

MISC 2004072910



JUN 04 2004 14:31 P 5

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
6/4/2004 14:31:13.14



2004072910

PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Declarant"), being the owner of Lots 1 through 134, inclusive, all in STANDING BEAR WEST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with an attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. No dog runs shall be permitted.

6. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

7. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.

8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

WZC
FEE 92.50 FB 02-36853
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135
BKP _____ C/O _____ COMPL
DEL _____ SCAN _____

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

AJH

9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

10. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. Boats and Trailers. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year, and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

14. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as disapproval of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

15. Utility, Pipeline and Other Easements and Minimum Basement Floor Elevations. Easements encumber some or all of the real property within Standing Bear West, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, SID 482 and any company which has been franchised to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets; and

d. other easements, as may be designated on any plat of Standing Bear West, or replats thereof or in a separate easement document, including but not limited to the following: a permanent 15 foot wide noise attenuation easement has been reserved in favor of SID 482 and the City of Omaha affecting portions of Lots 111 and 112, in Standing Bear West, a permanent storm sewer and drainageway easement has been reserved in favor of SID 482 and the City of Omaha affecting portions of Lots 63 - 69, inclusive, Lots 78 - 86, inclusive, all in Standing Bear West (no grading or installing any structures including fences or planting trees or shrubs within this easementway), a permanent sidewalk easement has been reserved affecting portions of Lots 20, 35-36, 43, 46, 55, 62-63, 73-74, 79, 87-88, 119-120, all in Standing Bear West, all as more particularly described in the plat and a permanent sewer easement has been reserved affecting portions of Lots 63 - 69, inclusive, and Lots 78 - 79, all in Standing Bear West, as described in the easement document recorded as Miscellaneous Book 1286 Page 234 in the office of the Register of Deeds of Douglas County, Nebraska.

e. The minimum basement floor elevations for Lots 63 thru 69, inclusive, and Lots 78 thru 86, inclusive, all in Standing Bear West, shall be 1134.40.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

16. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

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

18. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

19. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

20. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

22. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 3rd day of June 2004.

CELEBRITY HOMES INC., Declarant,
By Gale L. Larsen
GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of June 2004, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Diane L. Henninger
Notary Public



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8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

WZ
FEE 92.50 FB 07-36853
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135
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16. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

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

18. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

19. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

20. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

21. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

22. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 3rd day of June 2004.

CELEBRITY HOMES INC., Declarant,

By 
GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of June 2004, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

Diane L. Henninger
Notary Public





DEED 2003210539



OCT 28 2003 14:58 P 7

RICHARD H. GANSON
REGISTER OF DEEDS
STATE OF NEBRASKA

Nebr Doc
Stamp Tax
10/28/03
Date
\$ Ex 4
By [Signature]

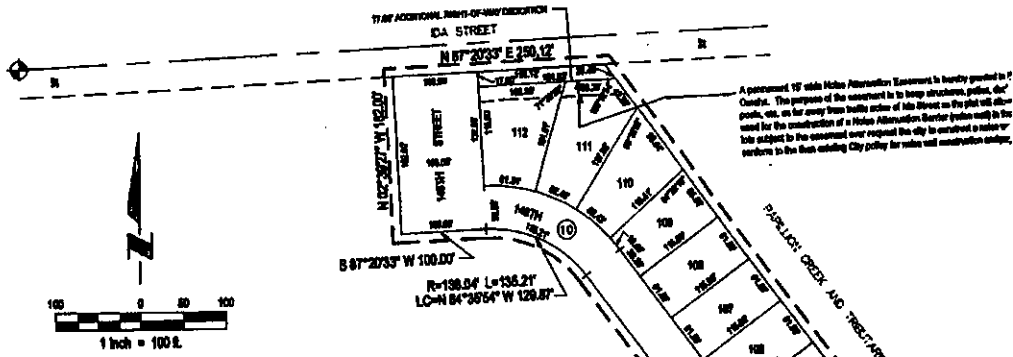
RECORDED

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

B DEED
2
139

FEE 104.50 FB NEW - 01-6000-0
 BKP 35-16-110 COMP _____
 DEL _____ SCAN _____ FV _____

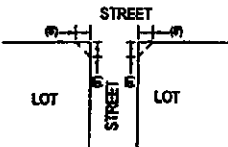
RETURN: _____



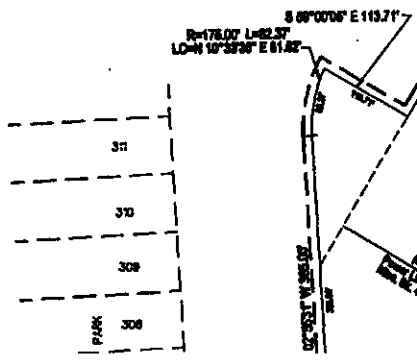
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	100.00	78.87	41.46	65°28'21"
2	200.00	238.87	122.87	49°28'58"
3	171.87	214.34	123.89	71°28'51"
4	300.12	141.79	72.14	28°21'11"
5	280.12	301.49	213.19	88°18'58"
6	180.87	91.87	66.89	89°01'11"
7	470.87	387.16	176.89	4°17'02"
8	680.87	68.32	42.89	8°59'42"
9	210.00	268.87	188.79	71°48'18"
10	100.00	148.87	88.87	88°12'02"
11	200.00	63.87	32.22	18°18'14"
12	200.00	78.87	38.87	22°38'14"

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	37.87	24.89	12.79	37°28'48"
12	88.79	91.34	66.12	89°00'00"
13	37.87	24.89	12.79	37°28'48"
14	37.87	24.89	12.79	37°28'48"
15	88.79	91.34	66.12	89°00'00"
16	37.87	24.89	12.79	37°28'48"

- NOTES:**
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
 2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS SUCH.
 3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
 4. NO DIRECT VEHICULAR ACCESS TO IDA STREET WILL BE ALLOWED FROM LOTS 111 & 112 INCLUSIVE.
 5. OUTLOTS A, B, AND C ARE HEREBY DEDICATED TO S.L.D. NO. 482 TO BE USED AS LINEAR TRAIL CORRIDORS.
 6. THE MINIMUM BASEMENT ELEVATIONS FOR LOTS 83 THRU 89 INCLUSIVE AND 78 THRU 86 INCLUSIVE SHALL BE 1134.40.
 7. THE PROPERTY OWNERS OF LOTS 83 THRU 89 INCLUSIVE AND 78 THRU 86 INCLUSIVE CANNOT GRADE OR INSTALL ANY STRUCTURES INCLUDING FENCES OR PLANT TREES OR SHRUBS WITHIN THE STORM SEWER AND DRAINAGEWAY EASEMENT AS SHOWN ON THE PLAT.



DETAIL
PERMANENT SIDEWALK EASEMENT TYPICAL AT ALL STREET INTERSECTION CORNERS AS SHOWN, GRANTED TO S.L.D. NO. 482 AND THE CITY OF OMAHA.



STANDING BEAR

LOTS 1 THRU 135 INCLUSIVE & OUTLOT

Being a platting of part of the NE 1/4 of Section 35, Township of the 6th P.M., Douglas County, Nebraska.

I hereby guarantee S.L.D. Inc. 482 and to the City of Omaha, public utility poles, telegraph, and all other utility lines. The easement hereby is given to the City of Omaha. If the owner of such to construct a utility line, they will be required to do construction and payment.

DEDICATION

Know all men by these presents that we, Celebrity Homes, Inc., owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as STANDING BEAR WEST (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Omaha Communications and any company which has been granted a franchise 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, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to Metropolitan Utilities District, 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 out-of-lot streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hands.

CELEBRITY HOMES, INC.

BY: Gale L. Larsen
GALE L. LARSEN, PRESIDENT

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of STANDING BEAR WEST (lots numbered as shown) as to the Design Standards.

Henry Keregan 4.14.3
CITY ENGINEER DATE

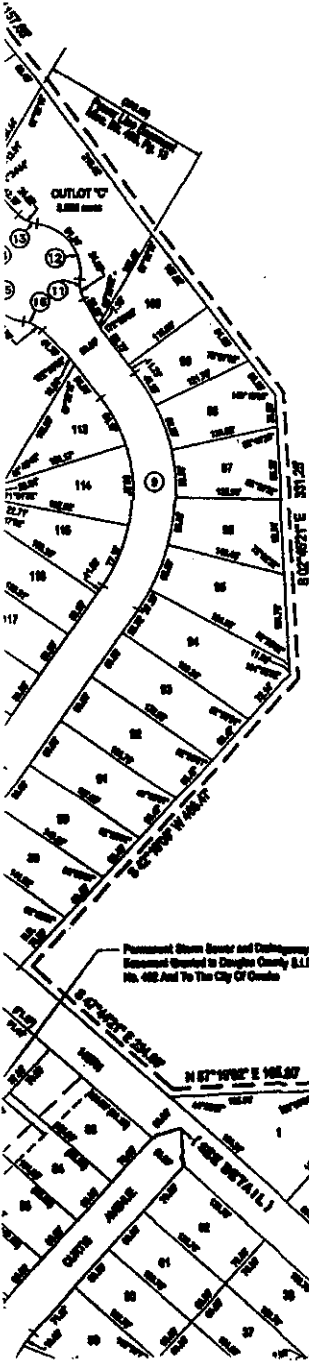
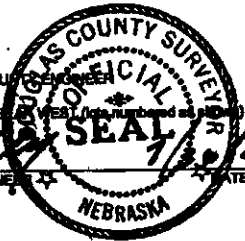
I hereby certify that adequate provisions have been made for compliance with Chapter 53 of the Omaha Municipal Code.

Michael J. Mockena 10/28/1
CITY ENGINEER DATE

REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of the STANDING BEAR WEST (lots numbered as shown) was reviewed by the office of the Douglas County Engineer.

William C. [Signature]
DOUGLAS COUNTY ENGINEER DATE



BEAR WEST

& OUTLOTS "A", "B" & "C"

35, Township 18 North, Range 11 East

SURVEYOR'S CERTIFICATE

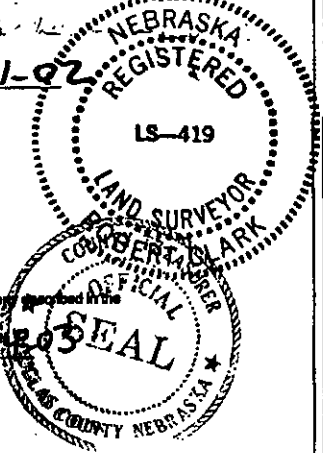
I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Standing Bear West (the lots numbered as shown) being a platting of part of the NE 1/4 of Section 35, Township 18 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said NE 1/4 of Section 35, said point also being the Southwest corner of Lot 341, Stone Park, a subdivision located in the NW 1/4 of said Section 35, said point also being on the North line of Lot 230, Saddlebrook (Lots 230 and 231), a subdivision located in the SE 1/4 of said Section 35; thence N02°55'31"W (assumed bearing) along the West line of said NE 1/4 of Section 35, said line also being the East line of said Stone Park, a distance of 443.37 feet to the Southeast corner of Lot 306, said Stone Park, said point also being the point of intersection of the East right-of-way line of Nebraska Avenue and North right-of-way line of said Nebraska Avenue; thence N87°08'13"E, a distance of 185.00 feet; thence N02°55'31"W, a distance of 285.00 feet; thence Northerly on a curve to the right with a radius of 175.00 feet, a distance of 82.37 feet, said curve having a long chord which bears N10°33'36"E, a distance of 81.82 feet; thence S88°00'06"E, a distance of 113.71 feet; thence N30°58'55"E, a distance of 1260.45 feet; thence N29°28'37"W, a distance of 7.18 feet; thence N36°32'21"W, a distance of 581.87 feet; thence Westerly on a curve to the left with a radius of 136.04 feet, a distance of 135.21 feet, said curve having a long chord which bears N64°36'54"W, a distance of 129.87 feet; thence S87°20'33"W, a distance of 100.00 feet; thence N02°38'27"W, a distance of 182.00 feet to a point on the South right-of-way line of Ida Street; thence N87°20'33"E along said South right-of-way line of Ida Street, a distance of 250.12 feet to the point of intersection of said South right-of-way line of Ida Street and the Westerly line of Papillon Creek and Tributaries Dam #16; thence along said Westerly line of Papillon Creek and Tributaries Dam #16 on the following described courses; thence S38°32'21"E, a distance of 1157.85 feet; thence S02°45'21"E, a distance of 331.25 feet; thence S 42°18'08"W, a distance of 468.47 feet; thence S47°44'21"E, a distance of 234.58 feet; thence N87°10'02"E, a distance of 108.80 feet; thence S47°41'28"E, a distance of 1171.80 feet to a point on the South line of said NE 1/4 of Section 35, said point also being on the North line of Saddlebrook (Lots 1 thru 229), a subdivision located in said SE 1/4 of Section 35; thence S87°18'48"W along said South line of the NE 1/4 of Section 35, said line also being said North line of Saddlebrook (Lots 1 thru 229) and also the North line of said Saddlebrook (Lots 229 and 230), a distance of 2161.41 feet to the point of beginning.

Said tract of land contains an area of 2,162,147 square feet or 50.095 acres, more or less.

Robert Clark
Robert Clark, LS-419

8-1-02
DATE



COUNTY TREASURER'S CERTIFICATE

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

Carol J. Parker
COUNTY TREASURER

10-28-03
DATE

8/03

OMAHA CITY COUNCIL ACCEPTANCE

This plat of STANDING BEAR WEST (lots numbered as shown) was approved by the City Council of Omaha.

Miki Jolley
MAYOR
[Signature]
ATTEST
CITY CLERK

8/20/03
DATE
[Signature]
PRESIDENT OF COUNCIL



APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of STANDING BEAR WEST (lots numbered as shown) was approved by the City Planning Board.

John Lee Hoich
CHAIRMAN OF CITY PLANNING BOARD
DATE 8/5/02

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

709 SOUTH 17TH STREET, SUITE 10
LINCOLN, NE 68502
PHONE: (402) 464-2277
FAX: (402) 464-2278

1001 G STREET
OMAHA, NE 68102
PHONE: (402) 464-0700
FAX: (402) 464-0700

STANDING BEAR WEST
OMAHA, NEBRASKA

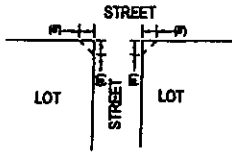
FINAL PLAT

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	168.00	78.00	41.40	48°02'11"
2	286.00	228.00	122.80	48°02'11"
3	171.00	214.00	128.80	71°28'00"
4	228.00	141.00	72.10	28°21'17"
5	286.00	286.00	242.10	60°18'00"
6	168.00	141.00	84.00	60°18'00"
7	478.00	282.00	178.80	4°17'00"
8	686.00	84.00	42.00	1°00'00"
9	242.00	282.00	182.10	71°48'10"
10	168.00	141.00	84.00	60°18'00"
11	286.00	84.00	42.00	14°48'10"
12	286.00	84.00	42.00	14°48'10"
13	286.00	84.00	42.00	14°48'10"
14	286.00	84.00	42.00	14°48'10"
15	286.00	84.00	42.00	14°48'10"
16	286.00	84.00	42.00	14°48'10"
17	286.00	84.00	42.00	14°48'10"
18	286.00	84.00	42.00	14°48'10"

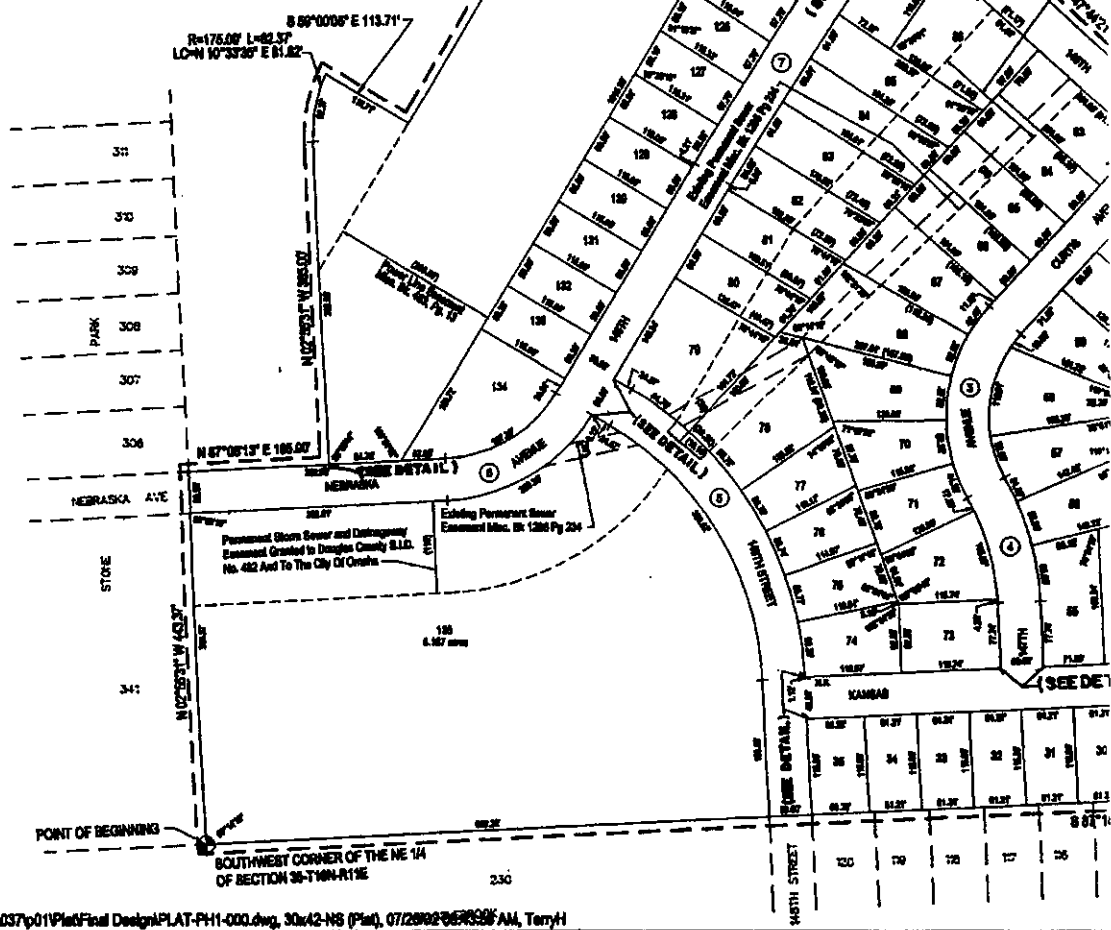
CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	27.00	24.00	12.00	37°28'00"
12	81.00	81.00	81.00	60°00'00"
13	27.00	24.00	12.00	37°28'00"
14	27.00	24.00	12.00	37°28'00"
15	81.00	81.00	81.00	60°00'00"
16	27.00	24.00	12.00	37°28'00"

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS SUCH.
3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
4. NO DIRECT VEHICULAR ACCESS TO 20A STREET WILL BE ALLOWED FROM LOTS 111 & 112 INCLUSIVE.
5. OUTLOTS A, B, AND C ARE HEREBY DEDICATED TO S.L.D. NO. 482 TO BE USED AS LINEAR TRAIL CORRIDORS.
6. THE MINIMUM FINISH ELEVATIONS FOR LOTS 83 THRU 88 INCLUSIVE AND 78 THRU 85 INCLUSIVE SHALL BE 1134.40.
7. THE PROPERTY OWNERS OF LOTS 83 THRU 88 INCLUSIVE AND 78 THRU 85 INCLUSIVE CANNOT GRADE OR INSTALL ANY STRUCTURES INCLUDING FENCES OR PLANT TREES OR SHRUBS WITHIN THE STORM SEWER AND DRAINAGEWAY EASEMENT AS SHOWN ON THE PLAN.



DETAIL
PERMANENT SIDEWALK EASEMENT, TYPICAL AT ALL STREET INTERSECTION CORNER LOTS AS SHOWN GRANTED TO S.L.D. NO. 482 AND THE CITY OF OMAHA.



public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Great Communications and any company which has been granted a franchise 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, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a fifteen-foot (15') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said fifteen-foot (15') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hands.

CELEBRITY HOMES, INC.

[Signature]
 BY: GALE L. LARSEN, PRESIDENT

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of STANDING BEAR WEST (lots numbered as shown) as to the Design Standards.

[Signature] 4.14.3
 CITY ENGINEER DATE

I hereby certify that adequate provisions have been made for compliance with Chapter 53 of the Omaha Municipal Code.

[Signature] 10/28/0
 CITY ENGINEER DATE

Permanent Storm Sewer and Drainage Easement Granted to Douglas County S.L.D. No. 488 And To The City Of Omaha

REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of the STANDING BEAR WEST (lots numbered as shown) was reviewed by the office of the Douglas County Engineer.

[Signature]
 DOUGLAS COUNTY ENGINEER DATE



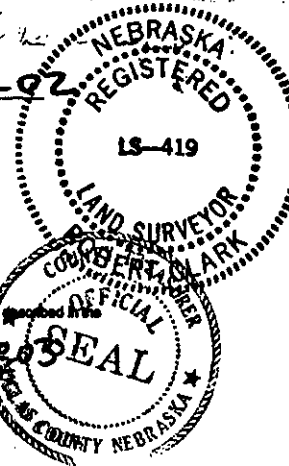
Section 36, Township 18 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said NE 1/4 of Section 35, said point also being the Southeast corner of Lot 341, Stone Park, a subdivision located in the NW 1/4 of said Section 35, said point also being on the North line of Lot 230, Beddlebrook (Lots 230 and 231), a subdivision located in the SE 1/4 of said Section 35; thence N02°57'31"W (assumed bearing) along the West line of said NE 1/4 of Section 35, said line also being the East line of said Stone Park, a distance of 443.37 feet to the Southeast corner of Lot 308, said Stone Park, said point also being the point of intersection of the East right-of-way line of Nebraska Avenue and North right-of-way line of said Nebraska Avenue; thence N87°08'13"E, a distance of 165.00 feet; thence N02°58'31"W, a distance of 385.00 feet; thence Northerly on a curve to the right with a radius of 175.00 feet, a distance of 82.37 feet, said curve having a long chord which bears N10°33'36"E, a distance of 81.62 feet; thence S56°00'05"E, a distance of 113.71 feet; thence N00°58'35"E, a distance of 1250.45 feet; thence N29°25'57"W, a distance of 7.18 feet; thence N38°32'21"W, a distance of 551.67 feet; thence Westerly on a curve to the left with a radius of 136.04 feet, a distance of 135.21 feet, said curve having a long chord which bears N54°36'54"W, a distance of 129.57 feet; thence S67°20'33"W, a distance of 100.00 feet; thence N02°39'27"W, a distance of 182.00 feet to a point on the South right-of-way line of Ida Street; thence N87°20'33"E along said South right-of-way line of Ida Street, a distance of 200.12 feet to the point of intersection of said South right-of-way line of Ida Street and the Westerly line of Papillon Creek and Tributaries Dam #16; thence along said Westerly line of Papillon Creek and Tributaries Dam #16 on the following described course; thence S38°32'21"E, a distance of 1187.55 feet; thence S02°48'21"E, a distance of 331.25 feet; thence S 42°18'08"W, a distance of 485.47 feet; thence S47°44'21"E, a distance of 234.88 feet; thence N67°19'02"E, a distance of 185.80 feet; thence S47°41'28"E, a distance of 1171.80 feet to a point on the South line of said NE 1/4 of Section 36, said point also being on the North line of Beddlebrook (Lots 1 thru 229), a subdivision located in said SE 1/4 of Section 36; thence S67°18'48"W along said South line of the NE 1/4 of Section 35, said line also being said North line of Beddlebrook (Lots 1 thru 229) and also the North line of said Beddlebrook (Lots 228 and 230), a distance of 2151.41 feet to the point of beginning.

Said plat of land contains an area of 2,362,107 square feet or 50.086 acres, more or less.

Robert Clark
Robert Clark, LS-419

8-1-02
DATE



COUNTY TREASURER'S CERTIFICATE

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

Carroll J. Furber
COUNTY TREASURER

10-2-03
DATE

OMAHA CITY COUNCIL ACCEPTANCE

This plat of STANDING BEAR WEST (lots numbered as shown) was approved by the City Council of Omaha.

Mike Jeleny
MAYOR

September 30, 2003
DATE

Jim Vokal
CITY CLERK

Jim Vokal
PRESIDENT OF COUNCIL



APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of STANDING BEAR WEST (lots numbered as shown) was approved by the City Planning Board.

John Lee Hoich 8/5/02
CHAIRMAN OF CITY PLANNING BOARD DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 5TH day of AUG, 2002, before me, the undersigned, a Notary Public in and for said County, personally came Gale L. Larson, president of Celebrity Homes, Inc., who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Homer R. Hunt
Notary Public

My commission expires 4-30-03



STANDING BEAR WEST
OMAHA, NEBRASKA

FINAL PLAT

Revisions	Date
1	8-28-02
Proj No:	200007-01
Date:	8-16-02
Designed By:	BLM
Drawn By:	BLM
Checked By (Print):	
Checked By (Sign):	
Checked By (Date Sign):	
Scale:	1" = 100'
Sheet 1 of 1	

9/03

Standing Bear West lot 1 thru 135

Plat and Dedication

Filed 10-28-03 in Book 2003 at Page 210539, Instrument No. _____

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable
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 8 foot wide strip of land abutting the rear boundary line of all interior lots.

And a 16 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 6-4-04, in Book 2004 at Page 072910, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable U.S. West Comm
and any cable company granted a cable television franchise system: And / or
SID # 482

_____ 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 lone of all interior lots;
and a 16 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 _____ Filed _____ Book _____ at Page _____, Instrument No. _____

SID # 482 filed 10-10-03 Copy

SID # 482 filed 10-23-02 Copy

2003/
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1468/
1704