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BOOK 532 PAGE 333

DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

THIS DECLARATION, made this 7th day of February, 1974 by W & G ENTERPRISES, INC., a Nebraska corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in Douglas County, Nebraska, as described on Exhibit "A", attached hereto and by this reference made a part hereof;

WHEREAS, Declarant desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated THE WALNUT GROVE HOMEOWNERS ASSOCIATION under the laws of the State of Nebraska as a non-profit corporation, the purpose of which shall be to exercise the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property as hereinbefore described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Association" shall mean and refer to THE WALNUT GROVE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, its successors and assigns.

Section 2. "Architectural Control Committee" shall mean the committee appointed by the Board of Directors of THE WALNUT GROVE HOMEOWNERS ASSOCIATION.

Section 3. "Common Properties" shall mean and refer to those areas of land set forth on Exhibit "B" attached hereto and by this reference made a part hereof, and the facilities and improvements thereon, which areas are owned by Sanitary and Improvement District No. 249 of Douglas County, Nebraska (hereinafter referred to as "SID No. 249"), and maintained by the Association under a twenty-five (25) year lease and maintenance agreement with SID No. 249 for the non-exclusive common use and enjoyment of the Owners. The Common Properties owned by SID No. 249 and to be leased to and maintained by the Association, prior to the time of the conveyance of the first Lot to an Owner, are legally described on Exhibit "B".

Section 4. "Declarant" shall mean and refer to W & G ENTERPRISES, INC., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any platted single family lot described on Exhibit "A".

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "The Properties" shall mean and refer to all such properties as are subject to this Declaration.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, as provided in its By-Laws, to suspend the voting rights and right to use of recreational facilities by a Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(b) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties by guests of Members and to limit the number of guests of Members;

(c) The right of all other individuals now or hereafter residing within the boundaries of SID No. 249, its successors and assigns, to use and enjoy the Common Properties and facilities thereon; and

(d) The right of the Association to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of the Common Properties for the welfare and common good of all Owners within The Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Use Restrictions: The following restrictions are imposed as a common scheme upon Lot and Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Owner of a Lot or of the Common Properties.

(a) No garbage, refuse, rubbish, or cuttings shall be deposited on any Street, Road, or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

(b) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

(c) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

(d) No animals or poultry shall be kept on any residential lands within The Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a Lot and which are approved by the Architectural Control Committee shall be allowed in The Properties.

(e) No used or previously erected or temporary house, structure or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any Lot within The Properties during construction.

(f) No boat, camper, trailer, or similar chattel will be maintained on any Lot or within The Properties other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down, or stored on any Lot or within The Properties other than in an enclosed structure; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in The Properties, nor shall this restriction restrict trucks or commercial vehicles within The Properties which are necessary for the construction of residential dwellings or maintenance of the Common Properties.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) on November 1, 1978.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, according to terms of this Article and when so required by the terms of the Article, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, except those exempt under Section 10 of this Article, upon acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association any special assessments and annual assessments or charges, together with interest thereon and costs of collection thereof as hereinafter provided, and said amounts 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 such interest thereon, cost of collection 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred twenty dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above (3%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Special assessments shall be fixed at a uniform rate as to all Lots in The Properties, except those exempt under Section 10 of this Article. Annual assessments shall be fixed at a uniform rate for all Lots owned by Class A Members and all Lots owned by the Class B Member(s) upon which a Living Unit shall have been completely constructed and for which a certificate of occupancy shall have been issued. In lieu of an annual assessment to be paid by the Class B Member(s) upon vacant Lots or Lots upon which a Living Unit is under construction but for which no certificate of occupancy has as yet been issued, the Declarant shall, prior to the conveyance of the first Lot to an Owner, enter into a maintenance agreement with the Association whereby any costs of maintenance and of the other functions of the Association in excess of the revenue from annual assessments being collected from built-upon Lots shall be borne by Declarant until such time as the Class B membership is converted to Class A, at which time Declarant's duty shall terminate and the Association shall perform or cause to be performed its own such duties. Upon said date of termination, the Lots owned by Declarant shall be subject to assessment at a uniform rate with all other Lots, whether or not the same have been built upon.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence, as to each Lot, on the first day of the first month following the completion of a Living Unit upon said Lot and the issuance of a certificate of occupancy or the actual occupancy of any said Living Unit, whichever shall first occur. The annual

assessments, as to any Lots owned by Declarant which shall become subject to assessment upon termination of the Class B membership as above provided, shall commence upon the first day of the first month following the termination of said Class B membership. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days prior to the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least thirty (30) days prior to the due date thereof. The failure of the Board to so notify each Owner in advance shall not relieve any Owner of his obligation to pay assessments. The due date or installment dates of the annual assessment shall be established by the Board of Directors. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid to the date of request, any delinquent sums, if any, and the due date and amount of the next succeeding assessment or installment thereof.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. In the event the unpaid assessment is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual installment immediately due and payable at its option. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer to the extent the excess sale proceeds after deduction of sale and court costs and expenses and satisfaction or prior liens shall not be sufficient to satisfy the assessment lien. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Lots Exempt from Assessments. Other than Lots exempt under the provisions of Section 6 of this Article, all Lots shall be subject to a uniform annual assessment except for Lots owned by or conveyed to, and accepted by, any political subdivision of the Federal, State or any local governments and Lots owned by or conveyed to, and accepted by, the Association. Such Lots shall be exempt from assessment from and after the date of filing of any such conveyance with the Register of Deeds of Douglas County, Nebraska, until a Lot is thereafter conveyed to a party or entity not qualifying for exemption under this Section.

#### ARTICLE V

#### PARTY WALLS

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall. The cost of the structural and interior components of the wall, including drywall, shall be borne by the parties making use of said party wall in proportion to the respective use made thereof by each. The cost of surface preparations shall be borne by the party who shall make use of such surface.

Section 3. Destruction by Fire or Other Casualty. IF a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore the same and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof as in Section 2 hereof, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The expenses incurred by a party in the preparation and presentation of his case shall be borne by that party. Costs of the arbitration proceeding shall be divided equally between the parties. The procedure for selection of arbitrators and the hearing of issues in dispute shall be governed by rules and regulations enacted by the Board of Directors.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the Association shall appoint three (3) or more persons to serve as an Architectural Control Committee. The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event, a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a lot), flag poles, fences, walls, house members, mailboxes, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot, unless complete plans, specifica-



Section 3. Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee members is required for approval of proposed improvements.

Section 4. Guidelines and Restrictions. All exterior painting will be of an earthy color and any repainting or changing of color or repainting of the exterior of the house shall be sent through the Architectural Control Committee for approval. All fences are to be left natural cedar color or painted to blend in with the house exterior. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within The Properties conform to and harmonize with existing surroundings and structures.

Section 5. Records. The Committee shall maintain written records of all applications submitted to it, the dates submitted, and of all action it takes in reference thereto and the dates such action is taken.

Section 6. Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within The Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

## ARTICLE VII

### EXTERIOR MAINTENANCE

Section 1. Grounds Maintenance. The grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Committee may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot.

Section 2. Structure Maintenance. Upon the Owner's failure to maintain the exterior of any structure on, or any walk, drive or other improvement upon the Lot in good repair and appearance, the Committee may, at its option, after giving the Owner two (2) months' written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.

Section 3. Assessment of Cost. The cost of such maintenance referred to in Sections 1 and 2 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof, provided that, as to such additional assessment, the annual assessment limitations shall not apply.

Section 4. Access at Reasonable Hours. For the

ARTICLE VIII

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GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of two-thirds (2/3) of the Lots has been recorded prior to the commencement of any ten-year period.

Section 2. Amendments. These covenants and restrictions may be amended during the first twenty (20) years from the date of the Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Written notice of any proposed amendment and a meeting of the members to be called for such purpose must be sent at least ninety (90) days but not more than one hundred twenty (120) days prior to such proposed meeting by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment must be properly recorded.

Section 3. Quorum for Amendments Authorized Under Section 2. The quorum required for any action authorized by Section 2 hereof shall be as follows:

At the first meeting called, as provided in Section 2 hereof, the presence at the meeting of Members or of proxies, entitled to cast ninety percent (90%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to all notice requirements except the time of notice requirements set forth in Section 2 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting; and provided, further, that notice shall be sent at least thirty (30) days prior to such meeting.

This quorum provision shall not change the requirements of Section 2 requiring the specified percentage of Owners' signatures.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Construction Easement. Each contract purchase or Owner of a Lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining any approved or permitted balconies, gates, patios, roofs, walls, or other structural elements of a single-family clustered residence thereon, any said structures, equipment, scaffolding, or work area shall not encroach or project more than ten (10) feet in, over, or upon any part of the Common Properties abutting such Lot; and each contract purchaser or Owner of each Lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved or permitted common foundations, roofs, or walls, individual balconies, fire-places, gates, patios, party walls, or roofs, or other structural elements of a single-family residence thereon to be shared jointly as structural elements of any one or more single-family clustered residences on adjoining Lots, any said structure, equipment, scaffolding or work area shall not encroach or project more than five (5) feet in, over, or upon any part of any abutting Lot.

Section 6. Maintenance Easement. If any portion of a residence encroaches upon the Common Properties or upon the easement of any adjoining Lot established under the provisions of Section 5 above, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

Section 7. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of any Common Properties, and amendment of this Declaration of Covenants and Restrictions. Approval by the Federal Housing Administration under any of the above set forth actions shall be made by the District Director of the Federal Housing Administration in Omaha, Nebraska. Approval by the Veterans Administration under any of the above set forth actions shall be made by the Loan Guaranty Officer of the Veterans Administration Regional Office, Lincoln, Nebraska.

W & G ENTERPRISES, INC.,  
A Nebraska corporation,

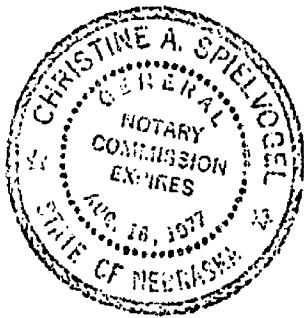
By *Richard E. [Signature]*



STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 7th day of February, 1974, before me,  
a Notary Public duly commissioned and qualified in and for said  
County, personally came Arthur E. Andersen, President of W & G  
Enterprises, Inc., to me personally known to be the President  
and identical person who signed the foregoing instrument, and  
acknowledged the execution thereof to be his voluntary act and  
deed as such officer and the voluntary act and deed of said  
corporation.

Witness my hand and notarial seal the day and year  
last above written.



Christine A. Spielvogel  
Notary Public

EXHIBIT "A"

The following parcels of real estate located in Douglas County, Nebraska, referred to as "Lots" in the Declaration, constitute the real estate subject to said Declaration:

Lots 1 through 254, inclusive, and Lots 267 through 289, inclusive, Walnut Grove, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded;

and

Lots 1 through 5, inclusive, Walnut Grove Replat, a Subdivision in Douglas County, Nebraska, as surveyed, replatted and recorded.

EXHIBIT "B"

The following parcels of real estate located in Douglas County, Nebraska, referred to as the "Common Properties", are owned by Sanitary and Improvement District No. 249 of Douglas County, Nebraska, and leased by the Association under a twenty-five (25) year lease and maintenance agreement:

Lots 290 through 295, inclusive, and Lots 297 through 303, inclusive, Walnut Grove, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded and as amended by Walnut Grove Replat, a Subdivision in Douglas County, Nebraska, as surveyed, replatted and recorded;

and

Lot 6, Walnut Grove Replat, a Subdivision in Douglas County, Nebraska, as surveyed, replatted and recorded.

*True*

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