single ownership used in a common development, no side boundary easement shall be provided; a sixteen (16) foot strip of land adjoining the rear boundary lines, and a thirty-three (33) foot strip adjoining the front boundary lines of the Parcels shown on Exhibit "A" attached hereto. A thirty-three (33) foot roadway easement is also imposed on the front thirty-three (33) feet of each Parcel. A sixty-six (66) foot utility and roadway easement is imposed on the easterly side of Lot 4.

12. **Fences, Etc.** All fences must be of uniform height and materials in compliance with the following restrictions:

- A. Decorative type fences such as split-rail, minimum 2" painted pipe, with solid plastic wrapped cable shall be permitted anywhere on the Parcels;
- B. Chain link fence shall only be permitted on the back one-third of the Parcel;
- C. Single strand or barb wire fences shall be limited to the rear boundary line of each parcel.

No fences or walls shall exceed a height of six (6) feet.

15. **Livestock and Poultry Prohibited.** It is the intention of these Covenants that no residential lot in the Property shall have any livestock or poultry maintained, housed or boarded on said Parcel at any time. Rules governing the maintenance and housing of domestic animals such as dogs and cats shall be as prescribed in local town and county codes; provided, however, no commercial kennels shall be permitted in the Property. Horses may, however, be maintained, housed or boarded. The number of horses maintained shall not exceed a combined total of 3 per Parcel.

16. **Billboards and Nuisances Prohibited.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Parcel except one (1) sign per Parcel consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Parcel or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Parcels.

17. **Maintenance of Equipment and Vegetation.** Any exterior air conditioning condenser unit shall be placed in the rear yard or side yards so as not to be visible from public view. None of the Property shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any Parcel in the subdivision, shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means.

18. **Plantings and Ground Cover.** No field crops shall be grown upon any portion of the Property. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Parcel as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles and pedestrians. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all Parcels sufficient to prevent erosion; each owner shall be required to seed or sod his Parcel, including vacant Parcels, with grass or bromegrass, and to mow and maintain same to a height not to exceed twenty-four (24) inches. Any and all dead trees and shrubbery must be removed promptly at the owner's expense.

19. **Outside Antennas, etc.** Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties. Above-the-ground tanks containing propane or other heating fuel, and outside air conditioner units, must also be positioned and screened in the same manner.

## ARTICLE 11.

### ARCHITECTURAL CONTROL

1. No dwelling, building, fence, other than fences constructed by-Declarant; wall, pathway, driveway, patio, patio cover or enclosure; deck; rock garden, treehouse, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels, device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, remodeled, altered, or otherwise maintained or permitted to remain on any Parcel, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant.

2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Parcel boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends, that the Parcels within the Property shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Parcels.

3. 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 Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

a. Site plan indicating specific improvement and indicating Parcel number, street address, grading, location of the structure(s) proposed for the Parcel, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plans, well locations and water lines, sewer lines including septic detail on septic tanks and related tile laterals.

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

c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

4. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant. Construction on or improvement to platted Parcels shall not be approved by the Declarant, or by default of Declarant's notification, if said construction will violate any provision of these covenants. The Declarant has no authority or power to waive and shall not waive any of the requirements of these covenants.

**ARTICLE III**

**HOMEOWNERS' ASSOCIATION**

1. **The Association.** Declarant has caused the incorporation of RIVERVIEW ESTATES HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; water wells and distribution networks, green areas and entrances for Riverview Estates. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Riverview Estates; and the protection and maintenance of the residential character of Riverview Estates.

2. **Membership and Voting.** Riverview Estates is being initially divided into six (6) separate lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Riverview Estates as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. **Purposes and Responsibilities.** The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Riverview Estates.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.



J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. **Mandatory Duties of Association.** The Association shall maintain and repair any Common Area roads and water systems. Such Common Area roads shall specifically include the entrance road from Capehart Road also known as the ingress egress easement along the Eastern 25 feet of the Northwest Quarter of the Northwest Quarter of Section 11, Township 13 North, Range 10, Sarpy County, Nebraska, as recorded in Book 59, Page 2619, Miscellaneous Records, Sarpy County, Nebraska. Maintenance of said roads shall consist of periodic grading, addition of gravel, and plowing of excessive amounts of snow so as to maintain said road in a reasonable condition of appearance and to promote travel thereon.

5. **Imposition of Dues and Assessments.** The Association may fix, levy and charge the owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. **Abatement of Dues and Assessments.** Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. **Lien and Personal obligations for Dues and Assessments.** The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. **Purpose of Dues.** The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. **Maximum Annual Dues.** Unless excess dues have been authorized by the members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- A. One Thousand and no/100 Dollars (\$1000.00) per Lot.
- B. In each calendar year beginning on January 1, 1996 one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
- C. Such dues shall defray the cost of maintaining roads and operation of the Common Area water supply system as well as other expenditures that this Declaration authorizes.

10. **Assessments for Extraordinary Costs.** In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. **Excess Dues and Assessments.** With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. **Uniform Rate of Assessment.** Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. **Certificate as to Dues and Assessments.** The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

14. **Effect of Nonpayment of Assessments-Remedies of the Association.** Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The

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mortgagee of any Lot shall have the right to cure any delinquency of an owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

15. **Subordination of the Lien to Mortgagee.** The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### ARTICLE IV.

#### GENERAL PROVISIONS

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and the then current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant or its successors and assigns, and by any owner of any of the Parcels, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. With the exception of Article IV, paragraph 1 and Article III, paragraph 4, this Declaration may be amended at any time by an instrument signed and notarized by the owners of not less than 90 percent of the Parcels. At no time shall an amendment that effects the mandatory maintenance of the roads specified in Article III, paragraph 4 be effective. Any amendment must be recorded. This Declaration may also be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner except Article III, paragraph 4 and Article IV, paragraph 1, it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof.

2. **Enforcement.** The Declarant, or any Owner of any Parcel, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant any liability, obligation or requirement to enforce any of the provisions contained herein.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. **Assignment of Status as Declarant.** Robert and Candace Christoperson, or their successor or assign, may terminate its status as Declarant under this Declaration, at any

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time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Robert and Candace Christopherson may appoint another entity, association or individual(s) to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26<sup>th</sup> day of SEPT, 1995.

DECLARANT:

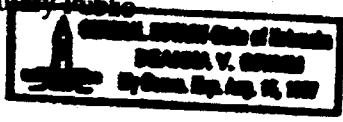
Robert Christopherson  
Robert Christopherson

Candace Christopherson  
Candace Christopherson

STATE OF NEBRASKA )  
COUNTY OF Sarpy ) ss.:

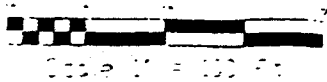
The forgoing instrument was acknowledged before me this 26 day of Sept, 1995, by Candice and Robert Christopherson.

Deanna V. Gremm  
Notary Public



**WYATT EDWARDS**  
**LOTS 1 THROUGH 6,**  
 BEING A PLATTING OF  
 TAX LOTS 9 AND 12, SW1/4, NW1/4  
 SECTION 11, T 13 N. R 10 E.  
 6th P.M., SARPY COUNTY, NE.

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**LEGAL DESCRIPTION**

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 11, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of said Southwest Quarter, thence along the westerly line of said Southwest Quarter, north 30 degrees 36 minutes 58 seconds East (true magnetic bearing), 122.00 feet, thence north 88 degrees 24 minutes 20 seconds East, 876.11 feet, thence north 43 degrees 53 minutes 10 seconds East, 408.01 feet, thence north 26 degrees 32 minutes 54 seconds East, 429.29 feet to a point on the northern line of said Southwest Quarter, thence along the northern line, north 89 degrees 58 minutes 58 seconds East, 31.00 feet to the northwest corner of said Southwest Quarter, thence along the westerly line of said Southwest Quarter, south 30 degrees 36 minutes 58 seconds East, 122.00 feet to the southwest corner of said Southwest Quarter, thence along the southern line of said Southwest Quarter, south 89 degrees 58 minutes 58 seconds East, 122.00 feet to the POINT OF BEGINNING.

Said parcel of land contains an area of 22.17 acres, more or less.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein described and that permanent monuments have been found or placed at the corners of the boundary and all of corners and all proper points on the line in the subdivision to be shown as Lots 1 through 6, HEREIN SET FORTH, on location in Sarpy County, Nebraska.

*W. H. ...*  
 W. H. ...  
 SURVEYOR, NEBRASKA

