

200602556

672

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF June A.D. 2006
AT 11:37 O'CLOCK A.M AND RECORDED IN BOOK
489 AT PAGE 672-678
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karim Madsen

Recorded /
General /
Numerical /
Photostat /
Proofed /

FILED

06 JUN 13 AM 11:37

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 13th day of June 2006, by E.V. Co. Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real property known as Quail Ridge Subdivision and more particularly described as follows:

Lots 1-20, inclusive, in Quail Ridge Subdivision, a subdivision in Washington County, Nebraska.

WHEREAS, Declarant intends to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single-family dwellings, and

WHEREAS, Declarant desires hereby to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

WHEREAS, Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, it's successors, assigns, and all future grantees and successors in title, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarant further declares that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within said real estate and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the owners of any interest in said real estate, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all others of said real estate, and this shall be so, even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

672

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself, his heirs, personal representative, administrators, successors, assigns, and grantees to observe and perform all Restrictions as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-20, inclusive, of Quail Ridge Subdivision.

"Lot" shall mean and refer to Lots 1-20, inclusive, of Quail Ridge Subdivision, or any of them individually.

"Declarant" shall mean and refer to E.V. Co., Inc., a Nebraska Corporation.

"Association" shall mean and refer to Quail Ridge Association, Inc., a Nebraska nonprofit corporation, of which each Owner shall be a member.

"Committee" shall mean and refer to the Design Review Committee, which shall be appointed by the Association.

The restrictions contemplated by this Declaration are herewith stated to be as follows:

A. Said Lots shall be used only for single-family residential purposes, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, charitable, or non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined.

C. No residential structure shall be erected or placed on any building plot, which has an area of less than 87,000 square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot".

D. With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any residential building plot other than the one (1) detached single-family dwelling referred to above, and said dwelling shall conform to the following requirements:

- (1) A one-story house with attached garage (Ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(2) One and one-half and two-story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area provided, however, that a two story house shall contain not less than 1000 square feet on the first floor. For the purpose of these Restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side (s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.

(3) Minimum set backs for dwelling units shall be: front yard - 50 feet; side yards - 25 feet; and rear yard - 50 feet.

(4) All dwelling units shall have attached, enclosed, side-by-side or tandem garages, which must be capable of accommodating at least two (2) standard-size automobiles per living unit.

E. Storage sheds; barns, carports, detached garages, and other buildings (collectively referred to herein as "accessory buildings") shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property. Accessory buildings shall be set back 100 feet from the front yard, 15 feet from the side yard, and 15 feet from the rear yard. Storage sheds, barns, and detached garages on any Lot shall not exceed a cumulative total of 2,400 square feet in size and shall be constructed of wood, colored metal, or similar material.

F. When improvements are erected on any Lot in this subdivision, the Owner shall at the same time construct and connect said improvements to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of this Declaration.

G. All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists, and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by an appropriate governing body of Washington County, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling. All brick or stone fronts shall be constructed at least one third of the distance from the ground level to the top of the front wall.

H. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC or wood. Side and rear fences shall not exceed eight (8) feet in height. All fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.

I. No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as residence, temporarily or permanently. No dwelling previously occupied, as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes and doublewide mobile homes.

J. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 235-pound shingles of asphalt, fiberglass, wood shakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.

K. In addition to the easements for utilities shown on the recorded plat of Quail Ridge Subdivision, there shall also be reserved a ten (10) foot strip along each lot line of each Lot in said subdivision for the installation, operation, and maintenance of utilities. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Outlots, Lanes and Drives in said platting, the same as if they were dedicated public Outlots, Lanes and Drives.

L. During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay to stop such flow. Each owner will require the builder to keep the area as clean and as neat as possible during construction.

M. No automobile shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty (30) days. RVs which are parked on any lot shall be located either behind or adjacent to dwelling units and shall not protrude beyond the front wall thereof.

N. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots, where capital improvements have not yet been installed shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

O. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

P. No noxious 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.

Q. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

R. No Lot as originally platted or replatted shall be used as building plot if it has been reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said Lots as originally platted.

S. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick, or a combination thereof. All dwellings shall be constructed with brick or stone fronts in conformance with Paragraph G hereinabove.

T. No signs may be placed or maintained on any residential lot other than the name or names of the Owners, their addresses, or lot numbers, and such signs shall be no larger than twenty four (24) inches long and twenty four (24) inches wide. Signs for the sale of a house may be displayed on said Lot.

U. Prior to the commencement of construction of any improvement on any residential building lot, the plans and specifications therefore, including elevations and proposed sewage disposal facilities, shall be submitted to and approved, in writing, by the Committee.

V. No private well shall be drilled on the real estate or any part thereof except where the use of water is to be for water circulating heat pumps, and no other uses shall be permitted or allowed. Any such private wells must also utilize a closed loop system. All meters for water service shall be placed to allow reading from outside the dwelling. Accordingly, a clear glass block must be installed in the basement (not under decks or cantilevers, etc.) even if a remote reader is installed.

W. No animals, other than domestic household pets and horses held and kept in conformance with the Regulations of Washington County, Nebraska, shall be allowed. Further, there shall be a maximum of two horses per lot and all household domestic pets shall be kept on a leash or in an enclosure when not in the household.

X. In addition to the rights, duties, and obligations of the Association set forth in its Articles of Incorporation and Bylaws, the Association shall:

(1) Own and maintain the road system in Quail Ridge Subdivision;

(2) Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep his Lot free of weeds and underbrush. In the event the Owner fails to mow said weeds and underbrush by May 1 of any calendar year, the Association, or its agents, shall have the right to mow said Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In the event the Association mows weeds and underbrush, it will not be responsible for destruction of flowers, shrubs, and trees resulting from such mowing. All property owners who designate to have their Lots mowed at a designated fee shall be assessed interest up to the

highest rate allowable by law per annum from the date the charges become delinquent, sixty (60) days after levy, until paid, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest. In as much as possible, the trees along the South lines of Lots 9 through 13 shall be preserved.

(3) Access an annual assessment and/or dues to be used for maintenance of public improvements within Quail Ridge Subdivision. In the event any Owner shall fail to pay the annual assessment or dues within 60 days after a statement for the same is mailed to Owner, the unpaid assessment or dues shall draw interest at the highest rate allowable by law, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid assessment or dues plus interest.

(4) Maintain and control the use of all areas within the Subdivision designated as Outlots and/or public areas and/or lakes, specifically including the Silt Dam.

Y. Each Owner of a Lot or Lots in Quail Ridge Subdivision shall automatically receive one Certificate of Membership in the Association for each Lot owned and, by acceptance of a deed to any such Lot, said Owner shall agree to be bound by the Articles of Incorporation, Bylaws, and rules and regulations of said Association.

Z. In addition to the Restrictions enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning and subdivision ordinances, rules, and regulations of Washington County, Nebraska.

In the event that any present or future Owners of any of the real estate described hereinabove, their grantees, heirs, or assigns, shall violate or attempt to violate any of the Restrictions contained in this Declaration, it shall be lawful for the Association or any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these Restrictions by statute, ordinance, judgment, or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The Declarant reserves the exclusive right, in his sole discretion, to modify or waive the Restrictions of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in unusual circumstances or to prevent hardship.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof until the 13th day of June, 2016, unless at any time waived, changed, or amended in writing by the Owner or Owners of a majority of the Lots comprising the real estate described hereinabove, and after the 13th day of June, 2016, this Declaration and the Restrictions contained herein shall be automatically extended for successive periods of ten years unless by vote of the then Owners of a majority of the Lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted lot.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the date and year first aforesaid.

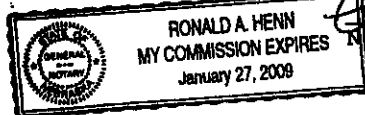
E.V. Co., Inc., a Nebraska Corporation,

By *Douglas M. Diggle*
Douglas M. Diggle
President

STATE OF NEBRASKA)
) :SS:
COUNTY OF WASHINGTON)

On this 13th day of June, 2006, before me, the undersigned, a Notary Public in and for the said County, personally came Douglas M. Diggle, President of E.V. Co., Inc., a Nebraska Corporation, to me personally known to be President and identical person whose name is affixed to the above 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.



Ronald A. Henn
Notary Public

200603319

217.

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 3rd DAY OF August A.D. 2006
AT 8:37 O'CLOCK A M AND RECORDED IN BOOK
493 AT PAGE 217-218
COUNTY CLERK (Charlotte L. Petersen)
DEPUTY (Karin Madson)

Recorded _____
General _____
Numerical _____
Photostat _____
Proofer _____

FILED

06 AUG -3 AM 8:3

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

AMENDMANT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions is made and executed as of the 13th day of July 2006, by E.V. Co., Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant", WITNESSETH:

WHEREAS, on June 13, 2006, Declarant executed a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter, the "Declaration") pursuant to which certain protective covenants, conditions, restrictions, reservations, liens, and charges, all as more particularly set forth in the Declaration, were imposed on Lots 1-20 inclusive, in Quail Ridge Subdivision, a subdivision in Washington County, Nebraska, and

WHEREAS, the Declaration was recorded on June 13, 2006 in Record Book 489, Pages 672-678 of the Records of the County Clerk of Washington County, Nebraska, ex-officio register of deeds, and

WHEREAS, the Declaration reserves to the Declarant the exclusive right to modify or waive the Restrictions of the Declaration and, further, provides for amendment to said Restrictions by the affirmative vote of the Owners of a majority of the Lots comprising the real estate described hereinabove, and

WHEREAS, Declarant was the Declarant in the Declaration and, further, is the owner of all the lots described hereinabove, and

WHEREAS, Declarant wishes to modify and amend certain of the terms and provisions of the Declaration as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the premises, Declarant herewith amends the Declaration by adding thereto the following:

K. In addition to the easements for utilities shown on the recorded plat of Quail Ridge Subdivision, there shall also be reserved a twenty (20) foot strip along each lot line of each Lot in said subdivision for the installation, operation, and maintenance of utilities. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Outlots, Lanes and Drives in said platting, the same as if they were dedicated public Outlots, Lanes and Drives,

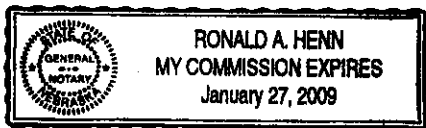
E.V. CO., INC.,
A Nebraska Corporation

By Douglas M. Diggle
Douglas M. Diggle, President

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 13th day of July, 2006 before me, the undersigned, a Notary Public in and for said county, personally came Douglas M. Diggle, President of E.V. Co., Inc., a Nebraska Corporation, to me personally know to be President and identical person whose name is affixed to the above 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.



Ronald A. Henn
NOTARY PUBLIC

Quail Ridge

Plat and Dedication
Filed 6-13-06, in Book 2 at Page 1280, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a 10 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

a perpetual easement to public for ingress egress purpose
to the streets lanes, ways, drives or circles and to any utilities furnishing
water, electric power, telephone cable television, natural gas & Sanitary sewer

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Filed 6-13-06, in Book 489 at Page 672, Instrument No. _____

Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

in addition to easement for utilities shown on plat there
shall also be reserved a 10ft strip along each lot line of each
lot in subdivision for installation operation & maintain of utilities in addition
to Lakeland

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to Deed
Dated _____ Filed 8-3-06, Book 493 at Page 217, Instrument No. _____

in addition to ease for utilities on plat there shall
also be reserved a 20 ft strip along each lot line in subdivision
for installation, operation, and maintenance of utilities

R/W
Easement 493-92 filed 8-1-06 Copy

200603278
 STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 1 DAY OF August A.D. 2006
 AT 10:43 O'CLOCK A M AND RECORDED IN BOOK
493 AT PAGE 92-94
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Barry Madson

FILED

06 AUG -1 AM 10:43

CHARLOTTE L. PETERSEN
 WASHINGTON COUNTY, CLERK
 BLAIR, NEBR

Recorded /
 General /
 Numerical /
 Photostat /
 Proofed /

UNG
 Revised July 13, 2006

Doc.#

RIGHT-OF-WAY EASEMENT

E. V. Company
 Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Two and Three (2, 3), Lots Six thru Thirteen (6, 7, 8, 9, 10, 11, 12, 13), and Lot Seventeen (17), all in Quail Ridge, an Addition as surveyed, platted and recorded in Washington County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See attached exhibit "A" for sketch of easement areas.)

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 27 day of July, 2006.

OWNERS SIGNATURE(S)

E.V.Co.

By: Ronald A. Hem, Sec. Treas.

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Land Rights 5E/EP2
 444 South 16th Street Mall
 Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

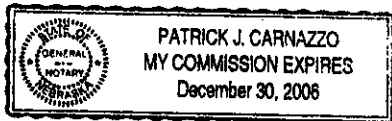
On this 27 day of JULY, 2006,
before me the undersigned, a Notary Public in and for said
County, personally came

E.V.C.
BT. Ronald Allen, Sec. Treas.
Sec. Treas.
President of E.V.C.O.

personally to me known to be the identical person(s) who
signed the foregoing instrument as grantor(s) and who
acknowledged the execution thereof to be _____ voluntary
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Patrick J. Carnazzo
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____,
before me the undersigned, a Notary Public in and for said
County and State, personally appeared

personally to me known to be the identical person(s) who
acknowledged the execution thereof to be _____ voluntary
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

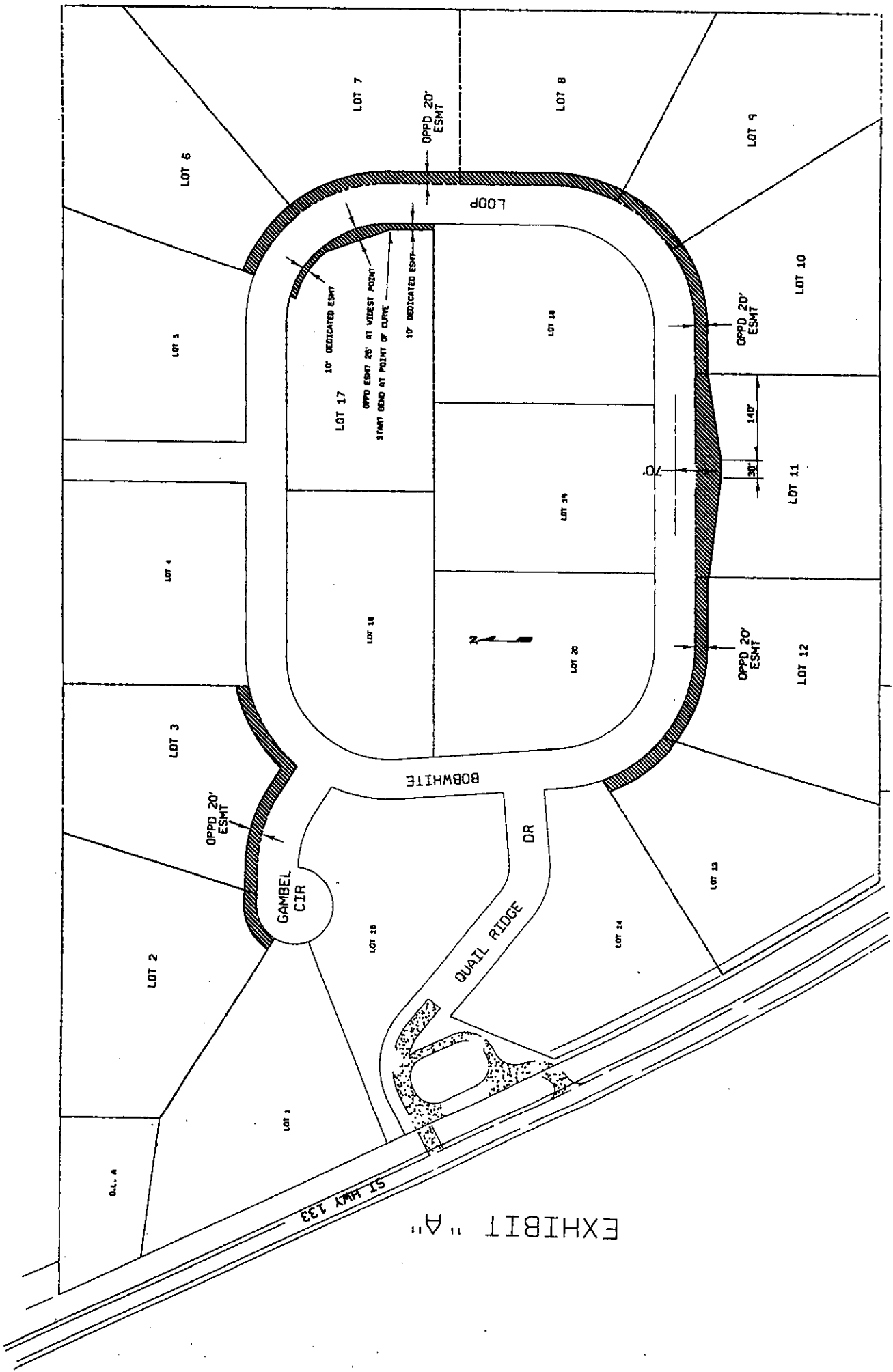


EXHIBIT "A"