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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

C/O COMP

DEL SCAN FY

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF STANDING BEAR POINTE AND STANDING BEAR POINTE REPLAT 1,
SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, 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 17 through 142, inclusive, in Standing Bear Pointe, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 1 through 26, inclusive, in Standing Bear Pointe Replat 1, 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 above-referenced lots are hereinafter collectively referred to as "Standing Bear Pointe."

The Declarant desires to provide for the preservation of the values and amenities of Standing Bear Pointe, for the maintenance of the character and residential integrity of Standing Bear Pointe, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Standing Bear Pointe.

NOW, THEREFORE, the Declarant hereby declares 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 is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

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

**GAINES, MULLEN, PANSING &
HOGAN**
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

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

A. 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 use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character 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.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. 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.

3. No single-family residence shall be created, 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. No structure, building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front yard line, except as set forth herein, all Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically

approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles or wood cedar shakes or wood shingles.

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

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

7. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

8. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 the 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 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. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

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. Produce or vegetable gardens may only be maintained in rear yards.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types.

12. No swimming pool may extend more than one foot above ground level.

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

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) 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 main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. 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. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

17. Any exterior air conditioning condenser 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, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. 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.

19. No structure of a temporary character, carport, detached garage, 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 Standing Bear Pointe to any Lot without the written approval of Declarant.

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

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

22. Outlot 1, Standing Bear Pointe, shall be dedicated and transferred to Sanitary and Improvement District No. 401 of Douglas County, Nebraska, as public property for linear trail purposes.

ARTICLE II. BOUNDARY FENCE

1. Declarant must approve in writing any plans to construct boundary fences along Fort Street (the "Boundary Fence"). The boundary fence, if constructed, will: (i) be situated on the southern boundary line of Lots 1 through 15, inclusive, Standing Bear Pointe Replat 1; (ii) be uniform in construction; and (iii) be of material as shall be approved and determined by Declarant. Each of such Lots are collectively referred to as the "Boundary Lots".

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Standing Bear Pointe Homeowners Association to maintain, repair and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence. Notwithstanding the foregoing, the Owner of a Boundary Lot agrees to keep the Boundary Fence adjoining the respective Owner's Lot in good order and repair and is primarily responsible for the repair or maintenance of the Boundary Fence adjoining the Owner's Lot.

ARTICLE III. HOMEOWNERS ASSOCIATION

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

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

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

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Standing Bear Pointe; and the protection and maintenance of the residential character of Standing Bear Pointe.

2. Membership and Voting. Standing Bear Pointe is divided into one hundred twenty-six (126) separate residential lots and Standing Bear Pointe Replat 1 is divided into twenty-six (26) separate residential lots (collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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

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

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Standing Bear Pointe.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

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

4. Mandatory Duties of Association. The Association shall maintain and repair the fence, signs and landscaping which have been installed in easement areas of the Standing Bear Pointe subdivision and center islands dividing dedicated roads, in generally good and neat condition.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

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

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

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

A. One Hundred Twenty-Five and no/100 Dollars (\$125.00) per Lot.

B. In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

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

related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

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

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

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

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

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

16. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article III, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE IV.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 401 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence, standards and related accessories located on, over and upon the rear most ten (10) foot wide strip of land abutting the boundary line of Lots 1 through 15, inclusive, Standing Bear Pointe Replat 1.

4. Other easements are provided for in the final plat of Standing Bear Pointe which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2069, Page 461).

ARTICLE V.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Standing Bear Development Corp., a Nebraska

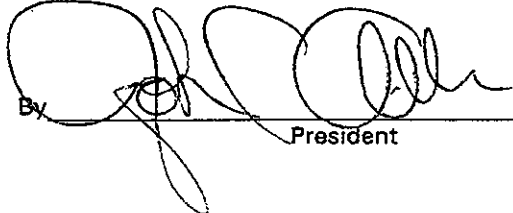
corporation, or any person, firm, corporation, partnership, or entity designated in writing by Standing Bear Development Corp., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration 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. Standing Bear Development Corp., a Nebraska corporation, 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, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. 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.

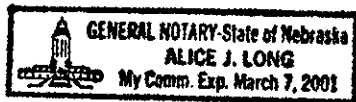
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of October, 1997.

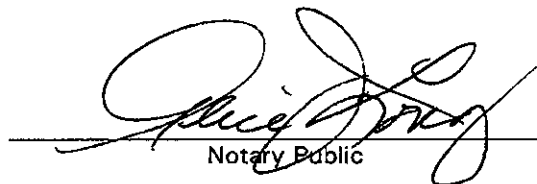
STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, "Declarant"

By  President

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

The foregoing instrument was acknowledged before me this 21st day of October, 1997, by John C. Allen, President of STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, on behalf of the corporation.




Notary Public



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RICHARD W. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY4128 / 05-36810
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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF STANDING BEAR POINTE AND STANDING BEAR POINTE REPLAT 1,
SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA**

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ARTICLE I.
RESTRICTIONS AND COVENANTS

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

**GAINES, MULLEN, PANSING &
HOGAN**
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

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

A. 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 use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character 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.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. 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.

3. No single-family residence shall be created, 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. No structure, building or porch shall be constructed, erected, installed or situated within thirty (30) feet of the front yard line, except as set forth herein, all Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Omaha, Nebraska.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically

approved by Declarant, the roof of all improvements shall be covered with asphalt shingles or wood cedar shakes or wood shingles.

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

6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

7. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

8. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles 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 the 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 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. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

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. Produce or vegetable gardens may only be maintained in rear yards.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types.

12. No swimming pool may extend more than one foot above ground level.

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

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed five (5) 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 main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. 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. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

17. Any exterior air conditioning condenser 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, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. 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.

19. No structure of a temporary character, carport, detached garage, 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 Standing Bear Pointe to any Lot without the written approval of Declarant.

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

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

22. Outlot 1, Standing Bear Pointe, shall be dedicated and transferred to Sanitary and Improvement District No. 401 of Douglas County, Nebraska, as public property for linear trail purposes.

ARTICLE II. BOUNDARY FENCE

1. Declarant must approve in writing any plans to construct boundary fences along Fort Street (the "Boundary Fence"). The boundary fence, if constructed, will: (i) be situated on the southern boundary line of Lots 1 through 15, inclusive, Standing Bear Pointe Replat 1; (ii) be uniform in construction; and (iii) be of material as shall be approved and determined by Declarant. Each of such Lots are collectively referred to as the "Boundary Lots".

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Standing Bear Pointe Homeowners Association to maintain, repair and replace the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence. Notwithstanding the foregoing, the Owner of a Boundary Lot agrees to keep the Boundary Fence adjoining the respective Owner's Lot in good order and repair and is primarily responsible for the repair or maintenance of the Boundary Fence adjoining the Owner's Lot.

ARTICLE III. HOMEOWNERS ASSOCIATION

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

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

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

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Standing Bear Pointe; and the protection and maintenance of the residential character of Standing Bear Pointe.

2. Membership and Voting. Standing Bear Pointe is divided into one hundred twenty-six (126) separate residential lots and Standing Bear Pointe Replat 1 is divided into twenty-six (26) separate residential lots (collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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

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

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Standing Bear Pointe.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

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

4. Mandatory Duties of Association. The Association shall maintain and repair the fence, signs and landscaping which have been installed in easement areas of the Standing Bear Pointe subdivision and center islands dividing dedicated roads, in generally good and neat condition.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

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

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

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

A. One Hundred Twenty-Five and no/100 Dollars (\$125.00) per Lot.

B. In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

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

related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

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

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

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

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

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

16. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration").

Upon the recording of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article III, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

ARTICLE IV.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 401 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns to create, install, repair, reconstruct, paint, maintain, and renew a fence, standards and related accessories located on, over and upon the rear most ten (10) foot wide strip of land abutting the boundary line of Lots 1 through 15, inclusive, Standing Bear Pointe Replat 1.

4. Other easements are provided for in the final plat of Standing Bear Pointe which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2069, Page 461).

ARTICLE V.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Standing Bear Development Corp., a Nebraska

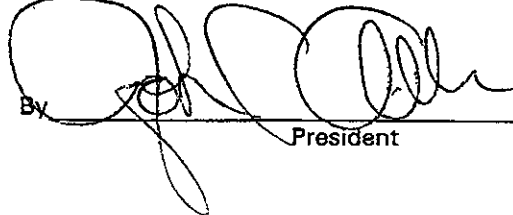
corporation, or any person, firm, corporation, partnership, or entity designated in writing by Standing Bear Development Corp., a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration 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. Standing Bear Development Corp., a Nebraska corporation, 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, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidity 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.

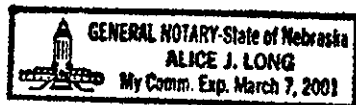
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of October, 1997.

STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, "Declarant"

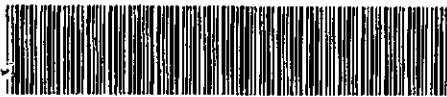
By  President

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

The foregoing instrument was acknowledged before me this 21st day of October, 1997, by John C. Allen, President of STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, on behalf of the corporation.




Notary Public



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07688 98 638-639

RECEIVED

JUN 9 11 31 AM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

**FIRST AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF STANDING BEAR POINTE AND STANDING BEAR POINTE REPLAT 1,
SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to the Declaration of Standing Bear Pointe and Standing Bear Pointe Replat 1 made as of the date hereinafter set forth, and is made by STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

By its Declaration for Standing Bear Pointe and Standing Bear Pointe Replat 1, Subdivisions in Douglas County, Nebraska, dated October 21, 1997, and recorded on April 1, 1998, at Book 1242, Pages 576 through 585, inclusive, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (hereinafter referred to as the "Original Declaration"), Declarant subjected Lots 17 through 142, inclusive, in Standing Bear Pointe, and Lots 1 through 26, inclusive, in Standing Bear Pointe Replat 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, to restrictions, covenants, conditions and easements (herein referred to collectively as the "Lots" and individually as each "Lot").

Declarant is desirous of amending the Original Declaration, as it relates only to:

Lots 17 through 20, and Lots 46 through 79, inclusive, Standing Bear Pointe,
a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

pursuant to the terms of Article V, General Provisions, Paragraph 2:

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Standing Bear Development Corp., a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Standing Bear Development Corp., a Nebraska corporation, 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.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby restate and substitute for Article I, Restrictions and Covenants, Paragraph 11, as follows:


**GAINES, MULLEN, PANSING &
HOGAN**
10050 REGENCY CIRCLE, SUITE 300
OMAHA, NEBRASKA 68114

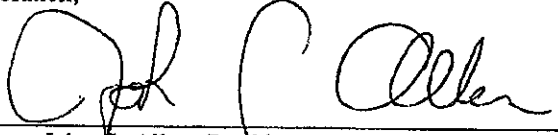
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FEE 2750 FB
EXP C/O COMP
DEL SCAN DC FV

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, wrought iron, black chain link, or other **approved** fencing materials.

2. The Original Declaration is in all other matters ratified and affirmed.

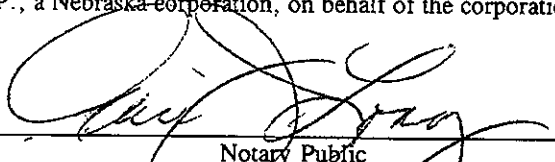

The Declarant has executed this First Amendment to Declaration as of this 11 day of MAY, 1998.

STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation,

By 
John C. Allen, President

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

The foregoing instrument was acknowledged before me this 11th day of May, 1998, by John C. Allen, President of STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, on behalf of the corporation.


Notary Public




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07688 98 638-639

RECEIVED

JUN 9 11 31 AM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

**FIRST AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF STANDING BEAR POINTE AND STANDING BEAR POINTE REPLAT 1,
SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment to the Declaration of Standing Bear Pointe and Standing Bear Pointe Replat 1 made as of the date hereinafter set forth, and is made by STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

By its Declaration for Standing Bear Pointe and Standing Bear Pointe Replat 1, Subdivisions in Douglas County, Nebraska, dated October 21, 1997, and recorded on April 1, 1998, at Book 1242, Pages 576 through 585, inclusive, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (hereinafter referred to as the "Original Declaration"), Declarant subjected Lots 17 through 142, inclusive, in Standing Bear Pointe, and Lots 1 through 26, inclusive, in Standing Bear Pointe Replat 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, to restrictions, covenants, conditions and easements (herein referred to collectively as the "Lots" and individually as each "Lot").

Declarant is desirous of amending the Original Declaration, as it relates **only** to:


Lots 17 through 20, and Lots 46 through 79, inclusive, Standing Bear Pointe,
a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

pursuant to the terms of Article V, General Provisions, Paragraph 2:

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Standing Bear Development Corp., a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Standing Bear Development Corp., a Nebraska corporation, 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.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby restate and substitute for Article I, Restrictions and Covenants, Paragraph 11, as follows:


**GAINES, MULLEN, PANSING &
HOGAN**
10050 REGENCY CIRCLE, SUITE 300
OMAHA, NEBRASKA 68114


7688 05-36810
FEE 27.50 FB _____
EKP _____ C/O _____ COMP. ☒
DEL _____ SCAN ☒ FV _____

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, wrought iron, black chain link, or other **approved** fencing materials.

2. The Original Declaration is in all other matters ratified and affirmed.

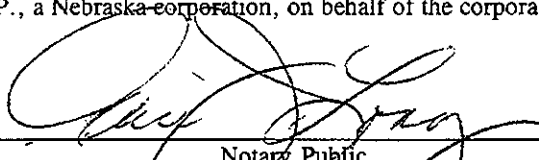
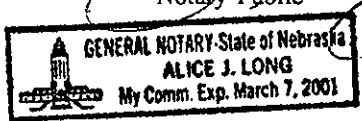
The Declarant has executed this First Amendment to Declaration as of this 11 day of MAY, 1998.

STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation,

By 
John C. Allen, President

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

The foregoing instrument was acknowledged before me this 11th day of May, 1998, by John C. Allen, President of STANDING BEAR DEVELOPMENT CORP., a Nebraska corporation, on behalf of the corporation.


Notary Public


RECEIVED

SEP 19 2 30 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



1222 651 MISC



11699 97 651-653

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 2nd day of September, 1997, between STANDING BEAR DEVELOPMENT CORPORATION, a Nebraska Corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to two fire hydrants, two small water valve boxes, one twenty-four inch diameter vault cover and two gas valve boxes within the easement area, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts of land in Standing Bear Pointe, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

The east twenty feet (20') of Lot 142.

The east six feet (6') of Lots 105, 106, 107, 125 and 141.

The northerly six feet (6') and the easterly six feet (6') of Lot 108.

This permanent easement contains 0.158 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

Return To: TJ Secret
mvp Law Dept
1723 Harney St
Omaha NE 68102-1920

11699
FEE 1857 FB 0J-36810
BKP CONF C/O CONF COMP CONF
DEL CONF SCAN CONF FY CONF

4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

STANDING BEAR DEVELOPMENT
CORPORATION, A Nebraska
Corporation, Grantor



By: John C. Allen, President

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on September 2, 1997, by John C. Allen, President of Standing Bear Development Corporation, a Nebraska Corporation, on behalf of the corporation.




Notary Public

**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION**

FOR W.C.C. 8373

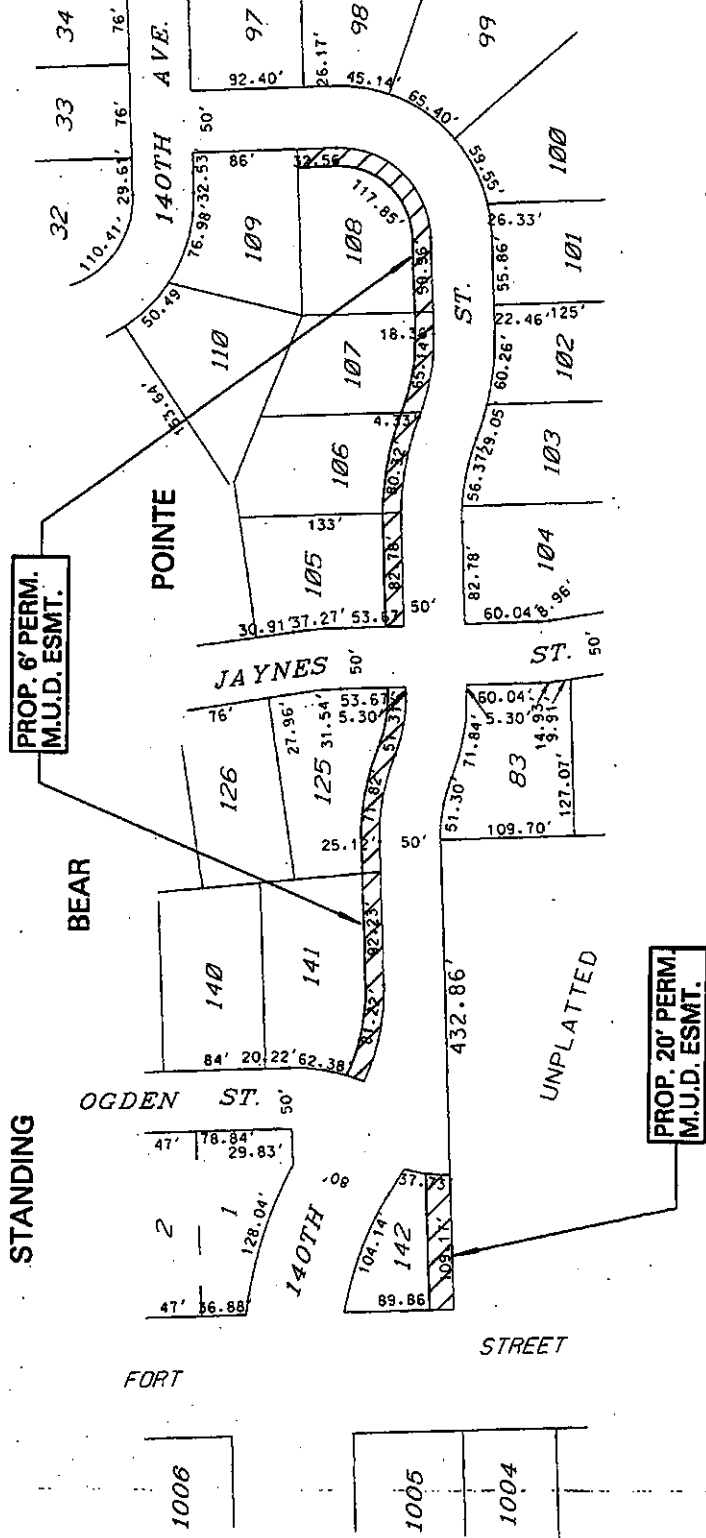
LAND OWNER
JOHN ALLEN
STANDING BEAR
DEVELOPMENT CORP.

TOTAL ACRE
PERMANENT 0.168 ±
TOTAL ACRE
TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY D.R.B.
DATE 8-13-97
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



RECEIVED
AUG 29 4 22 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

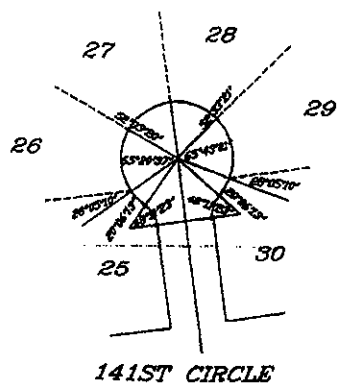
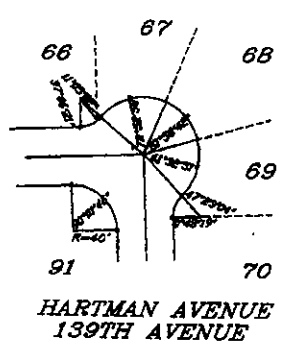
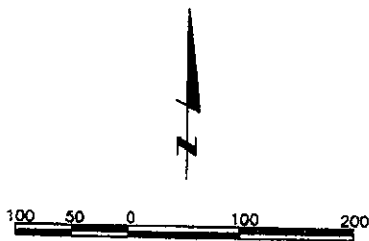
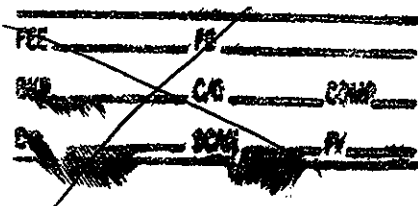


2069 461 DEED



11253 97 461-467

TS
11253 36-16-11 New # TS - 36810
FEE 108.00 FB CL-60000
BKP C/O COMP VP
DEL PV SCAN de FV

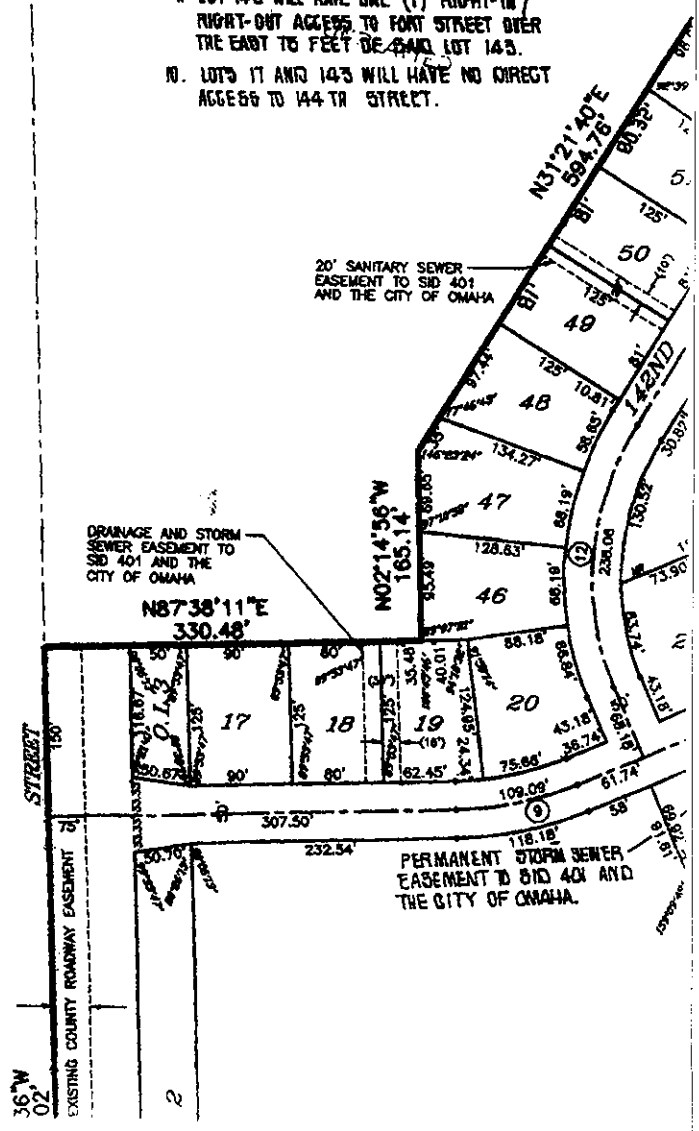


84 $R=40'$ 77

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED. (N.R.).
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL CUL-DE-SAC RADII ARE 50 FEET UNLESS NOTED OTHERWISE.
7. ALL CUL-DE-SAC THROAT RADII ARE 25 FEET UNLESS NOTED OTHERWISE.
8. LOTS 1 THROUGH 9, INCLUSIVE, AND LOT 142 WILL HAVE NO DIRECT ACCESS TO FORT STREET.
9. LOT 143 WILL HAVE ONE (1) RIGHT-IN / RIGHT-OUT ACCESS TO FORT STREET OVER THE EAST 75 FEET DEED LOT 143.
10. LOTS 17 AND 143 WILL HAVE NO DIRECT ACCESS TO 144TH STREET.

NW COR. SW 1/4
SEC 36, T18N, R11E
DOUGLAS COUNTY, NE



(Alisha)

STANDING

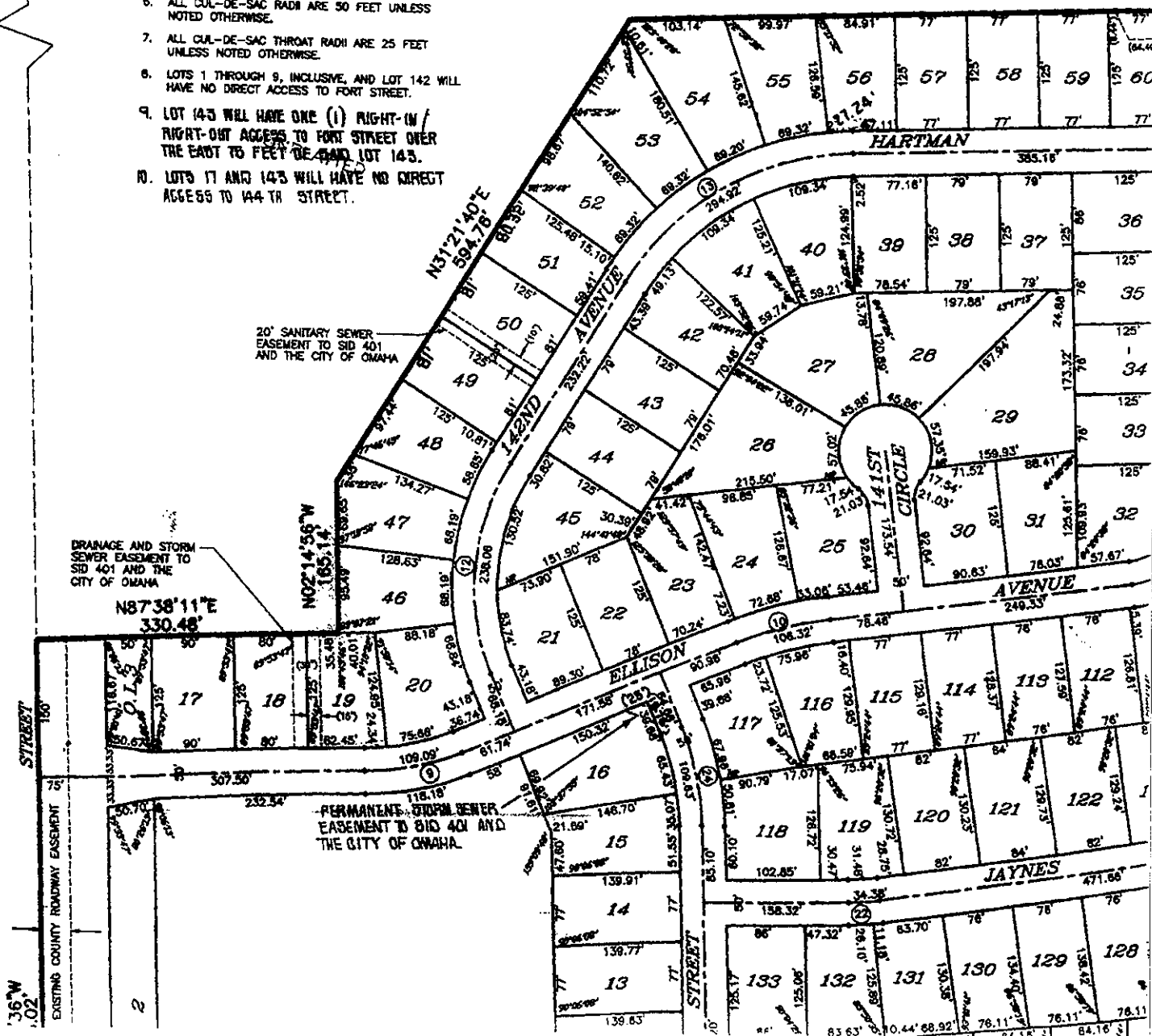
LOTS 1 THROUGH 143, INCLUSIVE A PART OF THE SOUTHWEST QUARTER RANGE 11 EAST OF THE 6TH P.M.,

NOTES

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9. LOT 143 WILL HAVE ONE (1) RIGHT-IN / RIGHT-OUT ACCESS TO FORT STREET OVER THE EAST 75 FEET OF LAND LOT 143.
10. LOTS 17 AND 143 WILL HAVE NO DIRECT ACCESS TO W4TH STREET.

UNPLATTED

30.
EA.
AN



VG BEAR POINTE

SUB
N.W.
NE
SE

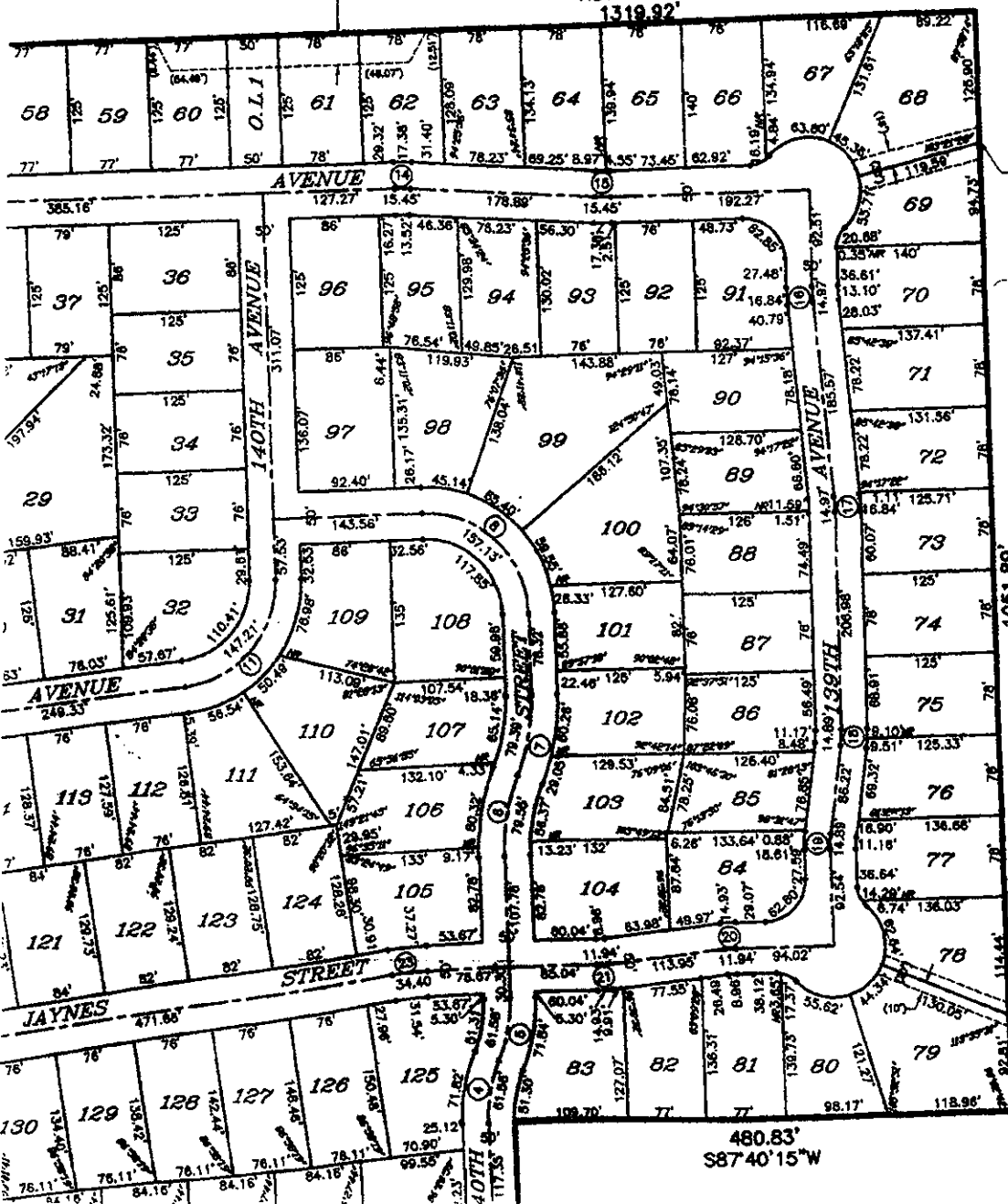
INCLUSIVE AND OUTLOTS 1, 2 AND 3 BEING A PLATTING OF
T. QUARTER OF SECTION 36, TOWNSHIP 16 NORTH,
6TH P.M., DOUGLAS COUNTY, NEBRASKA



PLATTED

30' SANITARY SEWER
EASEMENT TO SID 401
AND CITY OF OMAHA

N87°41'12"E
1319.92'



DRAINAGE AND SEWER
EASEMENT TO SID 401
AND THE CITY OF OMAHA

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

ACKNOWLEDGMENT OF NOTARIES

State of Nebraska)
County of Douglas)

On this 18 day of
before me, a Notary Public, duly
said County, appeared JOHN C. ALL
personally known to me to be the
name is affixed to the above instru
STANDING BEAR POINTE, a Nebraska
he did acknowledge his execution of
cation to be his voluntary act and
the voluntary act and deed of said



State of Nebraska)
County of Douglas)

On this 19 day of N.
before me, a Notary Public, duly
qualified for said County, appeared
who is personally known to me to b
whose name is affixed to the above
Douglas County Bank and Trust Co.,
of the foregoing Dedication to be h
Officer and the voluntary act and de
Witness my hand and official seal th
aforesaid.

DRAINAGE AND STORM SEWER
EASEMENT TO SID 401
AND THE CITY OF OMAHA



UNPLATTED

480.83'
S87°40'15"W



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all angle points and corners on the boundary of the subdivision and that a band has been posted with the City of Omaha, Nebraska, in order to ensure that permanent monuments will be placed at all angle points, corners and ends of all curves on all lots, outlots and streets in the subdivision to be known as STANDING BEAR POINTE (Lots 1 through 143, inclusive and Outlots 1, 2, and 3) being a platting of that part of the Southwest Quarter of Section 36, Township 18 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the southwest corner of the said Southwest Quarter of Section 36; Thence North 02°15'36" West (bearing referenced to the Nebraska State Plane System, South Zone) for 825.02 feet along the west line of the said Southwest Quarter of Section 36; Thence North 87°38'11" East for 330.48 feet; Thence North 02°14'58" West for 165.14 feet; Thence North 31°21'40" East for 594.76 feet; Thence North 87°41'12" East for 1319.92 feet; Thence South 02°17'02" East for 1051.89 feet; Thence South 87°40'15" West for 480.83 feet; Thence South 02°18'17" East for 432.86 feet to the south line of the said Southwest Quarter of Section 36; Thence South 87°39'59" West for 1489.84 feet to the Point of Beginning. Contains 55.85 acres including 1.74 acres of county roadway easement.

Robert D. Proett, L.S. 379

Mar 17, 1997
Date

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That We, Standing Bear Development Corp., a Nebraska Corporation, OWNER, and Douglas County Bank & Trust Co., MORTGAGEE; being the sole OWNER and MORTGAGEE of the land described within the Land Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown hereon, said subdivision to be hereafter known as STANDING BEAR POINTE; and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public the streets as shown on the plat and do hereby grant the easements shown on the plat. We do further grant a perpetual easement to the Omaha Public Power District and to U.S. West Communications and to any company which has been granted a franchise under the authority of the City Council of Omaha, Nebraska, to provide a Cable Television System in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downspouts and anchors, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, over, through, under, and across a five foot (5') wide strip of land abutting the front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all cul-de-sacs. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above described 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.

Standing Bear Development Corp.,
A Nebraska corporation, OWNER

John C. Allen, President

Douglas County Bank & Trust Co., MORTGAGEE

Paul T. Frieden, Vice-President

MENT OF NOTARIES

asked }
sign }
18 day of March, 1997, A.D.,
Notary Public, duly commissioned and qualified for
appeared JOHN C. ALLEN, who is
known to me to be the identical person whose
name is on the above instrument as President of
STANDING BEAR POINTE, a Nebraska Corporation, and
witnessed his execution of the foregoing Dedication
his voluntary act and deed as said Officer and
act and deed of said Corporation.

Notary Public, State of Nebraska

DONALD M. PETERS
Notary Public
Comm. Exp. Aug. 22, 2000

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

asked }
sign }
19 day of March, 1997, A.D.,
Notary Public, duly commissioned and
qualified for, appeared PAUL T. FRIEDEN,
known to me to be the identical person
whose name is on the above instrument as Vice-President of
Douglas County Bank and Trust Co., and he did acknowledge his execution
of the Dedication to be his voluntary act and deed as such
of said Bank.

and official seal the date last

Notary Public

GENERAL NOTARY-STATE OF NEBRASKA
WILLIAM ERIC BUNDERSON
My Comm. Exp. Sept. 22, 1998

COUNTY ENGINEER'S CERTIFICATE

This plat of STANDING BEAR POINTE was reviewed by
the Douglas County Engineer on
3/17/97
Date

Douglas County Engineer

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE this plat of STANDING BEAR
POINTE (Lots 1 through 143, inclusive and Outlots 1, 2,
and 3) as to the design standards this 20 day of
March, 1997.

Ray Z. Heumann
City Engineer

I HEREBY CERTIFY THAT adequate provisions have
been made for the compliance with Chapter 53 of the
Omaha Municipal Code.

8-29-97
Date

Ray Z. Heumann
City Engineer

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I find no regular nor special
taxes due or delinquent against the property described in
the Land Surveyor's Certificate and embraced in this plat
as shown by the records of this office, this 29th day
of August, 1997.



Douglas County Treasurer

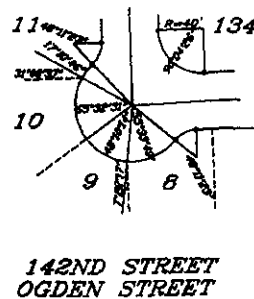
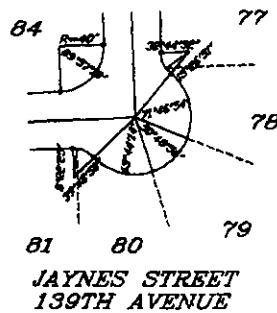
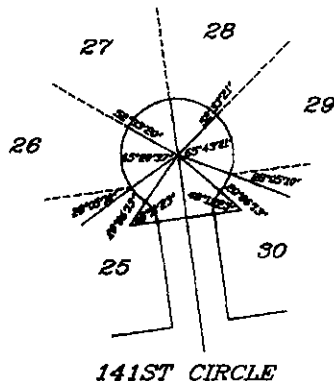
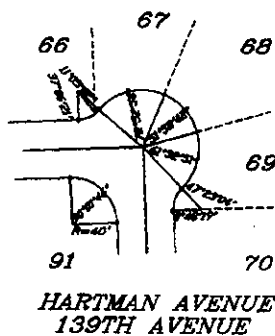
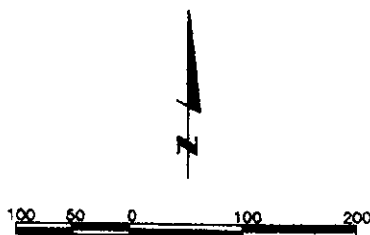
drawn by
AET
designed by
RDP
reviewed by

revisions
12/20/96 - BOK
3/11/1997 - AET
4/17/1997 - AET

path\\filename
96008\\9600F101.DWG
references
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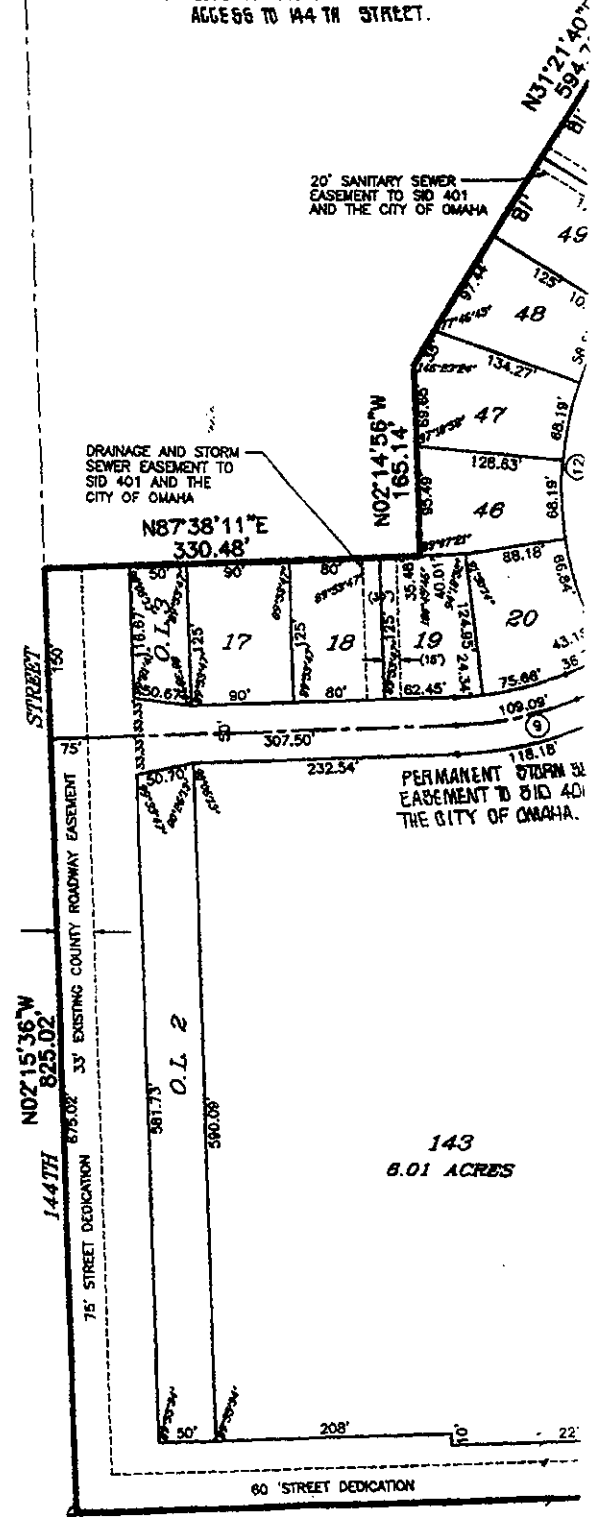
lamp, rymearson & associates, inc.
engineers
14747 california street
omaha, nebraska 68154-1070
402-498-2496
FAX 402-498-2780

STANDING BEAR POINTE
144TH AND FORT STREET, DOUGLAS COUNTY, NEBRASKA



NE COR. SW 1/4
SEC 34, T18N, R11E
DOUGLAS COUNTY, NE

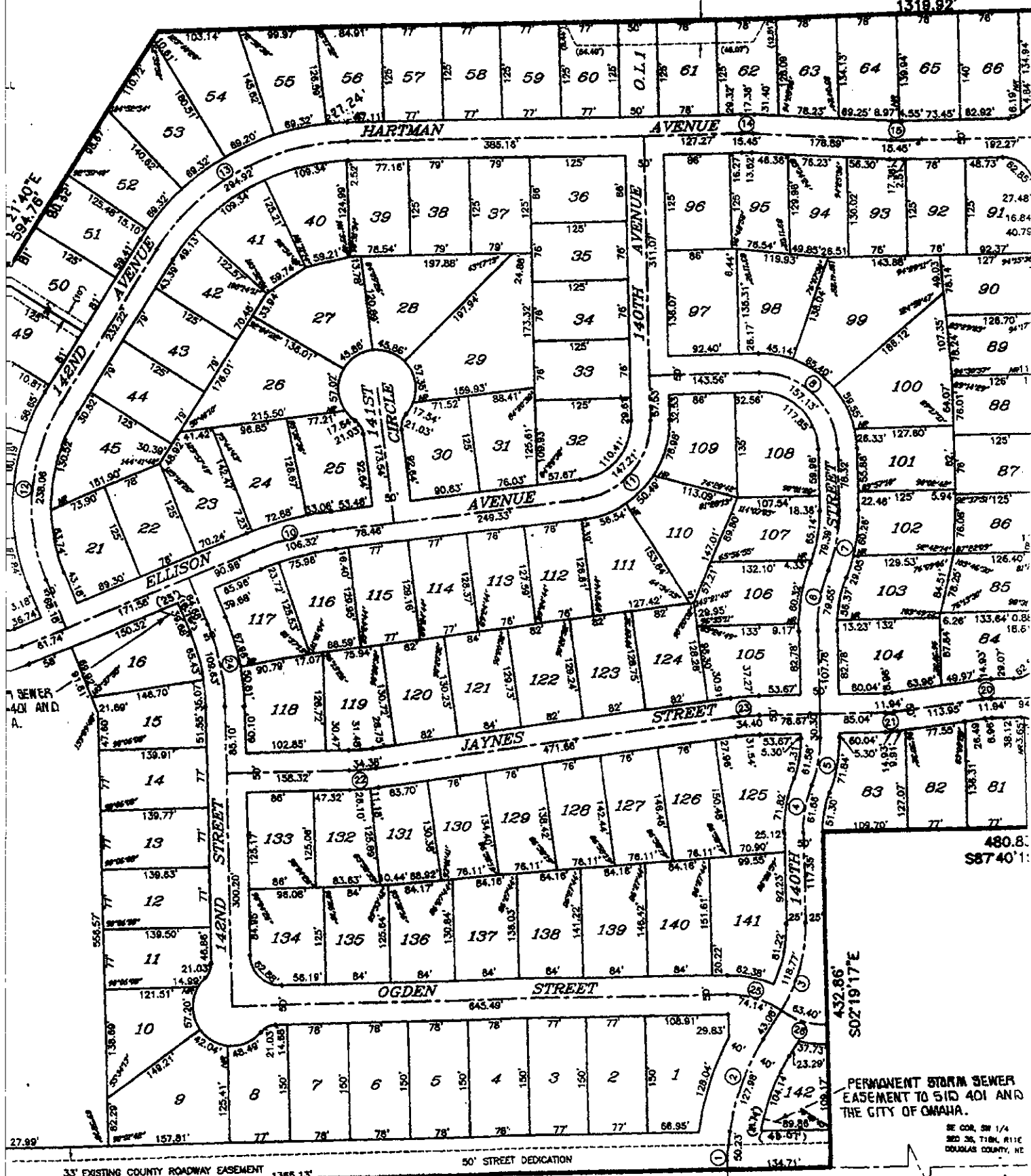
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7. ALL CUL-DE-SAC THROAT RADII ARE 25 FEET UNLESS NOTED OTHERWISE.
8. LOTS 1 THROUGH 9, INCLUSIVE, AND LOT 142 WILL HAVE NO DIRECT ACCESS TO FORT STREET.
9. LOT 143 WILL HAVE ONE (1) RIGHT-IN / RIGHT-OUT ACCESS TO FORT STREET OVER THE EAST 75 FEET OF LAND LOT 143.
10. LOTS 17 AND 143 WILL HAVE NO DIRECT ACCESS TO 144TH STREET.



SW COR. SW 1/4
SEC 34, T18N, R11E
DOUGLAS COUNTY, NE
POINT OF BEGINNING

30' SANITARY SEWER -
EASEMENT TO SID 401
AND CITY OF OMAHA

N8741'12"E
1318.92'



PERMANENT STORM SEWER
EASEMENT TO SID 401 AND
THE CITY OF OMAHA.

SE COR, SW 1/4
SEC 36, T18N, R11E
DOUGLAS COUNTY, NE

HILLSBOROUGH

140TH STREET

television system, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, over, through, under, and across a five foot (5') wide strip of land abutting the front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and of exterior lots that are adjacent to presently platted and recorded lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all cul-de-sacs. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above described 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.

Standing Bear Development Corp.,
A Nebraska corporation, OWNER

Douglas County Bank & Trust Co., MORTGAGEE

John C. Allen
John C. Allen, President

Paul T. Friesen
Paul T. Friesen, Vice-President

ACKNOWLEDGMENT OF NOTARIES

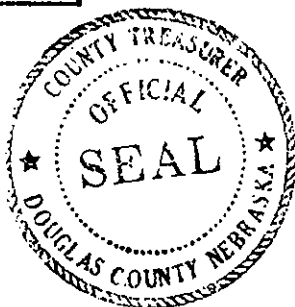
of Nebraska)
y of Douglas)
On this 18 day of March, 1997, A.D.,
me, a Notary Public, duly commissioned and qualified for
County, appeared JOHN C. ALLEN, who is
ally known to me to be the identical person whose
is affixed to the above instrument as President of
ING BEAR POINTE, a Nebraska Corporation, and
acknowledge his execution of the foregoing Dedication
to be his voluntary act and deed as such Officer and
untary act and deed of said Corporation.

Donald M. Peters
DONALD M. PETERS
My Comm. Exp. Aug. 22, 2000 Notary Public

of Nebraska)
y of Douglas)
On this 19 day of March, 1997, A.D.,
me, a Notary Public, duly commissioned and
ied for said County, appeared PAUL T. FRIESEN,
s personally known to me to be the identical person
s name is affixed to the above instrument as Vice-President of
as County Bank and Trust Co., and he did acknowledge his execution
e foregoing Dedication to be his voluntary act and deed as such
r and the voluntary act and deed of said Bank.

as my hand and official seal the date last
said.
RM SEWER
101
MAHA
W. Eric Bunderson
Notary Public

GENERAL NOTARY-STATE OF NEBRASKA
WILLIAM ERIC BUNDERSON
My Comm. Exp. Sept. 22, 1998



CURVE DATA

CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
50.18'	N 02°27'46" E	06°35'36"	25.18'
127.01'	N 18°28'55" E	24°28'34"	64.58'
117.03'	S 14°41'28" W	34°01'28"	61.19'
61.13'	N 09°28'07" E	23°30'47"	31.22'
61.15'	S 09°28'53" W	23°31'15"	31.23'
79.03'	N 09°03'57" E	22°47'22"	40.31'
78.87'	S 09°05'18" W	22°44'40"	40.23'
141.48'	S 47°17'55" E	90°01'48"	100.05'
106.48'	N 77°13'08" E	20°50'08"	55.16'
106.01'	N 74°24'57" E	15°13'44"	53.47'
134.27'	S 39°51'31" W	84°20'38"	90.59'
228.17'	N 04°04'55" E	84°33'34"	128.92'
283.19'	N 58°31'26" E	58°19'32"	160.61'
15.45'	N 89°54'00" E	04°23'56"	7.73'
15.45'	N 89°54'00" E	04°23'56"	7.73'
14.97'	N 04°23'43" W	04°17'22"	7.49'
14.97'	S 04°23'43" E	04°17'22"	7.49'
14.87'	S 01°58'51" W	08°31'47"	7.40'
14.87'	N 01°58'51" E	08°31'47"	7.40'
11.93'	N 84°15'00" E	06°50'32"	5.98'
11.93'	N 84°15'00" E	06°50'32"	5.98'
34.36'	N 84°23'00" E	06°33'58"	17.21'
34.39'	N 84°23'08" E	06°34'14"	17.22'
109.03'	S 12°43'48" E	20°58'19"	55.44'
73.06'	S 78°18'55" E	34°02'13"	38.20'
62.35'	S 74°09'27" E	36°19'40"	32.81'

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

COUNTY ENGINEER'S CERTIFICATE

This plat of STANDING BEAR POINTE was reviewed by
the Douglas County Engineer on this 3/17/97
Date 3/17/97
Douglas County Engineer

IMPRINTED SEAL
REGISTER OF DEEDS

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE this plat of STANDING BEAR
POINTE (Lots 1 through 143, inclusive and Outlots 1, 2,
and 3) as to the design standards this 20 day of
March, 1997.

Raymond A. Neumann
City Engineer

I HEREBY CERTIFY THAT adequate provisions have
been made for the compliance with Chapter 53 of the
Omaha Municipal Code.

8-29-97 *Raymond A. Neumann*
City Engineer

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I find no regular nor special
taxes due or delinquent against the property described in
the Land Surveyor's Certificate and embraced in this plat,
as shown by the records of this office, this 29th day
of AUGUST, 1997.

Julie M. Haney
Douglas County Treasurer

IMPRINTED SEAL
REGISTER OF DEEDS

APPROVAL OF CITY PLANNING BOARD

This plat of STANDING BEAR POINTE was approved by
the City Planning Board of the City of Omaha, Nebraska,
this 14th day of July, 1997.

Richard J. Jeffries
Chairman, City Planning Board

APPROVAL OF OMAHA CITY COUNCIL

This plat of STANDING BEAR POINTE was approved and
accepted by the City Council of Omaha, Nebraska, this
3rd day of August, 1997.

Steve Perry
RESIDENT
Deputy City Clerk



IMPRINTED SEAL
REGISTER OF DEEDS

lamp, rymearson & associ
surveyors
14747 california street
omaha, nebraska 68154-7070

STANDING BEAR POINTE
144TH AND FORT STREET, DOUGLAS COUNTY, NEBRASKA

FINAL PLAT

job number
96008-7244
book page

date
OCT. 9, 1996

sheet
1 of 1

Standing Bear Pointe

Plat and Dedication

Filed 8-29-97, in Book 2069 at Page 461, 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 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 4 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 116 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 5 foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

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

Filed 4-1-98, in Book 1242 at Page 576, 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

MUD & SID 401

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 116 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 5 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.

Easement Right of Way 1st 2nd 3rd or _____ Amendment to _____
Dated 4-2-97 Filed 9-12-97 Book 1222 at Page 651, Instrument No. _____

From Standing Bear Dev Co to MUD

See Copy