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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF STONE CREEK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by HORGAN DEVELOPMENT COMPANY, 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 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, and 18B, Stone Creek Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Townhome Lots").
>
> and
>
> Lots 628 through 634, inclusive, Stone Creek, 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 Lots are part of the Stone Creek Subdivision. The Declarant desires to provide for the preservation of the values and amenities of Stone Creek, for the maintenance of the character and residential integrity of Stone Creek, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Stone Creek.

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 are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

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DEL ____ SCAN ____ FV ____

Gaines, Mullen, Pansing, + Hogan
10050 Regency Cir, Suite 200
Omaha, NE 68114

✓ 0 86191

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 for a church, school or park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, flag pole, or other external improvement, including landscaping, 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 or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed 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 light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as 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 in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Stone Creek subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent with the architecture found in the Torrey Pines, Pacific Springs, and Hillsborough subdivisions in Douglas County, Nebraska. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, 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 the approval or disapproval of 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 or, in the case of Townhome Lots, one attached single-family dwelling, which single-family residences shall not exceed two and one-half stories in height.

4. Except as otherwise specifically approved by Declarant, the exposed foundation walls of all main residential structures must be constructed of or faced with brick or simulated brick. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, brick or stone. The roof of all improvements shall be covered with Tamco Heritage II weathered wood asphalt shingles, or other shingle colors and materials approved in writing by Declarant. Hardboard, pressed wood, bonded wood, and like type shingles will not be approved by Declarant for coverage of any roof.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. The foregoing restriction in this Article I, Section 5 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

6. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over-the-air programming signals that does not exceed one meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. 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 semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article I, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements 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.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, 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 planted and maintained in rear yards.

10. 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.

11. All fences must be approved by Declarant pursuant to Section 2 of this Article I. Unless otherwise specifically approved by Declarant: (i) no fence shall extend beyond the center line of the main residence structure on the Lot; (ii) approved perimeter fences on Lots which have a common boundary with Golf Lots, as defined in Article II, Section 1, must be constructed of wood split-rail, wood picket, or other open type fencing approved by Declarant not to exceed four (4) feet in height or open wrought iron fence not to exceed six

(6) feet; (iii) approved perimeter fences on Lots that do not have a common boundary with Golf Lots, as defined in Article II, Section 1, must be constructed of wood, wrought iron or other material approved by Declarant not to exceed six (6) feet in height; and (iv) no hedges or mass plantings (trees are not considered mass plantings) shall be permitted more than ten (10) feet in front of the building line of the residence on a Lot. Chain link fences will not be allowed.

12. No tennis courts shall be allowed on any residential lots. The location of basketball backboards shall be subject to the approval of Declarant.

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

14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

15. 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.

16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

17. 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. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in Stone Creek subdivision, including pot-bellied pigs.

18. 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.

19. 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.

20. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage or tool shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Stone Creek to any Lot without the written approval of Declarant.

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

22. Residences on all Lots shall have a minimum front setback requirement of thirty feet (30') unless otherwise approved by Declarant.

23. Owners of Lots with a common boundary with the Golf Lots, as hereinafter defined, shall install siltation fences and/or other erosion control devices during construction and until their Lots are sodded, which siltation fences and/or erosion control devices shall be installed in a manner which will eliminate or substantially reduce erosion and runoff of soil onto the Golf Lots. Declarant hereby reserves the right to require Owners to install siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

24. Except as specifically approved by Declarant, no drain tile shall be constructed on the Lots that drains to the Golf Lots.

ARTICLE II.
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant expects that a golf course and related amenities and facilities will be constructed, operated and maintained on property with a common boundary with the Lots (the property on which such golf course is constructed shall be referred to herein as the "Golf Lots"). Declarant anticipates that the proximity of the Lots to the Golf Lots will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that: (i) golfers will from time to time hit golf balls from the Golf Lots onto the Lots; and (ii) normal operation and maintenance of the golf courses will involve operation of mowers and other power equipment during the evening and early morning hours.

2. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion of errant shots onto the Lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

3. The easements granted in this Article are for the use and benefit of the owner of the Golf Lots, its successors and assigns in ownership of the Golf Lots, and any lessee, licensee, permittee or invitee of the owner of the Golf Lots, further including Horgan Development Company (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or driving range on the Golf Lots, and any golfer who is duly authorized to play golf on the Golf Lots.

4. No Grantee shall have any liability, obligation or expense to the owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by any operator of a golf course or driving range on the Golf Lots. By accepting title to a Lot, each owner hereby covenants that it will not sue any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All Owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against Declarant, the developer, the golf course designer, the golf course builder, the golf course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the unit.

5. The owner of the Golf Lots may from time to time change the configuration and layout of the golf courses or driving range on the Golf Lots. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no Owner of a Lot shall have any right to

object to, or in any manner limit changes to the golf courses on the Golf Lots, and the easements granted in this Article shall remain fully effective as to all of the Lots after such changes.

6. The Golf Lots are private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operator of the Golf Lots relating to use of and play on the Golf Lots.

ARTICLE III.
BOUNDARY FENCE

1. Declarant plans to construct boundary fences along the westerly boundary of the Lots bordering 168th Street known as Lot 628 Stone Creek and Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A and 5B, Stone Creek Replat 1 (the "Boundary Fence").

2. Declarant hereby declares that the Lots identified in Article III, Section 1 (the "Boundary Lots") are subject to a permanent and exclusive right and easement in favor of Declarant and the Stone Creek Homeowners Association to maintain, repair, renew, paint, reconstruct, install 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, painting, reconstructing, repairing, maintaining, removing, and replacing the Boundary Fence.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Fence on the owner's lot in neat and orderly condition and repair; and (ii) the Association fails to place a Boundary Fence on the owner's lot into good order and repair within ninety (90) days after the written notice.

ARTICLE IV.
HOMEOWNERS ASSOCIATION

1. The Association. Stone Creek Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association") has been incorporated for the benefit of the residents of Stone Creek. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Stone Creek, 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; dedicated and nondedicated roads, paths, ways and green areas (including landscaping); and signs and entrances for Stone Creek. Common Facilities may be situated on property owned or leased by the Association within the Stone Creek subdivision, on private property subject to an easement in favor of the Association, on public property, or on property dedicated to a Sanitary and 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 Stone Creek; and the protection and maintenance of the residential character of Stone Creek.

2. Membership and Voting. The Lots encumbered by this Declaration are part of the Stone Creek subdivision which also includes five hundred twenty-eight (528) separate residential lots that are encumbered by Declaration of Covenants dated December 8, 1999, and recorded with the Douglas County Register of Deeds on December 9, 1999, in Book 1319, at Page 416, Miscellaneous Records. For purposes of Article IV of this Declaration, the term "Lots" shall mean all of the residential lots which are included in the Association including the Lots as defined by this Declaration. 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 Lots 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.

Declarant anticipates that additional phases of Stone Creek may be developed by Declarant or other developers. From time to time, without the consent or approval of an Owner or Member, the Association may, with Declarant's approval, be expanded by Declarant to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a part or phase of the Stone Creek Subdivision. Such expansion(s) may be effected from time to time by Declarant's recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation 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 IV, 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.

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, public property, within or near Stone Creek.

(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 the Association. The Association shall:

(a) Maintain and repair the Boundary Fence, and the signs which have or will be installed by Declarant at entrances to the Stone Creek subdivision in good repair and neat condition; and

(b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers and green areas constructed on and along the mixed-use lots, so that such are in good repair and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge Owner of each Subdivision 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. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

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 Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) Sixty and no/100 Dollars ($60.00) per Lot; or

(b) In each calendar year beginning on January 1, 2001, 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 sixty percent (60%) 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 6, 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 assessments 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.

ARTICLE V.
EASEMENTS AND CHARGES

1. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which U S West telephone company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then the telephone company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars ($450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by the telephone company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) the telephone company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars ($450.00) for each unimproved Lot.

2. Other easements are provided for in the final plat of Stone Creek which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2128, Page 001).

ARTICLE VI.
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 HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by HORGAN DEVELOPMENT COMPANY, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

3. By written consent of the Declarant for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Stone Creek subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. 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 requested waiver, modification, or amendment.

4. HORGAN DEVELOPMENT COMPANY, 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, the 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.

5. 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 18th day of Aug, 2000.

HORGAN DEVELOPMENT COMPANY, a Nebraska corporation

By: _____
Robert P. Horgan, President

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

The foregoing instrument was acknowledged before me this 18TH day of AUGUST, 2000, by Robert P. Horgan, President of HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
GREG L. NISSEN
My Comm. Exp. Apr. 18, 2003

_____
Notary Public

71085

BK 1354 PG 118-126

MISC 2000 13560

Nebr Doc Stamp Tax

Date

$

By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 OCT -3 PM 4:11

RECEIVED

This instrument after recording to be returned to:

Daniel B. Kinnamon, Erickson & Sederstrom, P.C., Regency Westpointe, 10330 Regency Parkway Drive, Omaha, NE 68114

080652

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, ("Declaration") made on the date hereinafter set forth by Horgan Development Company, a Nebraska corporation, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant is the owner of certain real property in Douglas County, Nebraska, which is more particularly described as:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, and 18B, in Stone Creek Replat I, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

Lots 628 through 634, inclusive, in Stone Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

NOW, THEREFORE, Declarant hereby declares that all the properties described above and any other properties hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run, perpetually with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Creek Townhomes Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

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BKP C/O COMP

DEL SCAN FV

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any townhome Unit or Lot which is a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If a townhome Unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional real properties as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

Section 4. "Lot" shall mean and refer to those plots of land included in the Properties as shown as lots upon the recorded subdivision maps of Stone Creek and Stone Creek Replat I.

Section 5. "Declarant" shall mean and refer to Horgan Development Company and its successors, assigns or appointees.

Section 6. "Unit" shall mean an individual dwelling/ townhome unit situated on a Lot. Such Units are referred to collectively as "Units" and individually as "Unit".

Section 7. "Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Declarant.

Section 8. "Stone Creek Declaration of Covenants" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements of Stone Creek, dated August 18, 2000, and recorded with the Register of Deeds Office of Douglas County, Nebraska, on August 23, 2000, in the Miscellaneous Records at Book 1349, Page 089. The Stone Creek Declaration of Covenants is by this reference incorporated herein.

(Note: The Association does not and will not own any real property for the common use and enjoyment of any Owner, sometimes referred to generally as "Common Area".)

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit or Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot which is subject to assessment.

Section 2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act

concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

Section 3. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit or Lot owned. When more than one person holds an interest in any Unit or Lot, all such persons shall be members. The vote for such Unit or Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot.

Class B. Class B member(s) shall be the Declarant and it shall be entitled to four (4) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

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

(b) On January 1, 2005; or

(c) The written direction of Declarant.

ARTICLE III
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Unit or Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such real property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, and in that event all

successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments. All assessments made under this Declaration shall not be in lieu thereof but shall be in addition to any other assessments from time to time made by the Stone Creek Homeowners Association under the Stone Creek Declaration of Covenants.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance of the Lots and Units situated thereon as more particularly described herein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Nine Hundred Sixty Dollars ($960.00) per Unit or Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors without a vote of the members by a percentage of the prior years' assessment, which percentage shall not exceed the greater of ten percent (10%) of the maximum assessment for the previous year or the percentage increase in the U.S. Department of Labor Consumer Price Index (all items) for all Urban Consumers, 1993 - 94 = 100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will accomplish the same result of reflecting general consumer price changes in the United States economy.

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

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

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a townhome Unit completed and residents living therein will be assessed. Lots or Units under construction, which are vacant, used as models and/or unsold to third party purchasers (not the Declarant or its assigns) will not be assessed. All assessments may be collected on a monthly basis and shall be fixed at a uniform rate as to all Lots unless otherwise specifically provided herein to the contrary.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the conveyance of the first townhome Unit to a third party purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit or Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date 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 property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Unit or Lot.

Section 8. Abatement of Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot or Unit. Lots or Units owned by the Declarant shall not be subject to the imposition of dues, assessments or the lien of any assessments.

Section 9. Subordination of the Lien to Mortgages/Trust Deeds. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Unit or Lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exterior Maintenance and Services. Exterior maintenance (as defined herein) of each townhome Unit and Lot shall be provided by the Association and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance. "Exterior maintenance" shall mean the painting of exterior wood and metal building surfaces, together with maintenance of the lawns (mowing, fertilization and chemicals), garbage pickup and snow

removal. Exterior maintenance shall at all times be consistent with and comply with the provisions of the Stone Creek Declaration of Covenants. Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owner's personal property. There shall be no exterior painting permitted of any townhome Unit by any Owner. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a townhome Unit and Lot.

In the event that the need for any exterior maintenance of a Unit or the improvements thereon by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of the family, guests, or invitees of the Owner of the Unit needing such maintenance, the cost of such exterior maintenance by the Association shall be added to and become part of the assessment to which such Unit is subject under this Declaration.

With respect to those maintenance obligations that are not the responsibility of the Association, in the event an Owner of any Unit shall fail to maintain the exterior of the Owner's Unit and any other improvements situated on the Owner's Lot in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Owner's Lot and to repair, maintain, and restore the Unit and any other improvements erected on the Owner's Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration.

Section 11. Insurance. Each townhome Owner shall provide homeowners insurance with respect to the improvements (townhome Units) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

ARTICLE IV
PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any townhome Unit upon the Properties and placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and restoration of a party wall shall be shared by the Owners who make use of the such party wall in proportion to such use.

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

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

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

Section 6. Binding Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding and enforceable against the parties to the dispute.

ARTICLE V
RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and enjoyment to his individual Unit or Lot, subject to the restrictions set forth in Articles I through III, inclusive, of the Stone Creek Declaration of Covenants and to the extent not inconsistent with such provisions of the Stone Creek Declaration of Covenants, the following additional restrictions:

(a) No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.

(b) No fences (other than fences constructed by Declarant) shall be erected without the prior written consent of the Board of Directors of the Association. All Lots shall be kept free of all types of trash and debris.

(c) No trailer, basement, tent, shack, garage, barn or other building erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.

(d) No birds, snakes, cattle, horses, sheep, poultry, pigs or any other animals shall be kept or maintained on any Lot. Each Owner may, however, keep a maximum of two (2) domestic pets.

(e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot Owners.

(f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

(g) All Lots and Units shall be used only for residential purposes.

ARTICLE VI
ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee, and where applicable the express written approval of the Declarant in accordance with the requirements of Article I of the Stone Creek Declaration of Covenants

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and where applicable any of the provisions of the Stone Creek Declaration of Covenants. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained or contained in the Stone Creek Declaration of Covenants shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by action of not less than seventy-five percent (75%) of the Owners. Subject to complying with the provisions of Section 4 of this Article, this Declaration may be amended or canceled by an instrument signed by the Declarant and not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records to be effective.

Section 4. Special Declarant Rights. Declarant, its successors, assigns or appointees, reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant, or the Association, shall each have the right to appoint another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same rights, powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this Declaration shall modify in any manner the provisions of this Section 4 unless consented to in writing by Declarant.

Section 5. FHA/VA Approval. During the period that there is a Class B membership and the loan on any Owner's Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as the case may be: (i) annexation of additional properties within the jurisdiction of the Association; (ii) any mortgaging or dedication of any common areas of the Association; and (iii) the amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Declaration this 21st day of Aug 2000.

DECLARANT:

HORGAN DEVELOPMENT COMPANY, a Nebraska corporation,

By: Robert P. Horgan
Robert P. Horgan, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 21st day of Aug 2000, by Robert P. Horgan, President of Horgan Development Company, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 2003

Donna M. Nissen
Notary Public

BK 1400 PG 700-701

MISC 2001 15437

2001 SEP 28 PM 12:40

F

Misc. 2/43

FEE 31.50 FB See below

BKP ____ C/O ____ COMP Bw

DEL ____ SCAN CR ____ FV ____

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR A PART OF STONE CREEK, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This First Amendment is made to the Declaration of Covenants, Conditions Restrictions and Easements of Stone Creek, a Subdivision in Douglas County, Nebraska (the "Declaration"), dated August 18, 2000, and recorded with the Douglas County Register of Deeds on August 23, 2000, in Book 1349 at Page 89, Miscellaneous Records, by Horgan Development Company, a Nebraska corporation (the "Declarant").

Preliminary Statement

The Declaration was made by Declarant in connection with the development of the real estate legally described as follows:

> Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, and 18B, Stone Creek Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Townhome Lots"). OJ-37082
>
> and
>
> Lots 628 through 634, inclusive, Stone Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. OJ-37078

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

Declarant has considered amendment of the Declaration for purposes of amending Article I, Section 4, and adding a new Article I, Section 25. Article VI, Section 2, allows the Declarant to amend the Declaration in any manner in which it may determine, in its full and absolute discretion, for a period of five (5) years from the date of the Declaration. Declarant has investigated the impact which the proposed amendment to the Declaration would have on the Lots and has concluded that the amendments would further the preservation of Stone Creek, would further the maintenance of the character and residential integrity of Stone Creek, and would further the benefits protection afforded to the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to Declarant in Article VI, Section 2, of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article I, Section 4, is amended and replaced in its entirety to provide as follows:

4. Except as otherwise specifically approved by Declarant, the exposed front and street side(s) foundation walls and, subject to the sole determination of the Declarant, such other exposed foundation walls, of all residential structures must be constructed of or faced with brick

RETURN: 200 Regency One Building
10050 Regency Cir
Omaha, NE 68114
Gaines, Pansing, and Hogan

✓88762

or simulated brick. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, brick or stone. The roof of all improvements shall be covered with Tamco Heritage II weathered wood asphalt shingles, or other shingle colors and materials approved in writing by Declarant. Hardboard, pressed wood, bonded wood, and like type shingles will not be approved by Declarant for coverage of any roof.

2. A new Article I, Section 25, is added to the Declaration to provide as follows:

25. All Lots must be fully sodded concurrently with or immediately following completion of construction of the residential structure on the Lot, as weather permits.

3. Except as amended and modified herein, the Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the 25th day of September, 2001.

HORGAN DEVELOPMENT COMPANY,
a Nebraska corporation

By: _____
Robert P. Horgan, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of September, 2001, by Robert P. Horgan, President of Horgan Development Company, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
GREG L. NISSEN
My Comm. Exp. Apr. 18, 2003

_____
Notary Public

78431

MISC 2004110879

AUG 19 2004 13:47 P 2

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/19/2004 13:47:10.74
2004110879

FEE 31.50 FB See below
BKP ____ C/O ____ COMP PL
DEL ____ SCAN ____ FV PL

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR A PART OF STONE CREEK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

misc 2/43

This Second Amendment is made to the Declaration of Covenants, Conditions Restrictions and Easements of Stone Creek, a Subdivision in Douglas County, Nebraska (the "Declaration"), dated August 18, 2000, and recorded with the Douglas County Register of Deeds on August 23, 2000, in Book 1349 at Page 89, Miscellaneous Records, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for a part of Stone Creek, a subdivision in Douglas County, Nebraska dated September 25, 2001, and recorded with the Douglas County Register of Deeds on September 28, 2001, in Book 1400 at Page 700, Miscellaneous Records, by Horgan Development Company, a Nebraska corporation (the "Declarant").

Preliminary Statement

The Declaration was made by Declarant in connection with the development of the real estate legally described as follows:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, and 18B, Stone Creek Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Townhome Lots"). OJ-37082

and

Lots 628 through 634, inclusive, Stone Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. OJ-37078

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

Declarant has considered amendment of the Declaration for purposes of amending Article IV, Section 6. Article VI, Section 2, allows the Declarant to amend the Declaration in any manner in which it may determine, in its full and absolute discretion, for a period of five (5) years from the date of the Declaration. Declarant has investigated the impact which the proposed amendment to the Declaration would have on the Lots and has concluded that the amendments would further the preservation of Stone Creek, would further the maintenance of the character and residential integrity of Stone Creek, and would further the benefits protection afforded to the Lots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to Declarant in Article VI, Section 2, of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Article IV, Section 6, is amended and replaced in its entirety to provide as follows:

PANSING HOGAN ERNST & BACHMAN LLP
COST ACCOUNT
PH. 397-5500
10250 REGENCY CIRCLE, SUITE 300
OMAHA, NE 68114

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: (i) during the period such Lot is owned by the Declarant; and (ii) until such time as a house is constructed on such Lot and is first occupied. Lots owned by the Declarant on which a house has not been constructed and first occupied shall not be subject to an imposition of dues, assessments or Association liens.

2. Except as amended and modified herein, the Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the ____ day of August, 2004.

HORGAN DEVELOPMENT COMPANY,
a Nebraska corporation

By: _____
Robert P. Horgan, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of August, 2004, by Robert P. Horgan, President of Horgan Development Company, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
ALICE J. LONG
My Comm. Exp. March 7, 2005

_____
Notary Public

00202689

2140 223 DEED

17682 99 223-231

Nebr Doc Stamp Tax

12-20-99
Date

$0486.00

By DH

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 DEC 20 PM 2:59

RECEIVED

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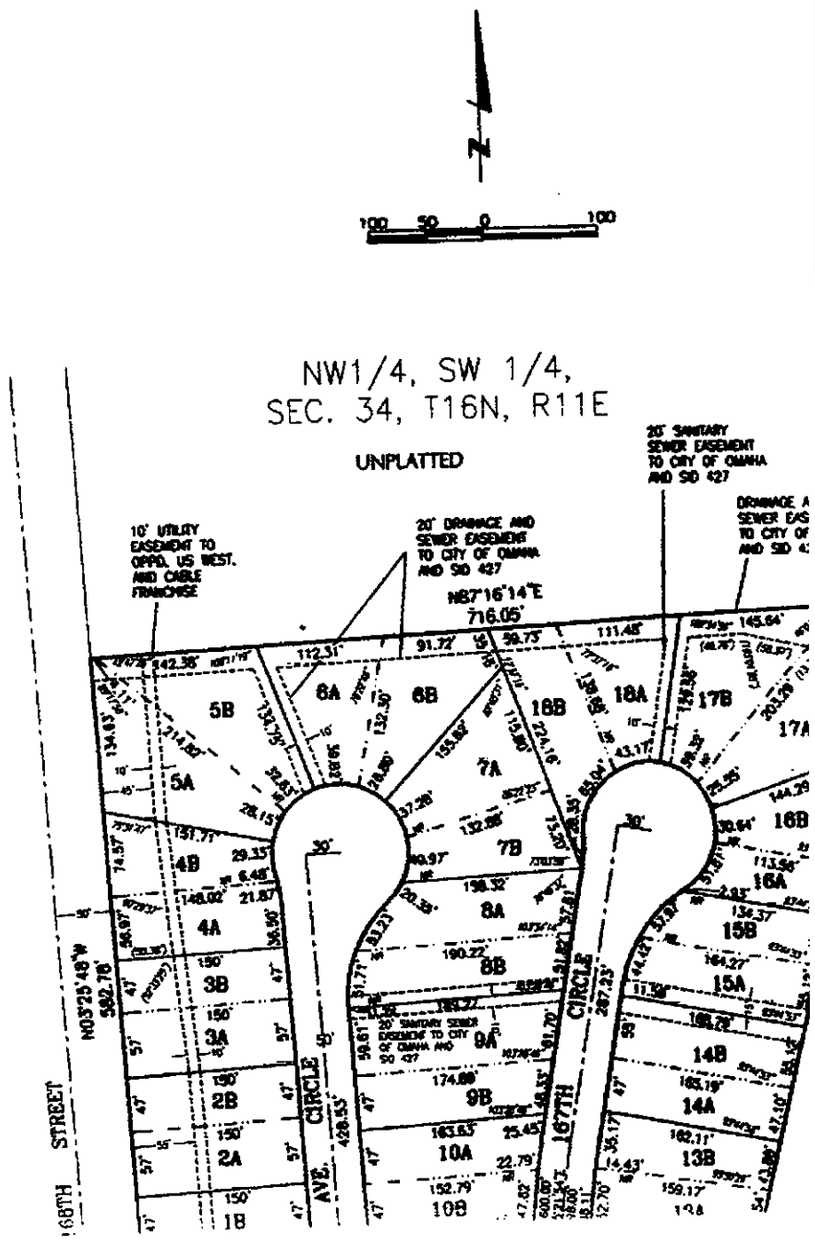
BKP ____ C/O ____ COMP ____

SCAN ____ FV ____

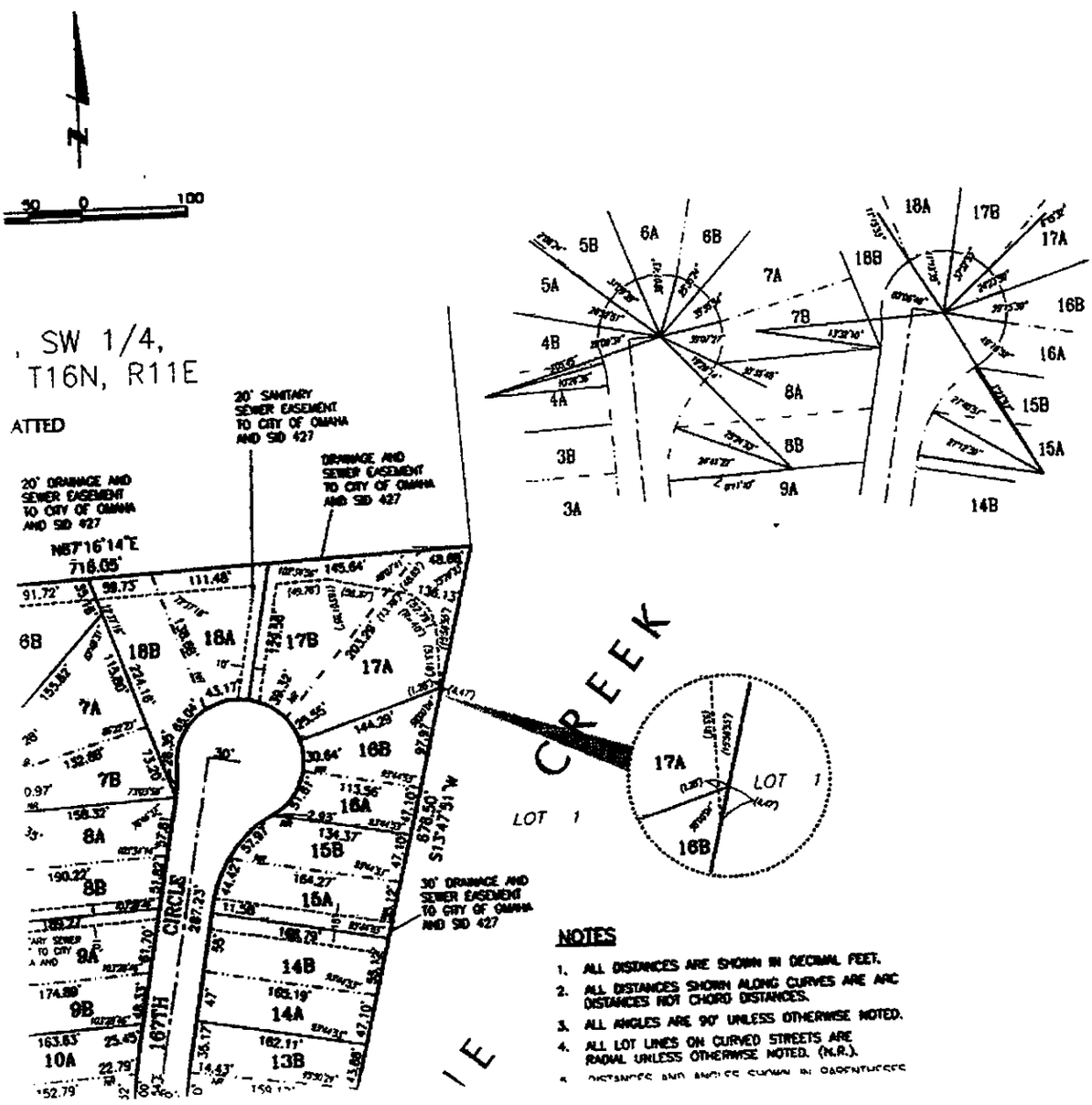
STONE CREEK RE

LOTS 1A THROUGH 18B, INCLUSIVE, BE
REPLATTING OF LOTS 601 THROUGH 627, ST
A SUBDIVISION, AS SURVEYED, PLATTED AND
IN DOUGLAS COUNTY, NEBRASKA



REEK REPLAT 1

OUGH 18B, INCLUSIVE, BEING A
'S 601 THROUGH 627, STONE CREEK,
. SURVEYED, PLATTED AND RECORDED
)GLAS COUNTY, NEBRASKA



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent corners and angle points on the boundary of the plat and that a bond has been posted with the permanent monuments will be placed at all corners, angle points and ends of all curves on all lo as STONE CREEK REPLAT 1 (Lots 1A through 18B, inclusive) being a replatting of Lots 801 throug as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning o of 168th Street and the north right of way line of Hartman Avenue (southeast corner of Lot 627 for 562.76 feet along the east right of way line of 168th Street parallel with and 50.00 feet east Section 34, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska to the Thence North 87°15'14" East for 716.05 feet to the angle point in the east line of Lot 1, STONE CREEK); Thence South 13°47'51" West for 678.50 feet to the southeast corner of said Lot 1, STO (having a radius of 775.00 feet and a long chord bearing North 84°30'12" West for 94.35 feet) t right of way line of Hartman Avenue; Thence along a curve to the left (having a radius of 825.00 West for 159.82 feet) for an arc length of 159.87 feet along said north right of way line; Thence 858 north right of way line; Thence along a curve to the right (having a radius of 300.00 feet a for 122.47 feet) for an arc length of 123.34 feet along said north right of way line; Thence alon 300.00 feet and a long chord bearing North 81°38'06" West for 122.47 feet) for an arc length of Thence South 88°34'12" West for 35.00 feet to the Point of Beginning. Containg 8.881 acres incl 167th Circle and 167th Avenue Circle in the Final Plat of STONE CREEK, a subdivision, as surveyed Nebraska. THESE STREET CORNER LINES AND RIGHTS OF WAYS ARE UNAFFECTED FROM THAT PLAT A

Robert D. Pruett, L.S. 379

Oct 12, 1999

Date

REGISTERED LAND SURVEYOR ROBERT D. PRUETT LS-379 STATE OF NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That We, Robert P. Horgan, Horgan Development Company, a Bank of Omaha, a national banking association, MORTGAGEE, of the land described within the Land plat, have caused said land to be subdivided into lots and streets to be numbered and named as known as STONE CREEK REPLAT 1; and we do hereby notify and approve of the disposition of our hereby dedicate to the public the streets as shown on the plat and do hereby grant the easement perpetual easement to the Omaha Public Power District and U.S. West Communications and to any under the authority of the City Council of Omaha, Nebraska, to provide a Cable Television System and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and facilities; and to extend thereon wires or cables for the carrying and transmission of electric curr transmission of signals and sounds of all kinds including signals provided by cable television syste under, and across a five foot (5') wide strip of land abutting the front and side boundary lot lin the rear boundary lines of all interior lots; and all exterior lots that are adjacent to presently pla wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to p "exterior lots" is herein defined as those lots forming the outer perimeter of the above described easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveye perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, t mains, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transm across a five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildin shall be placed in the above described easement ways, but the same may be used for gardens, not then or later interfere with the aforesaid uses or rights herein granted. No easements will be

Horgan Development Company
A Nebraska corporation, OWNER

Robert P. Horgan, President

First National Bank
A national banking

RICHARD A.

17A

16B

16A

15B

15A

ACKNOWLEDGMENT OF NOTARIES

State of Nebraska)
) SS
County of Douglas)

On this 12th day of OCTOBER 1999 A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Robert P. Horgan, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of HORGAN DEVELOPMENT COMPANY, a Nebraska Corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Donna M. Nissen
Notary Public

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 18, 2003

State of Nebraska

County of Douglas

On this 21st
A.D., before me,
for said County,
known to me to
the above instrum
OMAHA, MORTGAGE
foregoing Dedicat
Officer and the

Witness my hand

Pam
Notary Public

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY that I find no regular nor special taxes delinquent against the property described in the Land Surveyor's Certificate and embraced in this plat, as shown by the rec this office. This October day of 27 1999

Douglas County Treasurer

EYOR'S CERTIFICATE

TY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all nd angle points on the boundary of the plat and that a bond has been posted with the City of Omaha, Nebraska, to ensure that t monuments will be placed at all corners, angle points and ends of all curves on all lots and streets in said subdivision to be known CREEK REPLAT 1 (Lots 1A through 10B, inclusive) being a replatting of Lots 601 through 627, inclusive, STONE CREEK, a subdivision, ed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at the intersection of the east right of way line Street and the north right of way line of Hartman Avenue (southwest corner of Lot 627, STONE CREEK); Thence North 00°25'48" West 78 feet along the east right of way line of 168th Street parallel with and 50.00 feet east of the west line of the Southwest Quarter of 34, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska to the northwest corner of Lot 620, STONE CREEK; North 87°16'14" East for 716.05 feet to the angle point in the west line of Lot 1, STONE CREEK (northeast corner of Lot 608, STONE Thence South 1°34'51" West for 678.50 feet to the southwest corner of said Lot 1, STONE CREEK; Thence along a curve to the right radius of 775.00 feet and a long chord bearing North 84°20'12" West for 54.35 feet) for an arc length of 54.36 feet along the north way line of Hartman Avenue; Thence along a curve to the left (having a radius of 825.00 feet and a long chord bearing North 87°52'43" 159.62 feet) for an arc length of 159.87 feet along said north right of way line; Thence South 88°34'12" West for 27.72 feet along h right of way line; Thence along a curve to the right (having a radius of 300.00 feet and a long chord bearing North 81°39'06" West 7 feet) for an arc length of 123.34 feet along said north right of way line; Thence along a curve to the left (having a radius of est and a long chord bearing North 81°39'06" West for 122.47 feet) for an arc length of 123.34 feet along said north right of way line; outh 88°34'12" West for 35.00 feet to the Point of Beginning. Contains 8.81 acres including 1.46 acres of dedicated right of way in cle and 167th Avenue Circle in the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, THESE STREET CENTER LINES AND RIGHTS OF WAYS ARE UNALTERED FROM THAT PLAT AND ARE REPEATED HEREON FOR CLARITY

Proett, L.S. 379

+ 12, 1999

REGISTERED LAND SURVEYOR ROBERT D. PROETT LS-379 STATE OF NEBRASKA

ION

, MEN BY THESE PRESENTS: That We, Robert F. Horgan, Horgan Development Company, a Nebraska corporation, OWNER, and First National Omaha, a national banking association, MORTGAGEE, of the land described within the Land Surveyor's Certificate and embraced within this e caused said land to be subdivided into lots and streets to be numbered and named as shown hereon, said subdivision to be hereafter : STONE CREEK REPLAT 1; and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do edicate 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 easement to the Omaha Public Power District and U.S. West Communications and to any company which has been granted a franchise authority of the City Council of Omaha, Nebraska, to provide a Cable Television System in the area to be subdivided, their successors ns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related and to extend therein wires or cables for the carrying and transmission of electric current for light, heat, and power and for the sion of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, over, through, d across a five foot (5') wide strip of land abutting the front and side boundary lot lines; on eight foot (8') wide strip of land abutting boundary lines of all interior lots; and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen foot (16') a of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen foot (16') wide will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further grant a easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and pelines, hydrants, and other related facilities, and to extend therein pipes for the transmission of gas and water on, through, under and five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings, trees, retaining walls, or loose rock walls placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do or later interfere with the aforesaid uses or rights herein granted. No easements will be granted along party wall property lines.

Development Company
ska corporation, OWNER

, Horgan, President

First National Bank of Omaha
A national banking association, MORTGAGEE

RICHARD A. FRANKEEN - SENIOR VICE PRESIDENT

NOWLEDGMENT OF NOTARIES

Nebraska } SS
ty of Douglas }

12th day of October 1999

fore me, a Notary Public, duly commissioned and qualified for unty, appeared Robert F. Horgan, who is personally known to e the identical person whose name is affixed to the above nt as President of HORGAN DEVELOPMENT COMPANY, a Corporation, OWNER, who did acknowledge his execution oregoing Dedication to be his voluntary act and deed as ficer and the voluntary act and deed of said Corporation.

my hand and official seal the date last aforesaid.

Donna M. Nissen
Public

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 2003

State of Nebraska } SS
County of Douglas }

On this 26TH day of October 1999 A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared RICHARD A. FRANKEEN, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice-President of FIRST NATIONAL BANK OF OMAHA, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation. SENIOR

Witness my hand and official seal the date last aforesaid.

Pamela M. Waite
Notary Public

GENERAL NOTARY-State of Nebraska
PAMELA M. WAITE
My Comm. Exp. Jan 20, 2003

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 October 27 1999

Douglas County Treasurer

SEAL DOUGLAS COUNTY, NEBRASKA

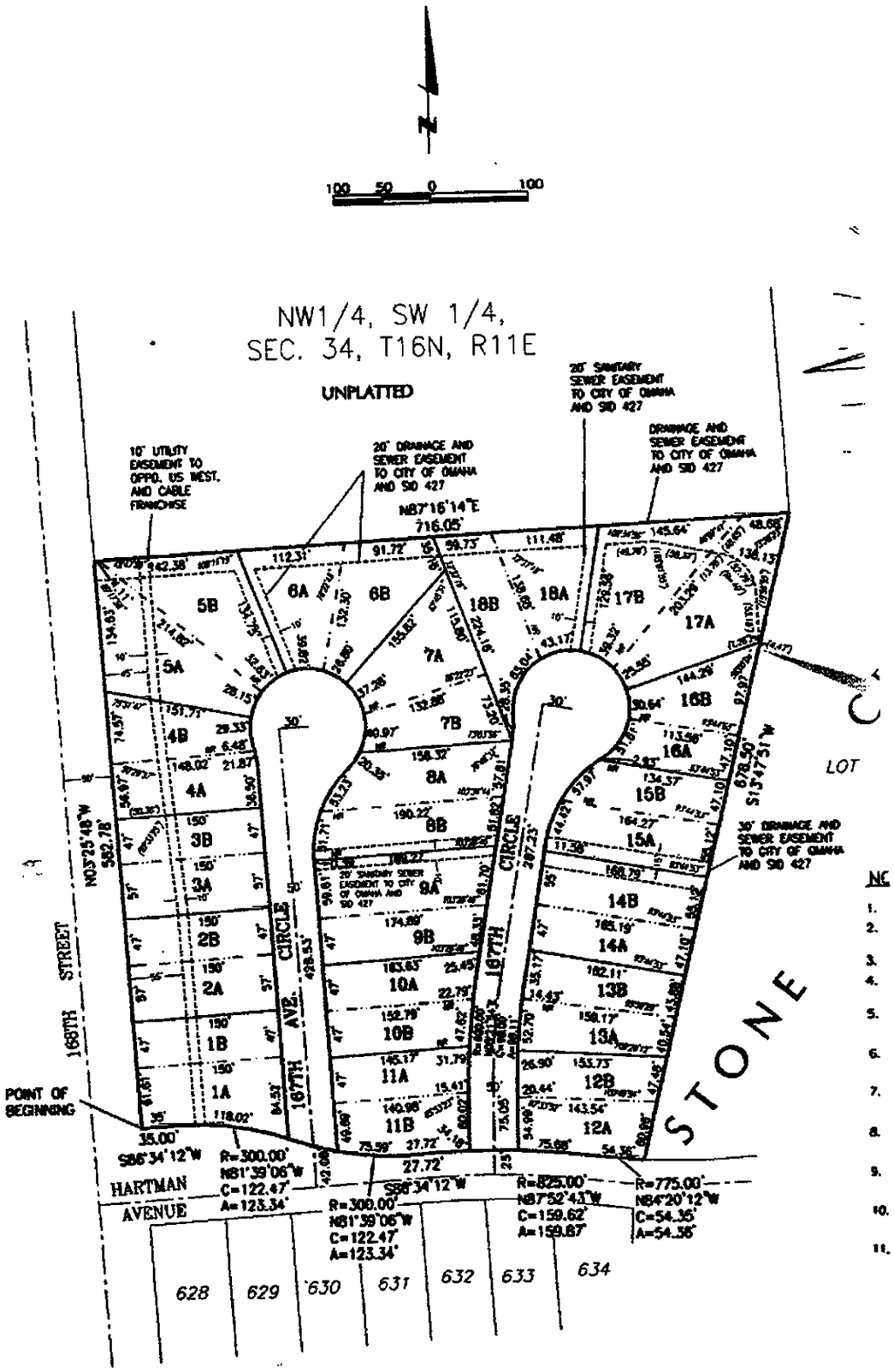
APPROVAL OF CITY ENGINEER OF OMAHA

drawn by
cet
designed by
RDP
reviewed by
FAK
revisions

path\filename
97003\9703R101
references
97003R100

lamp, rynearson & associates, inc.
engineers surveyors planners
14710 west dodge road, suite 100
omaha, nebraska 68154-2026
ph 402 498 2456
fax 402 498 2750

STONE CREEK REPLAT 1
DOUGLAS COUNTY, NEBRASKA


N
100 50 0 100
NW1/4, SW 1/4,
SEC. 34, T16N, R11E
UNPLATTED
10' UTILITY EASEMENT TO OPPD, US WEST, AND CABLE FRANCHISE
20' DRAINAGE AND SEWER EASEMENT TO CITY OF OMAHA AND SID 427
N87°16'14"E
716.05'
20' SANITARY SEWER EASEMENT TO CITY OF OMAHA AND SID 427
DRAINAGE AND SEWER EASEMENT TO CITY OF OMAHA AND SID 427
30' DRAINAGE AND SEWER EASEMENT TO CITY OF OMAHA AND SID 427
20' SANITARY SEWER EASEMENT TO CITY OF OMAHA AND SID 427
N03°25'48"W
582.78'
S13°47'51"W
678.50'
168TH STREET
167TH AVE.
CIRCLE
167TH CIRCLE
297.25'
STONE
LOT
POINT OF BEGINNING
35.00'
S86°34'12"W
R=300.00'
N81°39'06"W
C=122.47'
A=123.34'
HARTMAN AVENUE
27.72'
S86°34'12"W
R=825.00'
N87°52'43"W
C=159.62'
A=159.87'
R=775.00'
N84°20'12"W
C=54.36'
A=54.36'
628
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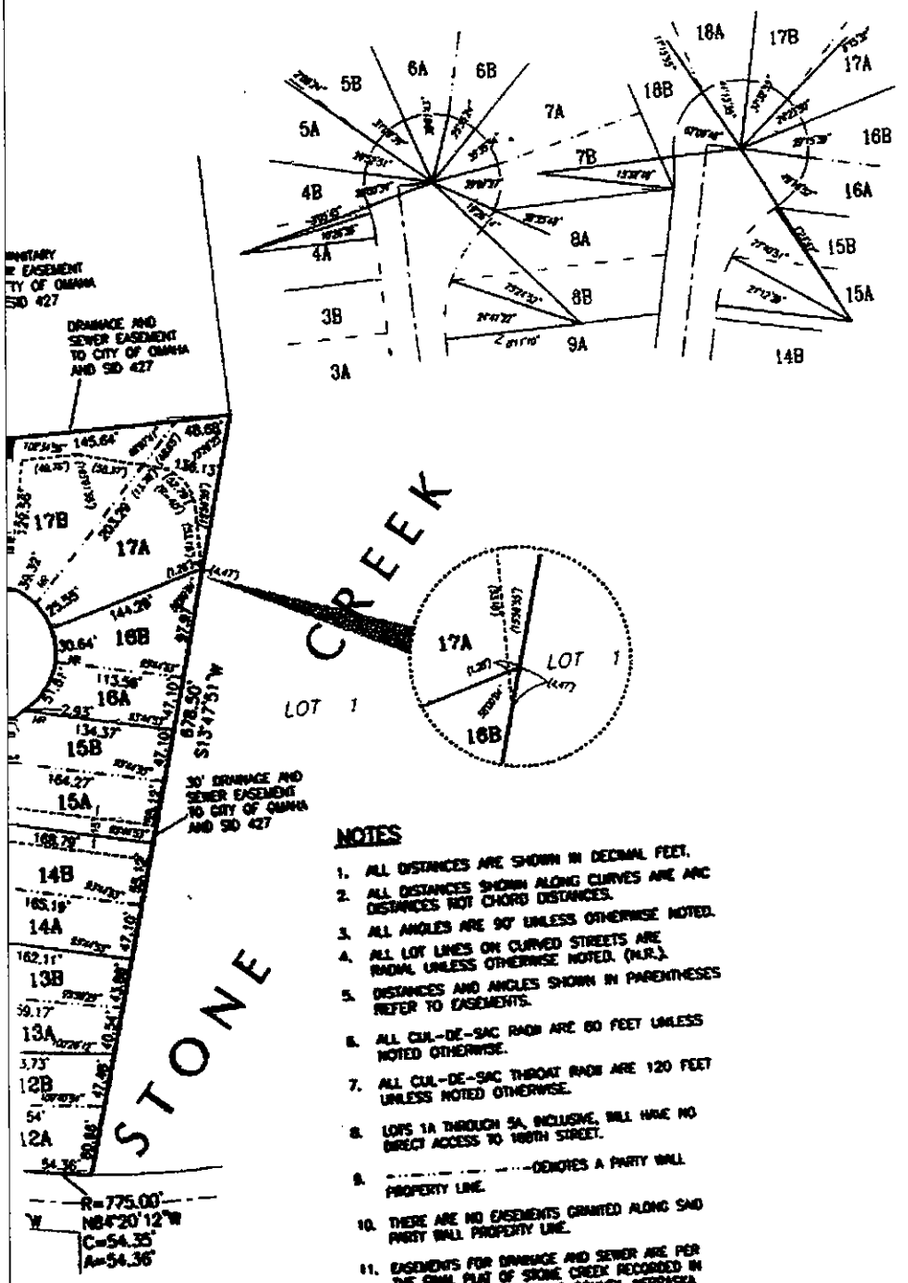

NOTES

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 60 FEET UNLESS NOTED OTHERWISE.
7. ALL CUL-DE-SAC THROAT RADII ARE 120 FEET UNLESS NOTED OTHERWISE.
8. LOTS 1A THROUGH 5A, INCLUSIVE, WILL HAVE NO DIRECT ACCESS TO 168TH STREET.
9. ——·——·——·——DENOTES A PARTY WALL PROPERTY LINE.
10. THERE ARE NO EASEMENTS GRANTED ALONG SAID PARTY WALL PROPERTY LINE.
11. EASEMENTS FOR DRAINAGE AND SEWER ARE PER THE FINAL PLAT OF STONE CREEK RECORDED IN B. 2131, P. 450, DOUGLAS COUNTY, NEBRASKA.

Robert D. Prodt, L.S. 379

Oct 12, 1999

Date

ROBERT D. PRODT LS-379 WESTERN SURVEYOR STATE OF NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That We, Robert P. Horgan, Horgan Development Company, a Nebraska corporation, OWNER, and Fi
Bank of Omaha, a national banking association, MORTGAGEE, of the land described within the Land Surveyor's Certificate and embraced
plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown hereon, said subdivision to be
known as STONE CREEK REPLAT 1; and we do hereby ratify and approve of the disposition of our property as shown on this plat, and
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
perpetual easement to the Omaha Public Power District and U.S. West Communications and to any company which has been granted a
under the authority of the City Council of Omaha, Nebraska, to provide a Cable Television System in the area to be subdivided, their s
and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other
facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for
transmission of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, over,
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 lo
the rear boundary lines of all interior lots; and all exterior lots that are adjacent to previously platted and recorded lots. Th
wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to previously platted and recorded lots. Sixteen feet (16')
"exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. We do furth
easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further
perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, rep
renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through,
across a five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings, trees, retaining walls, or loose roc
shall be placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purpo
not then or later interfere with the aforesaid uses or rights herein granted. No easements will be granted along party wall property lin

Horgan Development Company
A Nebraska corporation, OWNER

Robert P. Horgan, President

First National Bank of Omaha
A national banking association, MORTGAGEE

RICHARD A. FINNIGEEN, SENIOR VICE

ACKNOWLEDGMENT OF NOTARIES

State of Nebraska }
County of Douglas } SS

On this 12th day of OCTOBER 1999 A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Robert P. Horgan, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of HORGAN DEVELOPMENT COMPANY, a Nebraska Corporation, OWNER, and he did acknowledge the execution of the foregoing Dedication to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Donna M. Nissen
Notary Public

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 2003

State of Nebraska }
County of Douglas } SS

On this 26TH day of October A.D., before me, a Notary Public, duly commissioned an for said County, appeared RICHARD A. FINNIGEN, who is p known to me to be the identical person whose name is the above instrument as Vice-President of FIRST NATIO OMAHA, MORTGAGEE, and he did acknowledge his execut foregoing Dedication to be his voluntary act and deed as Officer and the voluntary act and deed of said Corpor

Witness my hand and official seal the date last aforesaid.

Pamela M. Wait
Notary Public

GENERAL NOTARY-State of Ne
PAMELA M. WAIT
My Comm. Exp. Jan 20.

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 October 27 1999

Douglas County Treasurer

SEAL DOUGLAS COUNTY NEBRASKA

APPROVAL OF CITY ENGINEER OF OMAHA

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

NOV. 10 1999
Date

E-12 City Engineer

APPROVAL OF CITY PLANNING DIRECTOR

This plat of STONE CREEK REPLAT 1, was approved as a subdivision of STONE CREEK, in compliance with Section 53-10 (3), Code, with plat requirements waived per Section 7.08, Home Rule Charter of the City of Omaha. This Minor Subdivision Plat or this plat is not recorded within thirty (30) days of the date of the Planning Director's Signature.

City Planning Director

11/16/99
Date

D. Proett, L.S. 379

ct 12, 1999

REGISTERED SURVEYOR ROBERT D. PROETT LS-379 STATE OF NEBRASKA

CATION

ALL MEN BY THESE PRESENTS: That We, Robert P. Horgan, Horgan Development Company, a Nebraska corporation, OWNER, and First National of Omaha, a national banking association, MORTGAGEE, of the land described within the Land Surveyor's Certificate and embraced within this ove caption said land to be subdivided into lots and streets to be numbered and named as shown hereon, said subdivision to be hereafter as STONE CREEK REPLAT 1; and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do 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 nual easement to the Omaha Public Power District and U.S. West Communications and to any company which has been granted a franchise the authority of the City Council of Omaha, Nebraska, to provide a Cable Television System in the area to be subdivided, their successors signs, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related ness, and to extend therein wires or cables for the carrying and transmission of electric current for light, heat, and power and for the ransmission of signals and sounds of all kinds including signals provided by cable television systems, and the exception thereon, over, through, , 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 ear boundary lines of all interior lots; and all exterior lots that are adjacent to previously platted and recorded lots; and a sixteen foot (16') strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to previously platted and recorded lots. The term "lot" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said sixteen foot (16') wide ment will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. We do further grant a ntan easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and , pipelines, hydrants, and other related facilities, and to extend therein pipes for the transmission of gas and water on, through, under and s a five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings, trees, retaining walls, or loose rock walls be placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do hen or later interfere with the aforesaid uses or rights herein granted. No easements will be granted along party wall property lines.

on-Development Company
Nebraska corporation, OWNER

Robert P. Horgan

rt P. Horgan, President

First National Bank of Omaha
A national banking association, MORTGAGEE

RICHARD A. PANNEEN, SENIOR VICE PRESIDENT

NOWLEDGEMENT OF NOTARIES

e of Nebraska } SS
nty of Douglas }

On this 12th day of OCTOBER, 1999 before me, a Notary Public, duly commissioned and qualified for Douglas County, appeared Robert P. Horgan, who is personally known to me to be the identical person whose name is affixed to the above ument as President of HORGAN DEVELOPMENT COMPANY, a Nebraska Corporation, OWNER, and he did acknowledge his execution the foregoing Dedication to be his voluntary act and deed as ch Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Donna M. Nissen

Notary Public

GENERAL NOTARY-State of Nebraska
DONNA M. NISSEN
My Comm. Exp. May 10, 2003

State of Nebraska } SS
County of Douglas }

On this 21st day of October 1999 A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared RICHARD A. PANNEEN, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice-President of FIRST NATIONAL BANK OF OMAHA, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Pamela M. Waite

Notary Public

GENERAL NOTARY-State of Nebraska
PAMELA M. WAITE
My Comm. Exp. Jan 20, 2003

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 October day of 27 1999

Douglas County Treasurer

SEAL DOUGLAS COUNTY NEBRASKA

APPROVAL OF CITY ENGINEER OF OMAHA

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

NOV. 10 1999
Date

F-12 City Engineer

APPROVAL OF CITY PLANNING DIRECTOR

This plat of STONE CREEK REPLAT 1, was approved as a subdivision of STONE CREEK, in compliance with Section 53-10 (5), Omaha Municipal Code, with plat requirements waived per Section 7.08, Home Rule Charter of the City of Omaha. This Minor Subdivision Plat approval is void if this plat is not recorded within thirty (30) days of the date of the Planning Director's Signature.

City Planning Director

11/16/99
Date

lamp, rynearson & associates, inc.
surveyors engineers planners
14710 west dodge road, suite 100
omaha, nebraska 68154-2029
ph 402 496 2498
fax 402 496 2750

STONE CREEK REPLAT 1
DOUGLAS COUNTY, NEBRASKA

MINOR SUBDIVISION PLAT

job number-title
97003.01-004
book page
date
OCT. 5, 1999
sheet
1 of 1

Stone Creek Replat 1

Plat and Dedication
Filed 12-20-99, in Book 2140 at Page 233, Instrument No. _____
X Grants a perpetual easement in favor of
Omaha Public Power District,
X U.S. West Communications
Northwestern Bell Telephone Company
X and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
X 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 10 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,

****

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

Filed 8-23-00, in Book 1349 at Page 089, Instrument No. _____
Omaha Public Power District,
X U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or
Easement for Golf Lots owner
X for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.
Does it include the Following?? Homeowners Association Yes or No. (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.
Decl 1354-118 filed 10-3-00
to 1349-089 architectural Control

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Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1349-89
Dated 9-25-01 Filed 8-28-01 Book 1400 at Page 700, Instrument No. _____

2nd Amend 2004-110879 filed 8-19-04
to 1349-89 + 1400-700