

DECLARATION  
OF SUPPLEMENTARY RESTRICTIONS AND COVENANTS,  
EASEMENTS, AND GENERAL PROVISIONS OF PINETREE, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by PINETREE DEVELOPMENT 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 32, inclusive, in Pinetree, a subdivision, 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 such lots and for maintenance of the character and residential integrity of the community.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following Restrictions and Covenants, Easements, and General Provisions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These Restrictions and Covenants, Easements, and General Provisions shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots, and each Lot, shall be subject to all and each of the following Restrictions and Covenants, Easements and General Provisions:

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, chimney, patio enclosure, dog house, tree house, flag pole, skylight, 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, altered, placed or permitted to remain on any Lot or other Improvement, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and materials proposed for the exterior of such Improvement

and residential quality of all Lots. If Declarant 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, Declarant may refuse approval of the proposed Improvement.

(iii) Written Notice of any refusal to approve 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, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

(iv) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

2. Each Lot shall be used exclusively for single-family residential purposes. No single-family residence shall be constructed, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

3. The foundations of each Improvement shall be constructed of concrete, concrete blocks, brick or stone. The exposed foundation wall of each residential structure shall be constructed of, or faced with brick, stone, stucco or other material approved in writing by Declarant. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone.

4. Exposed surfaces of fireplace chimneys shall be covered with brick, stone or other material approved in writing by Declarant. Gutters, downspouts, chimney flues, roof valleys, roof louvers and any other exposed metal shall be painted.

5. Roofs of all Improvements shall be covered with wood or other materials approved in writing by Declarant.

6. 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"), nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or resident of any Lot. Further, no business activities of any kind whatsoever shall be conducted on any Lot. 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 Lots.

9. 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 Lot (other than in an enclosed structure) for more than twenty (20) days within a 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. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. 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 zoning ordinances of the City of Omaha, Nebraska. Provided, however, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

10. No incinerator or trash burner 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 clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

11. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained.

13. Construction of any Improvement shall be completed within one (1) year from the date the construction is commenced for such Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

14. Within 120 days after initial occupancy of any residence, the Owner shall install sod upon the entire front, sideyard, and front forty (40) feet of the rear yard of the Lot.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed eight (8) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the residence and prior to occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

16. 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 of concrete.

18. Any exterior air conditioning condensor unit shall be placed in the rear yard or any side yards 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.

19. 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, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Pinetree to any Lot unless the written approval of Declarant is first obtained.

## ARTICLE II.

### EASEMENTS

1. A perpetual easement is hereby granted to the Omaha Public Power District and Northwestern Bell Telephone Company, 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 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 addition. Said sixteen foot (16') wide Easement will be reduced to an eight foot (8') strip when the adjacent land is surveyed, platted and recorded. 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. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

## ARTICLE III.

### GENERAL PROVISIONS

2. The Restrictions and Covenants, Easements and General Provisions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by PINETREE DEVELOPMENT COMPANY, or any person, firm, corporation, partnership, or entity designated in writing by PINETREE DEVELOPMENT COMPANY, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. PINETREE DEVELOPMENT COMPANY, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the owners of two-thirds of the Lots may appoint an entity, association or individual to serve as Declarant for purposes of this Declaration, and such entity, association or individual shall serve with the same authority and powers as the original Declarant.

4. Invalidation of any restriction or covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

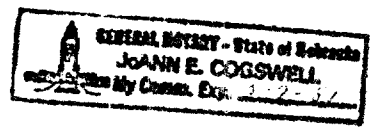
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11<sup>th</sup> day of June, 1980.

PINETREE DEVELOPMENT COMPANY,  
Declarant,

By Robert L. Merriam  
vice President

STATE OF NEBRASKA )  
                          ) ss.:  
COUNTY OF DOUGLAS )

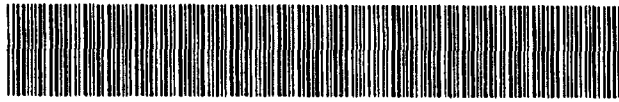
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 1980, by Robert L. Merriam, President of PINETREE DEVELOPMENT COMPANY, a Nebraska corporation, on behalf of the Corporation.



Joann E. Cogswell  
Notary Public



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Register of Deeds, Douglas County, NE  
11/8/2010 13:19:01.19



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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF PART OF PINETREE,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made on the date hereinafter set forth, is made by the undersigned individual lot owners, hereinafter referred to collectively as the "Owners", and acknowledged by Pine Tree Neighborhood Association, a Nebraska nonprofit corporation (the "Association").

PRELIMINARY STATEMENT

The Owners own certain real property (specific ownership is designated in each Owner's signature block) located within Douglas County, Nebraska and described as follows:

Lots 1, 2, 4, 8 through 18, 20 through 24, 28, 30 and 31, inclusive, in Pinetree, a subdivision, 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 Owners desire to provide for the preservation of the values and amenities of Pinetree (the "Subdivision") for the maintenance of the character and residential integrity of the Subdivision.

NOW, THEREFORE, the Owners hereby declare that each and all of the Lots 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. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

RETURN TO:  
FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: Mark Johnson

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes. 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 to surrounding Lot owners or inhabitants. Business may not be conducted out of any residence in the Subdivision that would require the storage of automobiles, lawn equipment, or construction equipment or materials. No businesses which create excess traffic, including, but not limited to, daycare or dog grooming, may be carried out on any Lot nor shall any Lot be used for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any inhabitant thereof.

2. No fence on any Lot shall be permitted to extend beyond the front line of a main residential structure located on such Lot. Any fence installed on any Lot must be maintained by the owner of the Lot, at the owner's sole cost and expense, and the owner shall keep the fence in good order and repair and, if reasonably necessary, replace the same with the same style and quality of materials. No fence shall exceed six (6) feet in height and should be constructed using quality materials such as wood, black wrought iron, black aluminum or black vinyl. Chain link fencing is not allowed. Any dog run on any Lot must be contained within a fenced area that meets the requirements of this section and shall be located in the back portion of the Lot, not visible from the street.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling which does not exceed two and one-half (2 ½) stories (as such term is defined in the Omaha City Building Code) in height. Houses built in another location may not be moved or placed on any Lot within the Subdivision and no temporary structure of any character, including, but not limited to, carports, trailers, modular homes, open basements, outbuildings or shacks, shall be erected upon or used on any Lot.

4. All improvements on the Lots, including, but not limited to, structures, driveways, sidewalks, decks and patios, shall be made using high quality materials, in good taste and shall, at a minimum, comply with all requirements of the zoning and building codes of the City of Omaha, Nebraska. Construction of any such improvement must 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 or intended drainage of any Lot.

5. All driveways must be constructed of concrete, brick paving stone, or laid stone. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Asphalt driveways, asphalt overlays and asphalt driveway approaches shall not be permitted.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale."

7. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any Lot, except one (1) satellite dish of 24" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. 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.

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. 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.

9. 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 Lot (other than in an enclosed structure) for more than forty-eight (48) hours. 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. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets.

10. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container 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 clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

11. No hedges or mass planted shrubs shall be permitted on any Lot more than ten (10) feet in front of the front building line of the main residential structure located on such Lot.

12. No swimming pool may extend more than one foot above ground level. Further, the Owner shall not be permitted to change the grade of any Lot in order to circumvent this provision.

13. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. Notwithstanding the foregoing, one



(1) dog house may be constructed provided the same is placed to the rear of the residence, concealed from public view, and provided that the yard is fenced.

14. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the street. 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.

15. Any replacement or repair of any roof of a residence located within the Subdivision shall be made using wood shingles or other high quality materials, such as, but not limited to, Presidential Composite Shakes or Heritage shingles.

16. Solar panels installed for heating or cooling purposes that follow the natural roofline of the structure are permitted. Solar panels which protrude from the roofline are not permitted. Wind turbines for energy purposes are not permitted.

## ARTICLE II. HOMEOWNERS ASSOCIATION

1. The Association. The Association was incorporated on June 28, 1986. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including the enforcement of this Declaration and the exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Subdivision; and the protection and maintenance of the residential character of the Subdivision.

2. Membership and Voting. The Owner of each Lot shall, at his/her option and upon payment of the dues and assessments described in Section 4 below, be a member of the Association. For purposes of this Article of the 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 of 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 Board of Directors shall manage the affairs of the Association, including the expenditure, commitment and payment of Association funds to accomplish the purposes of the Association. In addition, the Association shall have the right, but not the obligation, to enforce the covenants and restrictions set forth in this Declaration.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with a 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 of Directors.

5. Abatement of Dues and Assessments. Notwithstanding any other provisions of this declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

6. 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 Section 3 of this Article.

### ARTICLE III. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Association, the Association or any Owner of a Lot named herein shall have the right, but not the obligation, 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. Failure by the Association 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 term of thirty (30) years from the date of the recording of this Declaration. This Declaration may be amended by instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Notwithstanding the foregoing, an amendment (or amendments, as the case may be) to this Declaration may be executed by the Association and the owner(s) of any lot in the Subdivision that is not an original party to this Declaration, but wishes to become subject to this Declaration, without the prior consent of the Owners. Such amendment(s) shall be recorded with the Douglas County, Nebraska Register of Deeds.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same agreement.

[Remainder of page left intentionally blank; execution pages follow.]

IN WITNESS WHEREOF, the Association and the below-described Owners have caused this Declaration to be executed this 18<sup>th</sup> day of October, 2010.

**PINE TREE NEIGHBORHOOD ASSOCIATION**, a Nebraska nonprofit corporation

By: J. Daniel Kutilek  
Its: President

By: Donna M. Kutilek  
Its: Secretary

STATE OF NEBRASKA )  
COUNTY OF Douglas )ss.

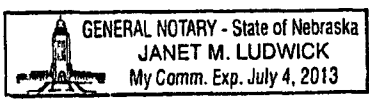
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Oct. 2010, by J. Daniel Kutilek, its President on behalf of Pine Tree Neighborhood Association, a Nebraska nonprofit corporation.



Janet M. Ludwick  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas )ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Oct. 2010, by Donna M. Kutilek, its Secretary on behalf of Pine Tree Neighborhood Association, a Nebraska nonprofit corporation.



Janet M. Ludwick  
Notary Public

JAMES B. PRIMEAU and  
KATRIN A. PRIMEAU, together  
the owners of Pinetree, Lot 1

James B. Primeau  
James B. Primeau

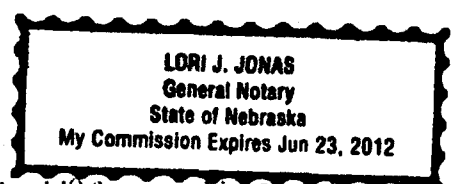
Katrin A. Primeau  
Katrin A. Primeau

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31 day of October 2010,  
by James B. Primeau, a Nebraska resident.

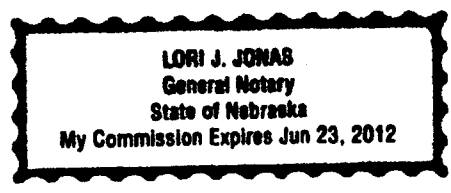
[Signature]  
Notary Public

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 31 day of October 2010,  
by Katrin A. Primeau, a Nebraska resident.

[Signature]  
Notary Public



MICHAEL L. FRUEHWALD and  
SANDRA S. FRUEHWALD.  
together the owners of Pinetree, Lot  
2

Michael L. Fruehwald  
Michael L. Fruehwald

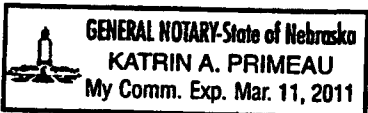
Sandra S. Fruehwald  
Sandra S. Fruehwald

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF Douglas     )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October 2010,  
by Michael L. Fruehwald, a Nebraska resident.

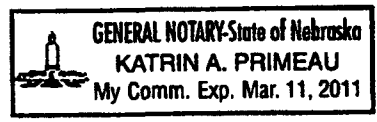
Katrin A. Primeau  
Notary Public

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF Douglas     )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Sandra S. Fruehwald, a Nebraska resident.

Katrin A. Primeau  
Notary Public



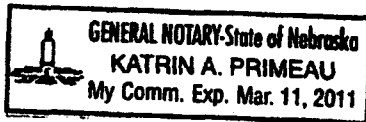
JOSEPHINE B. MIERENDORF  
FAMILY TRUST, the owner of  
Pinetree, Lot 4

By: Josephine B. Mierendorf  
Josephine B. Mierendorf, Trustee  
*family trust - trustee*

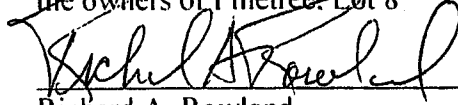
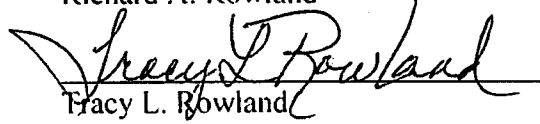
STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October 2010,  
by Josephine B. Mierendorf, the trustee of the Josephine B. Mierendorf Family Trust.

Katrin A. Primeau  
Notary Public



**RICHARD A. ROWLAND** and  
**TRACY L. ROWLAND**, together  
the owners of Pinetree Lot 8

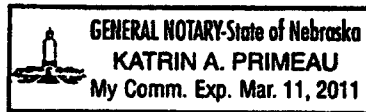
  
Richard A. Rowland  
  
Tracy L. Rowland

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Richard A. Rowland, a Nebraska resident.

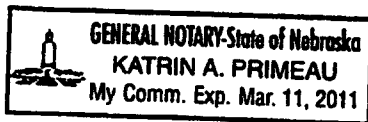
  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Tracy L. Rowland, a Nebraska resident.

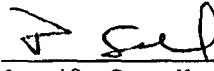
  
Notary Public





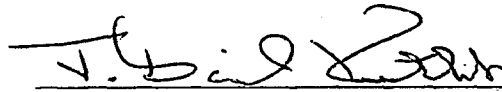
**RYAN SEWELL and JENNIFER SEWELL**, together the owners of Pinetree, Lot 9

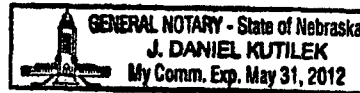
  
\_\_\_\_\_  
Ryan Sewell

  
\_\_\_\_\_  
Jennifer Sewell

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Nov .2010, by Ryan Sewell, a Nebraska resident.

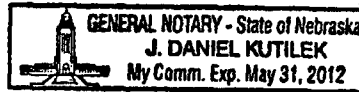
  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of NOV .2010, by Jennifer Sewell, a Nebraska resident.

  
\_\_\_\_\_  
Notary Public



LEONARD J. GREENSPOON and  
ELISKA M. GREENSPOON.  
together the owners of Pinetree, Lot  
10

Leonard J. Greenspoon  
Leonard J. Greenspoon

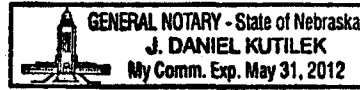
Eliska M. Greenspoon  
Eliska M. Greenspoon

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of NOV, 2010,  
by Leonard J. Greenspoon, a Nebraska resident.

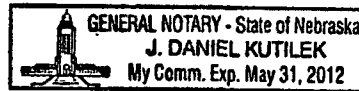
J. Daniel Kutilek  
Notary Public

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of NOV, 2010,  
by Eliska M. Greenspoon, a Nebraska resident.

J. Daniel Kutilek  
Notary Public



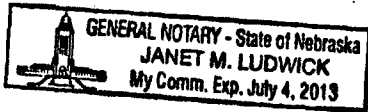
J. DANIEL KUTILEK and  
DONNA M. KUTILEK, together  
the owners of Pinetree, Lot 11

J. Daniel Kutilek  
J. Daniel Kutilek

Donna M. Kutilek  
Donna M. Kutilek

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Oct., 2010,  
by J. Daniel Kutilek, a Nebraska resident.



Janet M. Ludwick  
Notary Public


STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Oct., 2010,  
by Donna M. Kutilek, a Nebraska resident.




Janet M. Ludwick  
Notary Public

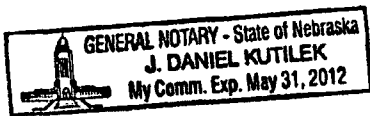
**ROBERT J. JOHNSON**, the  
executor/personal representative of  
the estate of Irving L. Johnson and  
Rose M. Johnson, the owners of  
Pinetree, Lot 12

  
Robert J. Johnson

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Oct. 2010.  
by Robert J. Johnson, a Nebraska resident, as the executor/personal representative of the estate of  
Irving L. Johnson and Rose M. Johnson.

  
Notary Public



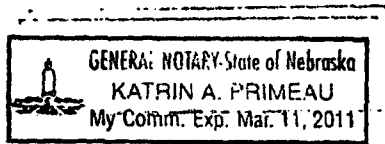
**ANNE J. EYMAN REVOCABLE TRUST**, the owner of Pinetree, Lot 13

Anne J. Eyman  
Anne J. Eyman, as Trustee

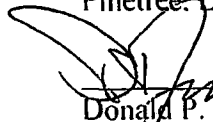

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010, by Anne J. Eyman, the trustee of the Anne J. Eyman Revocable Trust.

Katrin A. Primeau  
Notary Public



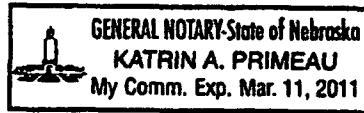
DONALD P. MUMMEY and  
KATHLEEN K. GLENNIE-  
MUMMEY, together the owners of  
Pinetree Lot 14

  
\_\_\_\_\_  
Donald P. Mumme  
  
\_\_\_\_\_  
Kathleen K. Glennie-Mumme

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Donald P. Mumme, a Nebraska resident.

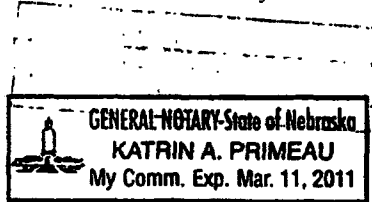
  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Kathleen K. Glennie-Mumme, a Nebraska resident.

  
\_\_\_\_\_  
Notary Public



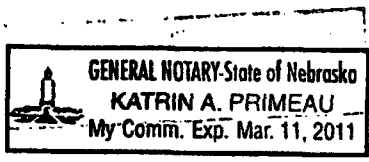
DENIS ROBERTS, the owner of  
Pinetree, Lot 15

*Denis Roberts*  
Denis Roberts

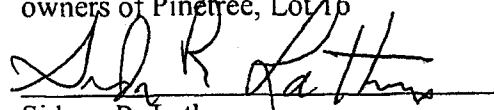
STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas )

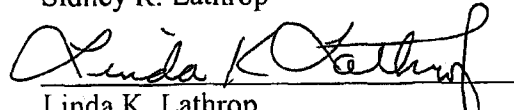
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Denis Roberts, a Nebraska resident.

*Katrin A. Primeau*  
Notary Public



SIDNEY R. LATHROP and  
LINDA K. LATHROP, together the  
owners of Pinetree, Lot 16

  
Sidney R. Lathrop

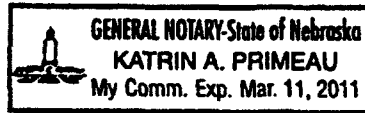
  
Linda K. Lathrop

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )


The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Sidney R. Lathrop, a Nebraska resident.

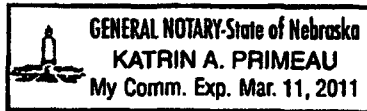
  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Linda K. Lathrop, a Nebraska resident.

  
Notary Public





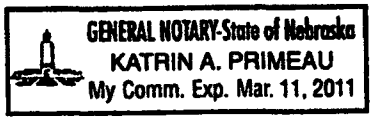
SAINT LEO CHURCH OF  
OMAHA C/O HOLZ &  
WEAVER, the owner of Pinetree.  
Lot 17

By: St Leo Catholic Church  
Name: Harold Buse  
Its: Secretary/Treasurer

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010.  
by Harold J. Buse the Secretary/Treasurer of Saint Leo  
Church of Omaha.

Katrin A. Primeau  
Notary Public

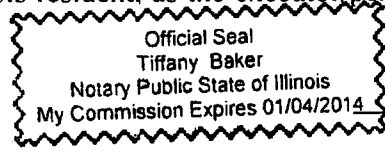


**JUDY FOLEY**, the  
executor/personal representative of  
the estate of Janet R. Foley, the  
owner of Pinetree, Lot 18

Judy Foley  
Judy Foley

STATE OF IL )  
 )ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 30 day of October 2010,  
by Judy Foley, an Illinois resident, as the executor/personal representative of the estate of Janet  
R. Foley.



Tiffany Baker  
Notary Public

TIMOTHY T. BILEK and  
KATHLEEN A. BILEK, together  
the owners of Pinetree. Lot 20

Timothy T. Bilek  
Timothy T. Bilek

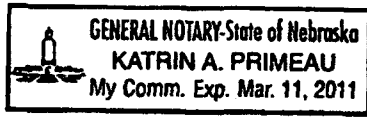
Kathleen A. Bilek  
Kathleen A. Bilek

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Timothy T. Bilek, a Nebraska resident.

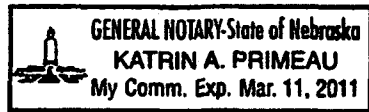
Katrin A. Primeau  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas    )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Kathleen A. Bilek, a Nebraska resident.

Katrin A. Primeau  
Notary Public



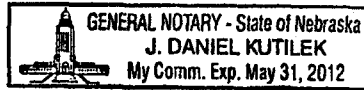
VALERIE L. MOUTTET, the  
owner of Pinetree, Lot 21

*Valerie L. Mouttet*  
Valerie L. Mouttet

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of NOV, 2010,  
by Valerie L. Mouttet, a Nebraska resident.

*J. Daniel Kutilek*  
Notary Public



**JOSEPH P. FALCONE and  
BARBARA G. FALCONE.**  
together the owners of Pinetree. Lot  
22

Joseph P. Falcone  
Joseph P. Falcone  
Barbara G. Falcone  
Barbara G. Falcone

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of NOV, 2010,  
by Joseph P. Falcone, a Nebraska resident.

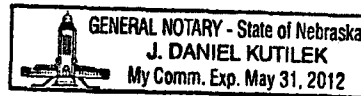
J. Daniel Kutilek  
Notary Public



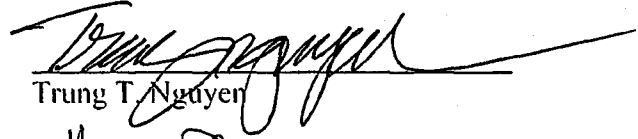
STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS )

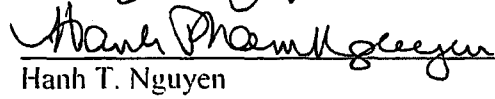
The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of NOV, 2010,  
by Barbara G. Falcone, a Nebraska resident.

J. Daniel Kutilek  
Notary Public



TRUNG T. NGUYEN and HANH  
T. NGUYEN, together the owners of  
Pinetree, Lot 23

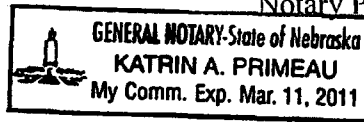
  
\_\_\_\_\_  
Trung T. Nguyen

  
\_\_\_\_\_  
Hanh T. Nguyen

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF Douglas )

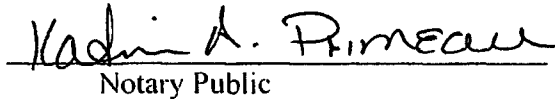
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010.  
by Trung T. Nguyen, a Nebraska resident.

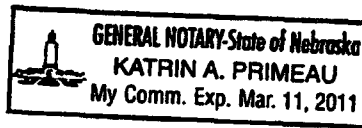
  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010.  
by Hanh T. Nguyen, a Nebraska resident.

  
\_\_\_\_\_  
Notary Public



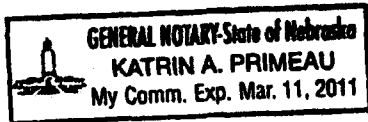
DAVID H. MALLOY, the owner of  
Pinetree, Lot 24

David H. Malloy  
David H. Malloy

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by David H. Malloy, a Nebraska resident.

Katrin A. Primeau  
Notary Public



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STEVEN T. EHRHARDT and  
ELIZABETH J. EHRHARDT,  
together the owners of Pinetree, Lot  
28

[Signature]  
Steven T. Ehrhardt

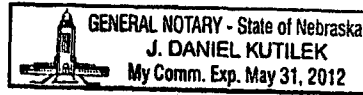
[Signature]  
Elizabeth J. Ehrhardt

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of NOV, 2010,  
by Steven T. Ehrhardt, a Nebraska resident.

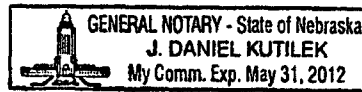
[Signature]  
Notary Public

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of NOV, 2010,  
by Elizabeth J. Ehrhardt, a Nebraska resident.

[Signature]  
Notary Public



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**ROBERT V. NELSON** and  
**BARBARA L. NELSON**, together  
the owners of Pinetree, Lot 30

*Robert V. Nelson*  
Robert V. Nelson

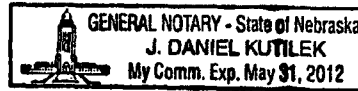
*Barbara L. Nelson*  
Barbara L. Nelson

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of NOV, 2010,  
by Robert V. Nelson, a Nebraska resident.

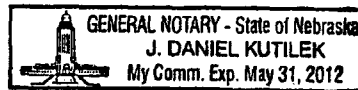
*J. Daniel Kutilek*  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF Douglas



The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of NOV, 2010,  
by Barbara L. Nelson, a Nebraska resident.

*J. Daniel Kutilek*  
Notary Public



WILLIAM H. GILPIN and  
LINDA C. GILPIN, together the  
owners of Pinetree, Lot 31

William H. Gilpin  
William H. Gilpin

Linda C. Gilpin  
Linda C. Gilpin

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by William H. Gilpin, a Nebraska resident.

Katrin A. Primeau  
Notary Public



STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October 2010,  
by Linda C. Gilpin, a Nebraska resident.

Katrin A. Primeau  
Notary Public

