

MISC 2003102763

RICHARD H. TAYLOR
REGISTERED
BROKER



MAY 29 2003 11:36 P 14

RECEIVED

misc
FEE 79.00 FB 05-25
BKP _____ C/O _____ COM
18 DEL _____ SCAN *ois* FV _____

[This Space Above is for Recording Data]

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

MIAMI HEIGHTS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration") is made on the date hereinafter set forth by MIAMI HEIGHTS DEVELOPMENT CO., LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 18, Miami Heights, a subdivision of the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of the Lots, for the maintenance of the character and residential integrity of the Lots, and for the acquisition, construction and maintenance of Common Area and Common Area Improvements (as defined herein) for the use and enjoyment of the residents of Miami Heights (hereinafter the "subdivision").

NOW, THEREFORE, subject to the terms of this Declaration, the Declarant hereby declares that each and all of the Lots now and hereafter encumbered by this Declaration shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more

fully described herein. Subject to the terms of this Declaration, the Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Area, or as a church, school, park, or for other nonprofit use.

2. No residence, building, fence (other than those constructed by Declarant), wall, pathway, driveway, patio, patio enclosure, deck, rock garden, swimming pool, tennis court, basketball backboards, dog house, tree house, pool house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by an Architectural Review Committee (herein all referred to as the "Committee") as appointed by the Declarant as follows:

- (a) An owner of a Lot (an "Owner") desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Committee (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement, as well as proposed elevations of the driveway and foundation. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.
- (b) Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Committee. In this regard, Committee intends that the Lots shall be developed as a residential community with homes, not to exceed two (2) stories and constructed of high quality materials. All improvements on the Lots shall comply with all set back or other requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska and any set back or other requirements promulgated by Declarant. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Committee may refuse approval of the proposed Improvements.

- (c) 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. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed disapproved by Committee.
- (d) No Owner, or combination of Owners, or other person or persons shall have any right to any action by Committee, or to control, direct or influence the acts of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Committee by virtue of the authority granted to Committee in this Section, or as a result of any act or failure to act by Committee with respect to any proposed Improvement.

3. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay fired brick or simulated brick or stone or stucco or other material approved in writing by Committee. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Committee. The roof of all Improvements shall be covered with asphalt shingles, or other material approved in writing by Committee. Hardboard, pressed wood, bonded wood, and the like will not be approved by Committee for coverage of any roof. All main residential structures shall have an attached garage for at least one vehicle.

4. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by Committee. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever, except those home occupation businesses allowed by virtue of city ordinance, shall be conducted on any Lot; nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots or any other property owned by the Declarant, its agents or assigns.

5. No exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot, except, those 18" or less in diameter or diagonal measurement, which shall be screened from public view. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the

strictest interpretation or condition for such use as may be permitted by such order. No obnoxious 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. Exterior lighting installed on any Lot shall be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

6. No repair of any boats, automobiles, snowmobiles, motorcycles, trucks, recreational vehicles, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot (other than in an enclosed structure); nor shall vehicles or parts of vehicles, unlicensed or otherwise offensive to the neighborhood, be visibly stored, parked or abandoned on any Lot. Any and all cars parked within the subdivision must be in running condition with all tires inflated. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, recreational vehicle, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than three (3) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot or their guests. No grading or excavating equipment, tractors or semi-tractors/trailers or other commercial vehicles 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 that are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the governing jurisdiction.

8. No incinerator or trash burner or other structure designed to burn any material (except standard consumer grills) shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

9. No fence shall be permitted to extend beyond the front building line of a residential structure. No chain link fences are permitted. No hedges or mass planted shrubs shall be permitted more than the ten feet (10') in front of the front building line. If a fence is constructed on any Lot by the developer or by the Owner, the Owner of any such Lot, or their successors in interest, shall, at his sole expense, maintain and keep such fence in good order, including the removal of graffiti and the prevention of posting of signs, banners or any other thing on said fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

10. Above ground swimming pools shall be no more than eight feet (8') in diameter and shall extend no more than three feet (3') above ground level.

11. All owners must commence construction of the single-family residential Improvement permitted by this Declaration within ninety (90) days of acquiring title to any Lot, subject to Committee approval. Such Owner must expend at least One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) in the hard construction cost to construct such Improvements. In the event that any Owner shall fail to perform its obligations set forth in this Section 11, Declarant shall have the right, at its option, to specifically enforce the provisions of this Section 11 and further, the right, but not the obligation, to cause such Owner to convey all right, title and interest in such Lot to Declarant for a cost equal to ninety percent (90%) of the base purchase price paid by such Owner for such Lot, with such Owner responsible for all closing and other costs incurred by Declarant to take title to such Lot (excepting the purchase price set forth above). Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

12. Except on those Lots, if any, on which the Declarant has constructed decorative sidewalks, the Owner of the Lot shall construct a public sidewalk constructed of Portland concrete four feet (4') wide by four inches (4") thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed eight feet (8') back of the street curb line and shall be constructed by the owner of the Lot prior to occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the governing jurisdiction. It is understood, however, that from time to time because of weather or material shortages occupancy may be allowed prior to sidewalk construction, but only after an escrow has been established to assure such construction when weather and material availability permits. Owners shall maintain and keep the sidewalk located on their Lot in good repair. Any decorative sidewalks constructed by Declarant will be repaired or replaced by the Association.

13. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be constructed of concrete. No asphalt overlay of driveways or driveway approaches will be permitted.

14. No animals, livestock, agricultural-type animals, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that, subject to the ordinances of the governing jurisdiction, dogs, cats, and other small household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose.

15. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for doghouses. Doghouses shall only be allowed at the rear of the residence, screened from public view. No outdoor enclosures for domestic animals, i.e., kennels or dog runs, of any kind shall be allowed on any Lot, including similar areas for pot-bellied pigs, without prior written approval of Committee.

16. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by Committee and shall be placed in the rear yard or side yard so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of that allowed by ordinance and regulations of the governing jurisdiction.

17. Notwithstanding any provision in this Declaration, Declarant, its agents, successors and assigns, shall be allowed to operate and maintain model homes, sales office trailers and construction trailers within the subdivision. This right does not expire with the sale of the last buildable Lot in the subdivision.

18. No structure of a temporary character, carport, detached garage, trailer, or tent shall be erected or used on any Lot at any time without the written approval of Committee. Only sheds which do not exceed ten feet (10') wide, twelve feet (12') deep, and eight feet (8') high may be erected on a Lot, so long as materials and colors are similar to those utilized for the construction of the single family residence of that same Lot and the design and location are approved in advance by Committee.

19. No structure or dwelling shall be moved from outside the subdivision to any Lot without the written approval of Declarant. No structure of a temporary character may be used as a dwelling at any time.

20. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

21. All permanent utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

22. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

23. The provisions for lot use, lot area, side yards, and front yard shall be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

24. The Lots are subject to a Redevelopment Agreement with the City of Omaha, Nebraska, which was approved by Ordinance No. 36231, passed April 8, 2003, (the "Redevelopment Agreement"). Each Owner of any Lot, for itself and its heirs, successors and assigns, by taking title to such Lot, during the period the Redevelopment Note (as defined in the

Redevelopment Agreement) is outstanding, shall (a) not protest any assessed valuation to such Lot assigned or proposed to be assigned by the Douglas County Assessor which does not exceed \$16,300.00 for the land plus the construction cost of all Improvements on the Lot; (b) not convey any Lot or portion thereof or any improvements on such Lot to any entity which would cause the Lot or any of the Improvements to be exempt from real estate taxes; (c) apply for any exemption, abatement, or reduction in real property taxes including, but not limited to, any exemption for charitable, religious, or educational purposes, or for the homestead exemption; (d) not apply to the Douglas County Assessor for the Improvements, or any portion thereof, to be taxed separately from the underlying land; (e) maintain insurance for ninety percent (90%) of the full value of the Improvements on the Lot, and in the event of damage to the Improvements, apply the insurance proceeds to the reconstruction of the Improvements; and (f) cause all real estate taxes and assessments levied on the Lot and the Improvements located thereon to be paid prior to the time such taxes and assessments become delinquent.

**ARTICLE II.
HOMEOWNERS' ASSOCIATION**

1. Definitions.

- (a) "Association" shall mean and refer to the Miami Heights Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, but excluding those having such interest merely as a security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner.
- (c) "Properties" shall mean and refer to: Lots 1 through 18, Miami Heights, a subdivision of the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.
- (d) "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Area, or as a church, school, park, or for other nonprofit use.
- (e) "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.
- (f) "Common Area" shall mean and refer to any land owned by the Association or controlled by an easement in favor of the Association or required as a contractual obligation of the Declarant or the Association.

- (g) "Common Area Improvements" shall mean and refer only to signs, landscaping, lighting, retaining walls, benches, decorative sidewalks and sprinkler systems, which may be located from time to time on the Common Area, including those improvements within public rights-of-way and the retaining wall located on Lots 4, 5, 6, 7, 8, 9, 10, and 11.
- (h) "Common Area Expenses" means expenditures made on an annual basis by or financial liabilities of the Association, together with any allocations to reserves.
- (i) "Mortgagee" shall mean the holder of a mortgage or deed of trust on a Lot.

2. General Information. The Association shall be required to maintain the Common Area and the Common Area Improvements in good condition and repair and shall exercise those powers, duties and responsibilities as more particularly set forth in this Declaration, the Articles of Incorporation and the Bylaws of the Association. The fiscal year of the Association shall be the calendar year. The office of the Association shall be located at such location as the Board of Directors shall designate from time to time.

- (a) Additional residential or commercial property may be annexed to the Properties by the Declarant or with the consent of two-thirds (2/3) of the votes entitled to be cast. All Lot Owners, by virtue of their ownership of a Lot, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the Bylaws. Additional property may be annexed to the Properties by the Declarant even if the Declarant is no longer entitled to vote as a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.
- (b) The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant and thereafter be elected as provided for in the Bylaws.

3. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass

to his successors in title unless expressly assumed by them. Upon the sale of any Lot, the current year's assessment shall be prorated between the parties.

4. Membership. The membership of the Association shall consist of all Owners of the designated Lots within the Properties. Membership in the Association shall be mandatory and no Owner during his ownership of a Lot shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

5. Succession. The membership of each owner shall terminate when they cease to be an Owner of a Lot, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

6. Voting. The Association shall have two classes of voting members, Class A Members and the Class B Member, defined as follows:

Class A: Class A Members shall be the Owners of all Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided, however, that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: The Class B Member shall be the Declarant and shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2023.

Except for the Declarant, no Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

7. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray annual Common Area Expenses and administrative expenses of the Association and may include estimated funds for the payment of future Common Area Expenses.

- 8. Assessments.
 - (a) All Owners shall be obligated to pay the assessments imposed by the Board of Directors of the Association to meet the Common Area Expenses

of the Association. The Common Area Expenses of the Association shall be equally assessed among all of the Lot Owners. Annual Assessments for the estimated Common Area Expenses of the Association shall be due in advance of the first day of January of each year. The method of assessment described herein may not be amended without the written approval of the Declarant, so long as there is a Class B Membership or thereafter, the owners of two-thirds (2/3) of the votes entitled to be cast.

- (b) Each Lot Owner's personal obligation of payment of assessments shall be due on the first day of the month in which the closing of the purchase of said Lot occurs.
- (c) Assessments shall be based upon the cash requirements deemed to be such aggregate sum the Board of Directors of the Association shall from time to time determine is to be paid by all of the Lot Owners to provide for the payment of all estimated expenses growing out of or connected with the acquisition, construction, maintenance, repair, operation, alterations and improvements of and to the Common Area and the Common Area Improvements and for the creation of a reasonable contingency and reserve for the same.
- (d) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owner's personal obligation to pay the same.
- (e) Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall provide a summary of the Budget to all the Lot Owners, and shall set a date for a meeting of the Lot Owners to consider ratification of the Budget. That date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the votes entitled to be cast, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors.

9. Association Lien for Non-Payment of Common Area Expenses.

- (a) Except for the Declarant as provided in paragraph 3 of this Article, all sums assessed by the Association but unpaid for the share of Common Area Expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any Mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by

such encumbrances. In the event of default in the payment of the assessment, the Owner shall be obligated to pay interest at the maximum rate of interest allowable by law, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred together with such late charges as provided by the Bylaws of the Association. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of the Owner of the Lot and a description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon, shall have been fully paid.

- (b) Such lien may be enforced by the foreclosure on the defaulting Owner's Lots by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice to claim thereof or by an action at law against the Owner personally obligated to pay the same. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed or subject to litigation shall be required to pay the Association the monthly assessment for the Lot during the period of foreclosure or litigation, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.
- (c) Any Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Area Expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of this mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. Upon request of a Mortgagee, the Association shall report to the Mortgagee of a Lot any unpaid assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.
- (d) The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one

of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds of the jurisdiction.

- (e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12 below, the aggregate dues, which may become due and payable in any year, shall not exceed the greater of:

- (a) Two hundred and No/100 Dollars (\$200.00) per Lot.
- (b) In each calendar year beginning on January 1, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

11. 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 Area or Common Area Improvement, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in an amount to Five Hundred and No/100 Dollars (\$500.00) per Lot.

12. Excess Dues and Assessments. With the approval of the majority of the votes entitled to be cast by the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

ARTICLE III. EASEMENTS

1. Utility Easement. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described subdivision. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we

further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, 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.

2. Telephone Connection Charges. Quest Communications, Inc. and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

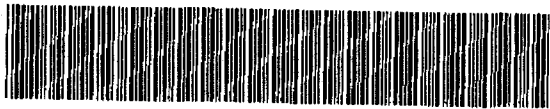
3. Platted Easements. Platted easements are provided for in the final plat of Miami Heights, which is filed in the Register of Deeds of Douglas County, Nebraska, and other easements provided for in further platting(s).

4. Retaining Wall. A perpetual easement is hereby reserved and granted to the Association, its agents and contractors for the construction, inspection, maintenance, repair, and replacement of the retaining wall located on Lots 4, 5, 6, 7, 8, 9, 10, and 11 and for ingress and egress over such Lots for such purposes as shown on the recorded plat of the Lots.

ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Nothing herein contained shall in any way be construed to impose any obligation, of any kind, upon the Developer and/or Declarant or any successor and assigns of the same, any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein. 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a period of forty-five (45) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by the owners of not less than seventy-five percent (75%) of said Lots, which termination or amendment shall thereupon become binding upon all Lots. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner that it may determine in its full and absolute discretion for a period of fifteen (15) 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 covered by this Declaration.



MISC 2008032325



APR 03 2008 11:16 P 28

M⁴
K
28
24
FEE 152.00 FB See attached
BKP GO COMP
DEL SCAN FY

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/3/2008 11:16:17.45



2008032325

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: _____

Check Number

16418

16405'

**FIRST AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

MIAMI HEIGHTS, A SUBDIVISION IN DOUGLAS COUNTY NEBRASKA

The undersigned, MIAMI HEIGHTS DEVELOPMENT CO., LLC, is the DECLARANT ("**Declarant**") under and pursuant to a certain Declaration of Covenants, Conditions, Restriction and Easements originally executed under date of May 28, 2003, and recorded May 29, 2003 in the Office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2003-02763 (hereafter, the "**Declaration**").

102763

Miami Heights Subdivision

05-25350

At the time of execution and recordation of the Declaration, Declarant was the owner of then Lots 1 through 18, Miami Heights, a subdivision in Douglas County, Nebraska, and the Declaration pertained to such Lots. The Plat of Miami Heights was recorded April 30, 2003 in the Office of the Register of Deeds of Douglas County Nebraska as Instrument No. 2003006329 (DEED). A copy of the Plat of Miami Heights (which was a replatting of certain lots, alleys and streets as described therein), is attached hereto for informational purposes as **Exhibit "A"**.

* Book 2241 Page 135

Miami Heights Replat 1

Subsequent to the recordation of the Declaration, Declarant arranged for an administrative replatting of original Lot 18 Miami Heights (which itself had consisted of former Lots 1 and 2, Block 22, Omaha View Extension), together with Lots 3 and 4, Block 22, Omaha View Extension, into Lots 1 and 2, Miami Heights Replat 1. Miami Heights Replat 1 was recorded August 5, 2003 in the Office of the Register of Deeds of Douglas County as Instrument Number 2003 - 146498 (MISC), and a copy thereof is attached hereto for informational purposes as **Exhibit "B"**. Lot 1 of Miami Heights Replat 1 is presently owned by Patricia Toolles, and consists of former Lot 18, Miami Heights, and the East Half of former Lot 3, Block 22, Omaha View Extension. Lot 2, Miami Heights Replat 1 is presently owned by Declarant, and consists of former Lot 4 and the West Half of former Lot 3, Block 22, Omaha View Extension.

05-25351

Miami Height Replat 2

Subsequent to the recordation of Miami Heights Replat 1, Declarant arranged for an administrative replatting of former Lots 4 and 11, Miami Heights

05-25352

(32)

107-145

into Lots 1 and 2, Miami Heights Replat 2. Miami Heights Replat 2 was recorded in the Office of the Register of Deeds of Douglas County on November 3, 2003 as Instrument Number 2003 ²¹⁴³⁹⁵ (DEED), and a copy thereof is attached hereto for informational purposes as **Exhibit "C"**. Lot 1 of Miami Heights Replat 2 consists of all of former Lot 4, Miami Heights, together with that part of former Lot 11, Miami Heights, lying west of the east face of a certain retaining wall located on former Lot 11, as more particularly described in the "Complete Legal Description" set forth in an attachment to Miami Heights Replat 2. Lot 2, Miami Heights Replat 2 consists of that part of former Lot 11, Miami Heights, lying east of the east face of the foregoing retaining wall. Lot 1, Miami Heights Replat 2 is presently owned by Rosalee Williams. Lot 2, Miami Heights Replat 2 is presently owned by Declarant.

Omaha View Extension Replat 1

05-28701

Subsequent to the recordation of Miami Heights Replat 2, Declarant arranged for an administrative replatting (Administrative Minor Plat) of former Lot 2, Miami Heights Replat 1, together with Lots 5 through 9, Omaha View Extension, into new Lots 1, 2 and 3, Omaha View Extension Replat 1. Omaha View Extension Replat 1 was recorded in the Office of the Register of Deeds of Douglas County on November 28, 2007 as Instrument Number 2007 131509 (DEED), and a copy thereof is attached hereto for informational purposes as **Exhibit "D"**. Lots 2 and 3, Omaha View Extension Replat 1 consist of former Lot 2, Miami Heights Replat 1, together with former Lots 5, 6 and part of 7, Block 222, Omaha View Extension.

Properties Presently Owned by Declarant

Declarant is the present owner of Lots 1, 2 and 3, Omaha View Extension Replat 1, together with Lots 3, 8, 10, 12, 16 and 17, Miami Heights, and Lot 2 of Miami Heights Replat 2 (part of former Lot 11, Miami Heights).

Pursuant to a certain Purchase Agreement between Declarant and Adolph L. Williams ("**Williams**"), Declarant will in the very near future or contemporaneously herewith convey **Lots 2 & 3, Omaha View Extension Replat 1** (the "**Williams Property**"), now bearing an address of 3217 Ohio Street, to Williams and his wife, ^{4A, 352} ~~Annisa~~ Annisa L. Williams ("**the Williams**"). In consideration of the purchase of the Williams Property, the Williams join with Declarant in the execution of this First Amendment for the purpose of binding the Williams Property and Lot 1, Omaha View Extension Replat 1 to the terms and provisions of the Declaration (except as modified herein) and to the terms and provisions of this First Amendment, and also for the purpose of securing the benefits of the Declaration and the First Amendment for the Williams Property and Lot 1, Omaha View Extension Replat 1. It is agreed by Declarant and the Williams that this First Amendment shall be so binding regardless of whether this

4

First Amendment is recorded prior or subsequent to the time of recordation of the deed of conveyance of the Williams Property to the Williams.

For mutual consideration, Declarant and the Williams hereby agree as follows:

1. That the Williams and the Williams Property, Lot 1 Omaha View Extension Replat 1, and all parties having or acquiring any right, title and interest in such property shall be bound by and benefit from all of the terms, provisions and conditions contained in the Declaration, in the same manner as if the Williams Property and Lot 1, Omaha View Extension Replat 1, had been one of the Lots contained in the original Declaration.

2. "Lot" or "Lots". That the individual term "Lot", and the collective term "Lots", as contained in the Preliminary Statement or elsewhere in the Declaration, shall mean and include the Williams Property and Lot 1, Omaha View Extension Replat 1.

3. "Properties". That the term "Properties", as used in Paragraph 1(c) of Article II (Homeowners' Association), shall mean and refer to all of the Lots that originally were denominated Lots 1 through 18, however they are now denominated, together with the Williams Property and Lot 1, Omaha View Extension Replat 1.

4. Williams Property Only. That notwithstanding anything in the foregoing or hereinafter to the contrary, the provisions of the Declaration are modified as to the Williams Property only, as follows:

4.1 Paragraph 9 of Article 1. (Fencing). For so long as no residential structure is constructed on Lot 2, Omaha View Extension Replat 1, a fence shall be permitted beyond the front building line of any residential structure constructed on Lot 3, from a point which is at least 10 feet west of the northwest corner of such Lot 3 residence (or from the northwest corner of a deck or any other structure made a part of such residence, if it extends further west), and running northerly therefrom and then westerly, across the front of all of Lot 2, but subject to all other covenants, restrictions, easements and front and side yard set-backs as may be contained in the Declaration, or in any applicable ordinance or other law. In the event that a residential structure is constructed on said Lot 2, then this exception shall terminate and Lots 2 and 3, Omaha View Extension Replat 1 shall thereafter be subject to the original terms of Paragraph 9 of Article 1, and as such any fencing then in existence which does not comply with the original Paragraph 9 fencing requirements shall be removed at the expense of the then Owners of said Lots 2 and 3.

4.2 Paragraph 10 of Article 1 (Swimming Pool). the Williams may construct a swimming pool to be located on the southerly (rear) portions of Lots 3 and 2, Omaha View Extension Replat 1. Because Lot 2 slopes to the West, such swimming pool may rise above ground on the westerly end sufficient to allow it to be level along the pool's length, but not to exceed a maximum of 7 feet above ground at the highest point. The above ground portion of the pool structure shall be covered with material that presents a reasonably attractive appearance from an aesthetic standpoint, and which is reasonably durable, both of which conditions are subject to the prior approval of Declarant, which approval shall not be unreasonably withheld. Such covering material shall be periodically maintained by the Owner so as not to allow it to become unsightly.

4.3 Voting and Assessments. That for all purposes under Article II (Homeowners' Association) pertaining to voting, including, without limitation, the provisions set forth in Paragraph 6 (Voting) and 8(e) (Ratification of the Budget), as well as those pertaining to the making of assessments or the establishing of dues (Paragraphs 8, 10, 11 and 12), the Williams Property shall be considered and treated as one Lot; provided, however, that if at any time in the future a residential structure should be constructed on Lot 2, Omaha View Extension Replat 1, Lots 2 and 3 shall thereafter be considered and treated as separate Lots for the foregoing purposes.

5. TIF Redevelopment Agreement With the City of Omaha. Paragraph 24 of Article I, pertaining to a certain Tax Increment Financing ("TIF") Redevelopment Agreement with the City of Omaha approved by Ordinance No. 36231 on April 8, 2003, does not presently apply to the Williams Property (3217 Ohio) or Lot 1, Omaha View Extension Replat 1 (3233 Ohio). Declarant plans to make a request to the City of Omaha in the near future to add and include the Williams Property and Lot 1, Omaha View Extension Replat 1, together with Lots 9 and 10, Block 8, Omaha View (adjoining Lot 2, Miami Heights or 2616 North 32nd Avenue on the West), and Lot 11, Block 9, Omaha View (3236 Miami) to the existing TIF District created pursuant to the foregoing Redevelopment Agreement. The Williams shall in all ways fully cooperate with Declarant in connection with such request of the City, including, without limitation, executing any and all consents that may be required of Williams. Any of the foregoing properties so added to the existing TIF District will become subject to and bound by the terms and provisions of said Paragraph 24, Article 1. The Williams hereby consent to the addition of the Williams Property and any or all of

05-28680

rest of the foregoing-described properties to the existing TIF District, and to the Williams Property being subject to and bound by the terms and provisions of Paragraph 24 of Article I in the event that the Williams Property is so added.

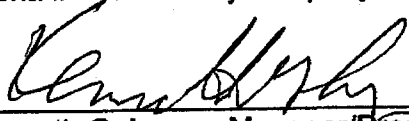
6. Utility Easements. Notwithstanding any provisions in Paragraph 1 of Article III (Easements) to the contrary, the easement over the rear boundary lot line of the Williams Property and of Lot 1, Omaha View Extension Replat 1, shall be an eight-foot (8') strip.

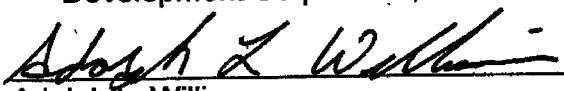
7. Declarant's Authority For This Amendment. Declarant hereby exercises its authority to annex to the Properties the Williams Property and Lot 1, Omaha View Extension Replat 1, and to amend the Declaration unilaterally, pursuant to the annexation provisions of Paragraph 2(a) of Article II (Homeowners' Association) and the amendment provisions of Paragraph 2 of Article IV (General Provisions), to provide that this First Amendment, including the above modifications, shall be, for enforcement and all other purposes, for the benefit of and binding upon each Lot, Declarant, the Williams and all other Owners of the Lots, including, without limitation, the Homeowners' Provisions contained in Article II.

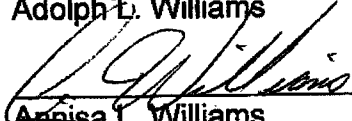
IN WITNESS WHEREOF, the Declarant and Adolph L. Williams and ^{Annisa} Annisa L. Williams have caused this First Amendment to be executed as of the 7th day of March, 2008.

DECLARANT

MIAMI HEIGHTS DEVELOPMENT CO., LLC, a
Nebraska limited liability company

By: 
Kenneth G. Lyons, Manager/President
(and as President of New Community
Development Corporation, Sole Member)

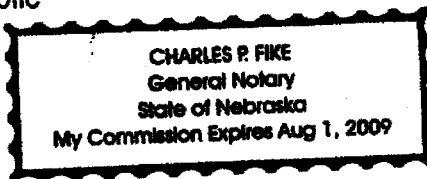

Adolph L. Williams


Annisa L. Williams
Annisa L. Williams

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

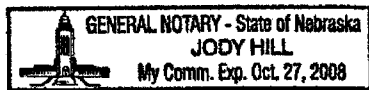
The above and foregoing instrument was acknowledged before me this 10th day of March, 2008, by Kenneth G. Lyons, as Manager/President of Miami Heights Development Co., LLC, a Nebraska limited liability company, and as President of New Community Development Corporation, sole Member of the LLC, on behalf of New Community Development Corporation and the LLC.

Charles P. Fike
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 10 day of March, 2008, by Adolph L. Williams and Annisa L. Williams, husband and wife..



Jody Hill
Notary Public

BK 2241 PG 135-141

DEED 2003 06329

COPY

Nebr Doc Stamp Tax
4/30/03
Date
\$ Ex/4
By My

RICHARD N. TAKECHI
REGISTER OF DEEDS
SACRAMENTO COUNTY, NE

03 APR 30 PM 3:09

RECEIVED

"Exhibit A"

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

deed 7 FEE 61.00 FB 05-28680-old
52 BKP _____ CIO _____ COMP _____
 DEL _____ SCAN CB FV _____

(K)

LAMP RYNEARSON & ASSOC.
14110 WEST DORGE ROAD
OMAHA NE 68154
496-2498

Temp. 124.01

22189 ✓

1.50 Cash

MISC 2003146498

RICHARD W. JANECHI
REGISTER OF DEEDS
SOUTH DAKOTA

COPY

AUG 05 2003 10:37 P 4

RECEIVED

"Exhibit B"

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

misc
 $\frac{4}{5}$

FEE 22.50 FB 05-25350-old
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN _____ FV _____

Temp. 12.4.01

RETURN: Lamp Rynearson & Assoc
14710 W Dodge Rd Suite 100
Omaha NE 68154
496-2498

LEGAL DESCRIPTION

Lots 1 and 2, MIAMI HEIGHTS REPLAT 1, being an administrative replat of Lot 18, MIAMI HEIGHTS, TOGETHER WITH Lots 3 and 4, Block 22, OMAHA VIEW EXTENSION, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, each lot described by metes and bounds as follows:
 SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION

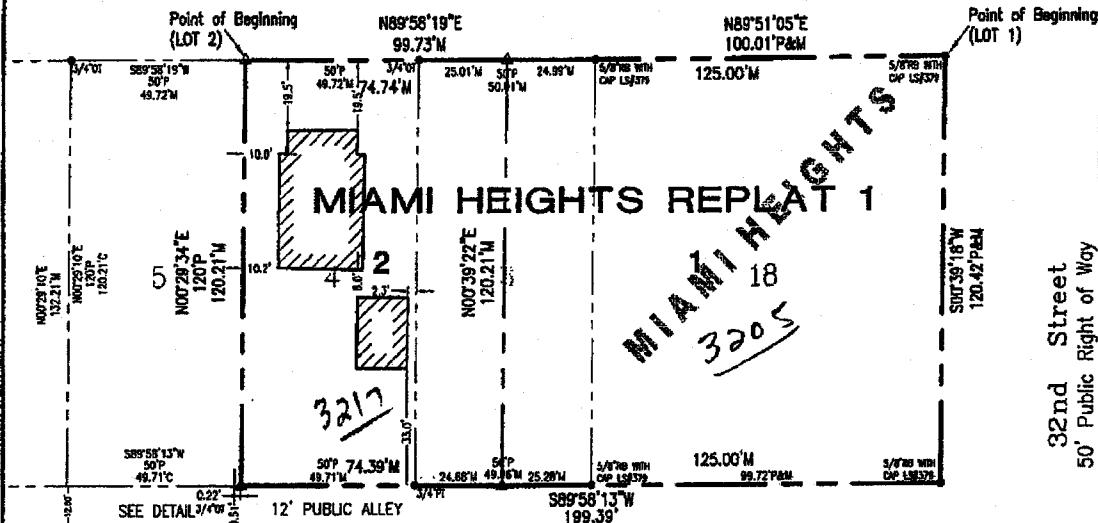
MIAMI HEIGHTS

7

8

Ohio Street
 50' Public Right of Way

20 0 20 40



OMAHA VIEW EXTENSION BLOCK 22

16

17

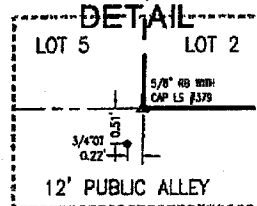
18

19

20

LEGEND

- △ CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS #379
 - CORNERS FOUND
 - M MEASURED DIMENSIONS
 - P PLAT DIMENSIONS
 - PT PINCH TOP PIPE
 - OT OPEN TOP PIPE
 - RB REBAR
- BEARINGS SHOWN HEREON ARE BASED ON MIAMI HEIGHTS FINAL PLAT



99044\dwg\9944admin.dwg

Book 99044

Page

Date July 1, 2003

Dwn.By JHVD

Job Number 99044.00 / 407



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

(Ph) 402.496.2498
 (Fax) 402.496.2730

4324

CITY OF OMAHA, NEBRASKA
ADMINISTRATIVE SUBDIVISION

LEGAL DESCRIPTION

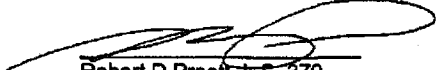
Lots 1 and 2, MIAMI HEIGHTS REPLAT 1, being an administrative replatting of Lot 18, MIAMI HEIGHTS, TOGETHER WITH Lots 3 and 4, Block 22, OMAHA VIEW EXTENSION, subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, each lot described by metes and bounds as follows:

Lot 1: Lot 18, MIAMI HEIGHTS and the East Half of Lot 3, Block 22, OMAHA VIEW EXTENSION, described as follows: Beginning at the intersection of the west right of way line of 32nd Street and the south right of way line of Ohio Street; Thence South 00°39'18" West (bearings referenced to the Final Plat of MIAMI HEIGHTS) for 120.42 feet along said west right of way line to the southeast corner of said Lot 18, MIAMI HEIGHTS; Thence South 89°58'13" West for 125.00 feet along the north right of way line of the public alley to the west line of the East Half of Lot 3, Block 22, OMAHA VIEW EXTENSION; Thence North 00°39'22" East for 120.21 feet along said west line to the north line of said Lot 3; Thence North 89°58'19" East for 24.99 feet to the northwest corner of Lot 18, MIAMI HEIGHTS; Thence North 89°51'05" East for 100.01 feet to the Point of Beginning. Contains 0.345 acre.

Lot 2: Lot 4 and the East Half of Lot 3, Block 22, OMAHA VIEW EXTENSION, described as follows: Beginning at the northwest corner of said Lot 4; Thence North 89°58'19" East (bearings referenced to the Final Plat of MIAMI HEIGHTS) for 74.74 feet along the north line of said Lots 3 and 4 to the east line of the West Half of said Lot 3; Thence South 00°39'22" West for 120.21 feet along said east line to the south line of said Lot 3; Thence South 89°58'13" West for 74.39 feet along the south line of said Lots 3 and 4 to the southwest corner of said Lot 4; Thence North 00°29'34" East for 120.21 feet to the Point of Beginning. Contains 0.206 acre.

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and found or placed permanent markers as shown on the attached drawing at all corners of all lots being platted.


Robert D Proett, L.S. 379
July 2, 2003



OWNER'S AND MORTGAGEE'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned are the sole owner and mortgagee of the property as described in the surveyor's certificate and embraced within this plat and have caused said land to be subdivided into lots as shown hereon.

Michael B. Maroney
MIAMI HEIGHTS DEVELOPMENT CO. L.L.C., Owner
Michael B. Maroney, President

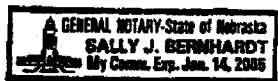
John J. Griffith
COMMERCIAL FEDERAL BANK, Mortgagee
John J. Griffith, First Vice President/Director

ACKNOWLEDGEMENT OF NOTARIES

State of Nebraska)
County of Douglas)SS

On this 14 day of July, 2003, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Michael B. Maroney, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as President of MIAMI HEIGHTS DEVELOPMENT CO. L.L.C. and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

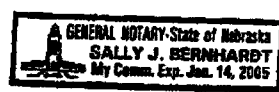
Sally J. Bernhardt
Notary Public



State of Nebraska)
County of Douglas)SS

On this 15 day of July, 2003, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared John J. Griffith, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as First Vice President/Director of COMMERCIAL FEDERAL BANK, and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said bank.

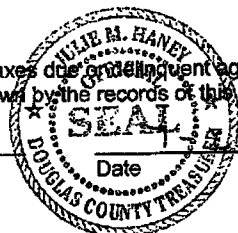
Sally J. Bernhardt
Notary Public



COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due and delinquent against the property as described in the surveyor's certificate and as shown by the records of this office.

[Signature]
County Treasurer



7-13-03
Date

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 8.08, Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.

[Signature]
Planning Director

7/28/03
Date



MISC 2003216178



NOV 03 2003 10:51 P 3

Copy

"Exhibit C"

Nebr Doc
Stamp Tax
11-3-03
Date
\$ Ex. 4
By JS

RICHARD M. TAKESHI
REGISTER OF DEEDS
DODGE COUNTY, NE.

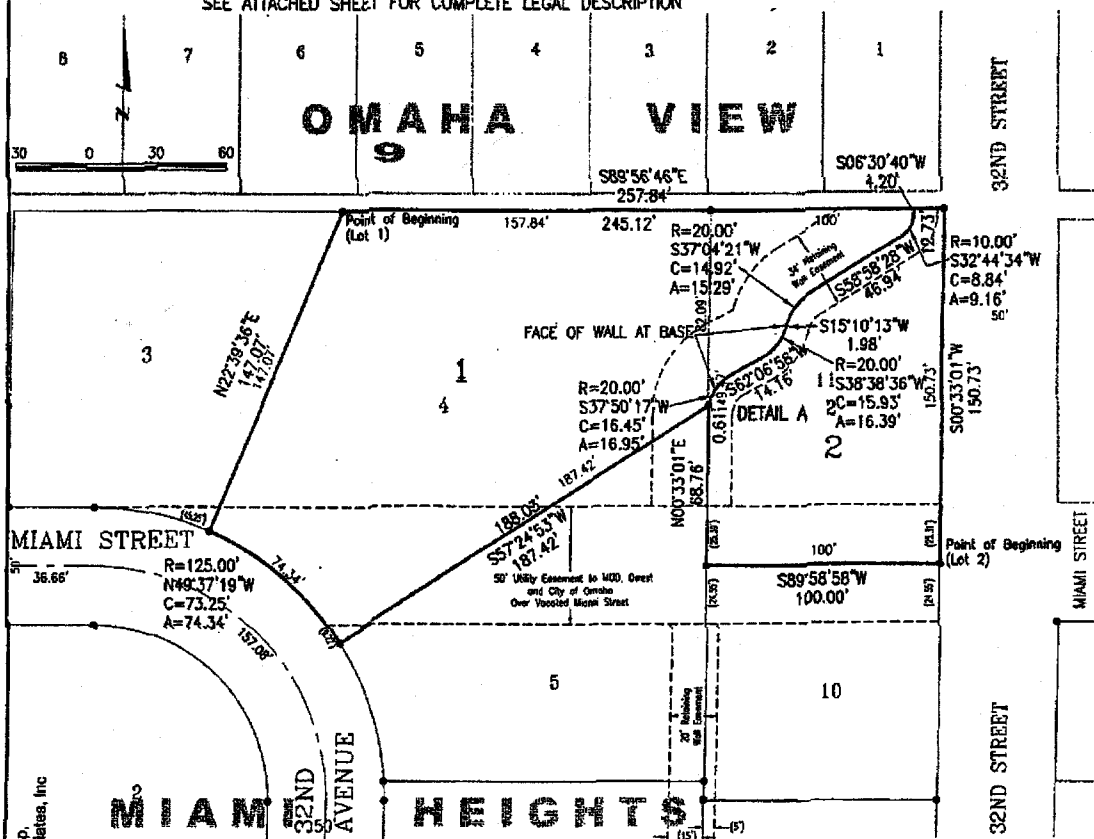
RECEIVED

misc N
FEE 17.00
FR 05-2530 old
3
4
BKP _____ CO _____ COMP _____
DEL PU _____ SCW _____ FY DC _____

MIAMI HEIGHTS REPLAT 2 BPP 11/5/03 LM

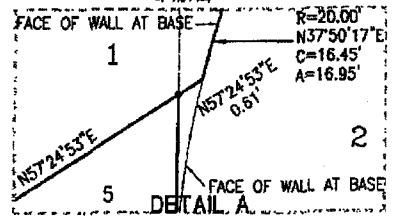
LEGAL DESCRIPTION

Lots 1 and 2, MIAMI HEIGHTS REPLAT 2, being an administrative replatting of Lots 4 and 11, MIAMI HEIGHTS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, each lot described by metes and bounds as follows:
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



LEGEND

- △ CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS#379)
- CORNERS FOUND (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS#379)
- 0.07' PLAT DIMENSIONS
- 0.07' PREVIOUS PLAT DIMENSIONS



C:\DWG\1994\4R2003\99044.dwg, 09/16/2003 09:08:48 AM, Lamp, Rynearson & Associates, Inc.

99044.dwg, 99044 Job Number 99044.01 / 002

Lamp, Rynearson & Associates, Inc. WWW.LRA-INC.COM
14710 West Dodge Road, Suite 100 (Ph) 402.496.2498
Omaha, Nebraska 68154-2027 (Fax) 402.496.2730

CITY OF OMAHA, NEBRASKA
ADMINISTRATIVE SUBDIVISION

LEGAL DESCRIPTION

Lots 1 and 2, MIAMI HEIGHTS REPLAT 2, being an administrative replatting of Lots 4 and 11, MIAMI HEIGHTS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, each lot described by metes and bounds as follows:

Lot 1: Lot 11 and that part of Lot 4 lying west of the east face of the retaining wall in MIAMI HEIGHTS, described as follows: Being at the northeast corner of Lot 3, MIAMI HEIGHTS; Thence South 89°56'46" East (bearings referenced to the Final Plat of MIAMI HEIGHTS) for 257.84 feet along the north line of Lots 4 and 11 to the east face of said retaining wall; Thence southwest along the face of said retaining wall for the next eight courses: (1) Thence South 06°30'40" West for 4.20 feet; (2) Thence along a curve to the right (having a radius of 10.00 feet and a long chord bearing South 32°44'34" West for 8.84 feet) for an arc length of 9.16 feet; (3) Thence South 58°58'28" West for 46.94 feet; (4) Thence along a curve to the left (having a radius of 20.00 feet and a long chord bearing South 37°04'21" West for 14.92 feet) for an arc length of 15.29 feet; (5) Thence South 15°10'13" West for 1.98 feet; (6) Thence along a curve to the right (having a radius of 20.00 feet and a long chord bearing South 38°38'36" West for 15.93 feet) for an arc length of 16.39 feet; (7) Thence South 62°06'58" West for 14.16 feet; (8) Thence along a curve to the left (having a radius of 20.00 feet and a long chord bearing South 37°50'17" West for 16.45 feet) for an arc length of 16.95 feet to the extended north line of Lot 5, MIAMI HEIGHTS; Thence South 57°24'53" West for 187.42 feet along said north line to the northeast right of way line of Miami Street; Thence along a curve to the left (having a radius of 125.00 feet and a long chord bearing North 49°37'19" West for 73.25 feet) for an arc length of 74.34 feet along said right of way line to the southeast corner of said Lot 3; Thence North 22°39'36" East for 147.07 feet along the east line of Lot 3 to the Point of Beginning. Contains 29,288 square feet.

Lot 2: That part of Lot 11 lying east of the east face of the retaining wall in MIAMI HEIGHTS, described as follows: Beginning at the northeast corner of Lot 10, MIAMI HEIGHTS; Thence South 89°58'58" West for 100.00 feet to the northwest corner of said Lot 10; Thence North 00°33'01" East for 68.76 feet along the east line of Lot 5, MIAMI HEIGHTS to the northeast corner thereof; Thence North 57°24'53" East for 0.61 feet along the extended north line of Lot 5 to the east face of the retaining wall; thence northeast along the face of said retaining wall for the next eight courses: (1) Thence along a curve to the right (having a radius of 20.00 feet and a long chord bearing North 37°50'17" East for 16.45 feet) for an arc length of 16.95 feet; (2) Thence North 62°06'58" East for 14.16 feet; (3) Thence along a curve to the left (having a radius of 20.00 feet and a long chord bearing North 38°38'36" East for 15.93 feet) for an arc length of 16.39 feet; (4) Thence North 15°10'13" East for 1.98 feet; (5) Thence along a curve to the right (having a radius of 20.00 feet and a long chord bearing North 37°04'21" East for 14.92 feet) for an arc length of 15.29 feet; (6) Thence North 58°58'28" East for 46.94 feet; (7) Thence along a curve to the left (having a radius of 10.00 feet and a long chord bearing North 32°44'34" East for 8.84 feet) for an arc length of 9.16 feet; (8) Thence North 06°30'40" East for 4.20 feet to the north line of Lot 11; Thence South 89°56'46" East for 12.73 feet along the north line of Lot 11 to the west right of way line of 32nd Street; Thence South 00°33'01" West for 150.73 feet along said right of way line to the Point of Beginning. Contains 11,550 square feet.

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and found or placed permanent markers as shown on the attached drawing at all corners of all lots being platted.



Robert D Proett, L.S. 379
September 16, 2003



DEED 2007131509

deed
FEE 39.50
FR 05-28700
2/9
G

NOV 28 2007 08:24 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/28/2007 08:24:29.26

2007131509

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Copy

"Exhibit D"

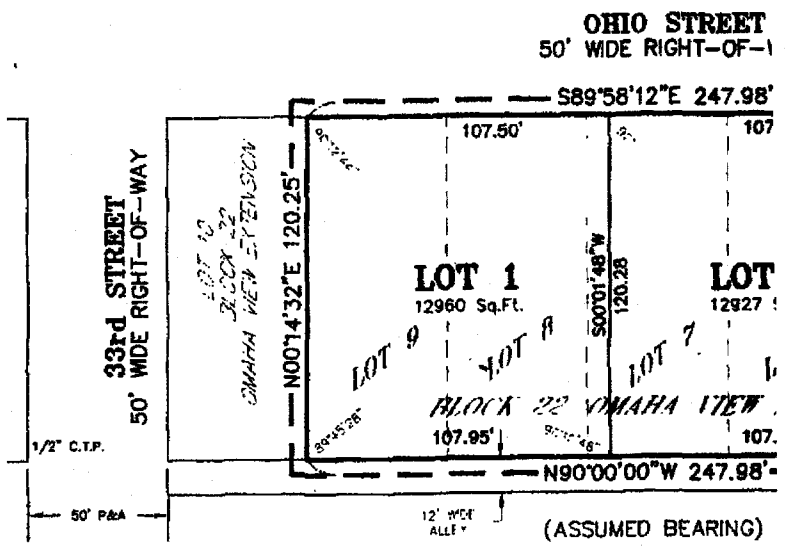
Return To: EACGI

Check Number
3097

©

OMAHA

LOT
THRO



OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED ARE OWNER'S OF THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

FOR: MIAMI HEIGHTS' LLC
AS Ken Lyon
SIGNED CEO

DEVELOPMENT CO
LTC

10-30-07

ACKNOWLEDG

STATE OF NEB
COUNTY OF DA
ON THIS 30
UNDERSIGNED,
K

AS: CEO
A CORPORATE
AFFIXED TO IT
TO BE HIS/HE
SAID CORPOR

WITNESS MY H
DAY AND YE

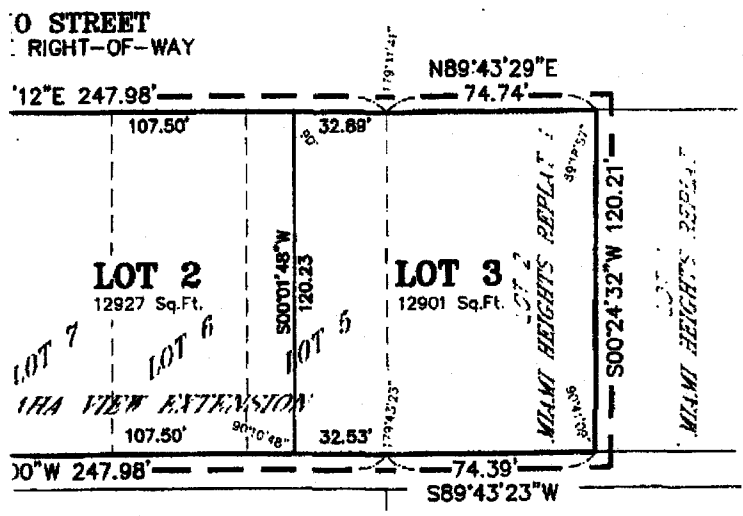
[Signature]
NOTARY PUBLIC

MY COMMISS

ADMINISTRATIVE MINOR PLAT [AHA VIEW EXTENSION REPLAT

LOTS 1, 2 AND 3 BEING A REPLAT OF LOTS 5
THROUGH 9, BLOCK 22, OMAHA VIEW EXTENSION,
AND LOT 1, MIAMI HEIGHTS REPLAT 1,
DOUGLAS COUNTY, NEBRASKA

LVF



COUNTY TREASURER

THIS IS TO BE FILED IN THE RECORDS

DATED THIS _____ COUNTY TREASURER

APPROVAL ()
APPROVED AS OMAHA VIEW EXTENSION IN COMPLIANCE WITH SECTION _____

11/18/07
DATE

APPROVAL ()

I HEREBY APPROVE AS TO THE DEED

DATED THIS _____

Chris
CITY ENGINEER

MORTGAGE

THAT MORTGAGE(S) BOOK NO. _____ COVERING _____ OF PLAT AND WITHOUT PRECEDENCE

10/30/07
DATE

*DEVELOPMENT CO
LVF*

ACKNOWLEDGMENT BY CORPORATION: MIAMI HEIGHTS LLC

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } S.S.

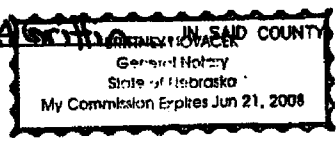
ON THIS 30th DAY OF October, 2007 A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME,

Ken Lyons

AS: (ED) OF: MIAMI HEIGHTS LLC *DEVELOPMENT CO LVF*
A CORPORATION, TO BE PERSONALLY KNOWN TO BE PRESIDENT AND IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE OWNERS CERTIFICATION, AND HE/SHE ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SUCH OFFICER, AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha, Nebraska IN SAID COUNTY, THE DAY AND YEAR LAST ABOVE WRITTEN.

Anthony N...
NOTARY PUBLIC



T 1

PROJECT NO.
EGA071131

NO.	DESCRIPTION	DATE	BY	

**EHRHART
GRIFFIN &
ASSOCIATES**

3538 Farnam Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

TREASURER'S CERTIFICATE

I CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE
PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THE PLAT AS SHOWN BY
THE RECORDS OF THIS OFFICE.

THIS 2 DAY OF November 2007 A.D.
TREASURER J. Peter ...

CITY PLANNING DIRECTOR

AS A SUBDIVISION OF
NEW EXTENSION REPLAT 1
IN ACCORDANCE WITH SECTION 53-10 (3), OMAHA MUNICIPAL CODE, WITH PLAT REQUIREMENTS WAIVED
BY ORDINANCE 7.08, HOME CHARTER RULE OF THE CITY OF OMAHA

1 Clayton Weaver
PLANNING DIRECTOR

CITY ENGINEER OF OMAHA

APPROVE THIS PLAT OF
NEW EXTENSION REPLAT 1
IN ACCORDANCE WITH THE CITY DESIGN STANDARDS

THIS 13th DAY OF NOVEMBER 2007 A.D.
Charles Keppeler
ENGINEER

LIEN RELEASE

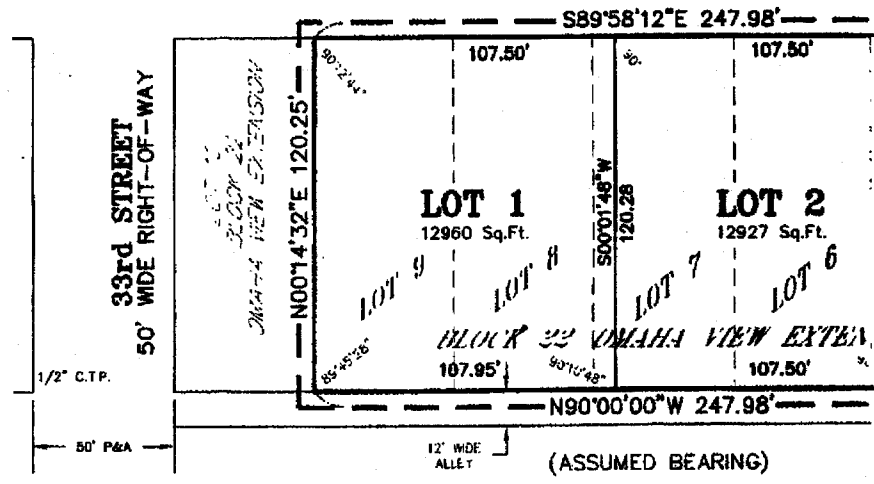
I, [Name] (S) UNDER MORTGAGE DATED THE DAY OF , 20 , RECORDED IN
BOOK AT PAGE NO. MORTGAGE RECORDS, DOUGLAS COUNTY, NEBRASKA
AND RELEASE FROM SAID MORTGAGE, THE FOOT OF LAND HEREBY DESCRIBED HEREBY CONSENT TO AND APPROVE
THE PREJUDICE TO THE LIEN OF MORTGAGE ON THE REMAINING REAL ESTATE.

[Signature]
[Circular Stamp]

**OMAHA VIEW EXTENSION REPLAT 1
FINAL PLAT
ADMINISTRATIVE MINOR PLAT
OMAHA, NEBRASKA**



OHIO STREET
50' WIDE RIGHT-OF-WAY



OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED ARE OWNER'S OF THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

FOR: MIAMI HEIGHTS LLC
AS Ken Lyon
SIGNED CEO

10.30.07
DATE

FOR: NEW COMMUNITY DEVELOPMENT CORP
AS Ken Lyon
SIGNED CEO

10.30.07
DATE

NOTES:

- 1) ALL CURVE DATA IS BASED ON THE ARC DEFINITION.
- 2) ALL DISTANCES ALONG CURVES ARE ARC LENGTHS UNLESS OTHERWISE NOTED.
- 3) ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (N.R.).
- 4) ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.

ACKNOWLEDGMENT B

STATE OF NEBRASKA
COUNTY OF DOUGLAS
ON THIS 30th DAY
UNDERSIGNED, A NOTAR:
Ken Ly

AS : CEO
A CORPORATION, TO BE
AFFIXED TO THE ABOVE
TO BE HIS/HER VOLUNT,
SAID CORPORATION.

WITNESS MY HAND AND
DAY AND YEAR LAST AE
Matthew N...
NOTARY PUBLIC

MY COMMISSION EXPIRES

ACKNOWLEDGMENT B

STATE OF NEBRASKA
COUNTY OF DOUGLAS
ON THIS 30th DAY
UNDERSIGNED, A NOTAR:
Ken Lyon

AS : CEO
A CORPORATION, TO BE
AFFIXED TO THE ABOVE
TO BE HIS/HER VOLUNT,
SAID CORPORATION.

WITNESS MY HAND AND
DAY AND YEAR LAST AE
Matthew N...
NOTARY PUBLIC

MY COMMISSION EXPIRES

GRIFFIN & ASSOCIATES

3552 Farnam Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

PLANNING DIRECTOR'S CERTIFICATE

THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE
PLAT IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THE PLAT AS SHOWN BY
THIS OFFICE.

DAY OF November 2007 A.D.

CITY PLANNING DIRECTOR

DIVISION OF
PLANNING

SECTION 53-10 (3), OMAHA MUNICIPAL CODE, WITH PLAT REQUIREMENTS WAIVED
SOME CHARTER RULE OF THE CITY OF OMAHA

Clayton Weaver
PLANNING DIRECTOR

CITY ENGINEER OF OMAHA

THIS PLAT OF
ON REPLAT 1
STANDARDS

DAY OF November 2007 A.D.

K. Repuls

LIEN RELEASE

MORTGAGE DATED THE DAY OF NOVEMBER, 2007, RECORDED IN
BOOK NO. 10-29-7007, MORTGAGE RECORDS, DOUGLAS COUNTY, NEBRASKA
FOOT OF LAND HEREBY DESCRIBED HEREBY CONSENT TO AND APPROVE
THE REMOVAL OF SAID MORTGAGE, THE
TO THE LIEN OF MORTGAGE ON THE REMAINING REAL ESTATE.

[Signature]
[Circular Stamp]

REGISTERED LAND SURVEYOR'S CERTIFICATE

THAT, AS A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY
CERTIFY AND SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF
ON REPLAT 1

THAT A BOND HAS BEEN FURNISHED TO THE CITY OF OMAHA, NEBRASKA IN
THE PLACING OF IRON REBAR MONUMENTS AT THE CORNERS OF ALL LOTS, STREETS,
AND THE TERMINAL POINTS OF ALL CURVES AS SHOWN ON THIS PLAT UPON THE
PLATTING. THE LIMITS AND BOUNDARIES OF SAID SAID SUBDIVISION ARE AS FOLLOWS:

ON REPLAT 1, LOTS 1, 2 AND 3, BEING A REPLAT OF LOTS 5, 6, 7, 8, AND 9,
AND LOT 2, MIAMI HEIGHTS REPLAT 1, ALL AS SURVEYED,
AND IN DOUGLAS COUNTY, NEBRASKA.

[Signature]
L.S. 505

10-29-7007
DATE:

95016

**OMAHA VIEW EXTENSION REPLAT 1
FINAL PLAT
ADMINISTRATIVE MINOR PLAT
OMAHA, NEBRASKA**

DATE: 7-18-07

DESIGNED BY:

DRAWN BY:
WAW

CHECKED BY:

CREW:



SHEET NO.

1 OF 1

MIAMI HEIGHTS

LOTS 1 THROUGH 18, INCLUSIVE, BEING A REPLATING OF LOTS 7, 8 AND 9, LOTS 1 THROUGH 8 INCLUSIVE, BLOCK 8; AND LOTS 13 THROUGH 20, INCLUSIVE, TOGETHER WITH ABUTTING ALLEYS ALL IN OMAHA VIEW AND ALSO LOTS 5 THROUGH 12, INCLUSIVE, BLOCK 20; AND LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 21; TOGETHER WITH ABUTTING ALLEYS; AND LOTS 1 AND 2, BLOCK 22; ALL IN OMAHA VIEW EXTENDED ALSO TOGETHER WITH PART OF MIAMI STREET.

CORBY

