

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

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GEORGE J. PUNLIPKOW
REGISTER OF DEEDS
DOUGLAS COUNTY



**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF TORREY PINES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA, AND
TORREY PINES REPLAT 1, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by BENNINGTON 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 1 through 7, inclusive, and Lots 46 through 172, inclusive, in Torrey Pines, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 through 31, inclusive, in Torrey Pines Replat 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

mc-38763

mc-38764

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

The Declarant desires to provide for the preservation of the values and amenities of Torrey Pines and Torrey Pines Replat 1 (hereinafter collectively referred to as "Torrey Pines"), for the maintenance of the character and residential integrity of Torrey Pines, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Torrey Pines.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.

RESTRICTIONS AND COVENANTS

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

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2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, 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 shall deliver two sets of construction plans, landscaping plans, grading 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 Torrey Pines subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. 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 any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height and which has a three (3) car attached garage. Tandem garage spaces are not prohibited but shall not count towards the three (3) car garage requirement.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles which shall be a color approved by Declarant.

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". No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot unless 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 semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

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 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. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet.

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

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. 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.

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

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

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Torrey Pines Subdivision. No livestock or agricultural-type animals shall be allowed in Torrey Pines subdivision, including potbellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. No Lot shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No temporary structure of any character, and no carport, trailer, open basement, storage or tool shed 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 Torrey Pines to any Lot without the written approval of Declarant.

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

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

ARTICLE II. HOMEOWNERS' ASSOCIATION

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

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

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

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Torrey Pines; and the protection and maintenance of the residential character of Torrey Pines.

2. Membership and Voting. Torrey Pines is being initially divided into one hundred thirty-four (134) separate lots and Torrey Pines Replat 1 is being initially divided into thirty-one (31) separate lots (collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Torrey Pines as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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

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

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

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

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

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

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

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

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

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

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. 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 Sections 3 and 4 of this Article.

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

A. Sixty and No/100 Dollars (\$60.00) per Lot.

B. In each calendar year beginning on January 1, 1997, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition,

construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto; and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

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

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

15. Subordination of the Lien to Mortgage. 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 III. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 384 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related

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

3. 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 Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell 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 Northwestern Bell 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) Northwestern Bell 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.

4. Other easements are provided for in the final plat of Torrey Pines which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2016, Page 601), and the final plat of Torrey Pines Replat 1 which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2026, Page 401).

ARTICLE IV. 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 BENNINGTON COMPANY, a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by BENNINGTON COMPANY, a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. By the 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 Torrey Pines 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. BENNINGTON 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, 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 20th day of March, 1996.

BENNINGTON COMPANY, a Nebraska corporation,
"Declarant"

By Barbara Shaw
President

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

The foregoing instrument was acknowledged before me this 20th day of March, 1996, by Barbara Shaw, President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.



Marietta E. Brown
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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MAR 21 2 45 PM '96

GEORGE J. PUCHOWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA



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**DECLARATION
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OF TORREY PINES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA, AND
TORREY PINES REPLAT 1, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

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The Declarant desires to provide for the preservation of the values and amenities of Torrey Pines and Torrey Pines Replat 1 (hereinafter collectively referred to as "Torrey Pines"), for the maintenance of the character and residential integrity of Torrey Pines, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Torrey Pines.

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**ARTICLE I.
RESTRICTIONS AND COVENANTS**

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

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A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans, grading 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 Torrey Pines subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. 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 any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height and which has a three (3) car attached garage. Tandem garage spaces are not prohibited but shall not count towards the three (3) car garage requirement.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles which shall be a color approved by Declarant.

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". No business activities of any kind whatsoever shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot unless 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 semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

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 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. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet.

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

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. 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.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) 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.

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

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Torrey Pines Subdivision. No livestock or agricultural-type animals shall be allowed in Torrey Pines subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. No Lot shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No temporary structure of any character, and no carport, trailer, open basement, storage or tool shed 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 Torrey Pines to any Lot without the written approval of Declarant.

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

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

ARTICLE II. HOMEOWNERS' ASSOCIATION

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

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

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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 Torrey Pines; and the protection and maintenance of the residential character of Torrey Pines.

2. Membership and Voting. Torrey Pines is being initially divided into one hundred thirty-four (134) separate lots and Torrey Pines Replat 1 is being initially divided into thirty-one (31) separate lots (collectively referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Torrey Pines as may be developed by the Declarant. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

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

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

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

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

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

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

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

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

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

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

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

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

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant. 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 Sections 3 and 4 of this Article.

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

A. Sixty and No/100 Dollars (\$60.00) per Lot.

B. In each calendar year beginning on January 1, 1997, 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,

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construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto; and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

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

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

15. Subordination of the Lien to Mortgage. 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 III EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 384 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related

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

3. 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 Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell 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 Northwestern Bell 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) Northwestern Bell 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.

4. Other easements are provided for in the final plat of Torrey Pines which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2016, Page 601), and the final plat of Torrey Pines Replat 1 which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2026, Page 401).

ARTICLE IV. 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 BENNINGTON COMPANY, a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by BENNINGTON COMPANY, a Nebraska corporation, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. By the 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 Torrey Pines 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. BENNINGTON 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, 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. Invalidity of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 20th day of March, 1996.

BENNINGTON COMPANY, a Nebraska corporation,
"Declarant"

By Barbara Shaw
President

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

The foregoing instrument was acknowledged before me this 20th day of March, 1996, by Barbara Shaw, President of BENNINGTON COMPANY, a Nebraska corporation, on behalf of the corporation.

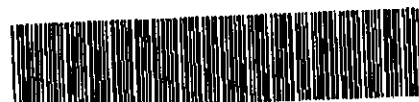


Marietta Brown
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



1299 183 MISC



10006 99 183-184

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD H TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUL -1 PM 2:33

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FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF TORREY PINES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

This First Amendment to Declaration is made on the date hereinafter set forth by
BENNINGTON COMPANY, a Nebraska corporation, hereinafter referred to as the
"Declarant."

PRELIMINARY STATEMENT

By Declaration for Torrey Pines, a Subdivision in Douglas County, Nebraska,
dated March 20, 1996, filed March 21, 1996, in Book 1171 at Page 678 of the
Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, (herein
referred to as the "Declaration"), Declarant subjected the following described lots to
restrictions, covenants, conditions and easements:

Lots 1 through 7, inclusive, Lots 46 through 80, inclusive,
Lots 83 through 172, in Torrey Pines, a Subdivision as
surveyed, platted and recorded in Douglas County,
Nebraska; and Lots 1 through 31, inclusive, in Torrey Pines
Replat 1, a Subdivision, as surveyed, platted and recorded
in Douglas County, Nebraska; Lots 1 and 2, inclusive, in
Torrey Pines Replat 2, a Subdivision as surveyed, platted
and recorded in Douglas County, Nebraska.

mc-38763

mc-38764

mc-38765

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

- The Declarant does hereby amend, restate and remove the following described lots
from the restrictions, covenants, conditions and easements:

10006
FEE 46.50 FB
C/P C/O COMP
DEL SCAR FV

Terry Roes
Lots six (6) through thirteen (13) Replat 1, inclusive, a
Subdivision, as surveyed, plotted and recorded in Douglas
County, Nebraska.

MC-38964

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

The Declarant has executed this First Amendment to Declaration as of this 18th day of June, 1999.

BENNINGTON COMPANY, a Nebraska corporation, "Declarant"

By: *Barbara Udes Shaw*
Barbara Udes Shaw, President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by Barbara Udes Shaw, President of Bennington Company, a Nebraska corporation, on behalf of the company.

*State of Nebraska
County of Douglas
Clerk - Sept. 3, 2000*

[Signature]

Notary Public

RECEIVED

Mary 11:3AM '96
Mar 4 11:13 AM '96

GEORGE J. JACOZ
REGISTERED SURVEYOR
DOUGLAS COUNTY, NE



TORREY

A REPLAT

PART OF THE SW 1/4 OF SECTION

SURVEYOR'S CERTIFICATE

I, CHARLES W. AHERN, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF TORREY PINES REPLAT 1, HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE INSTALLED PERMANENT IRON PINS (5/8-INCH X 24-INCH REBAR) AT THE CORNERS, ALONG STREETS, ANGLE POINTS, AND THE TERMINAL POINTS OF ALL CURVES, AS SHOWN ON THIS PLAT OF TORREY PINES REPLAT 1, THE LIMITS AND BOUNDARIES OF SAID PLAT ARE AS FOLLOWS:

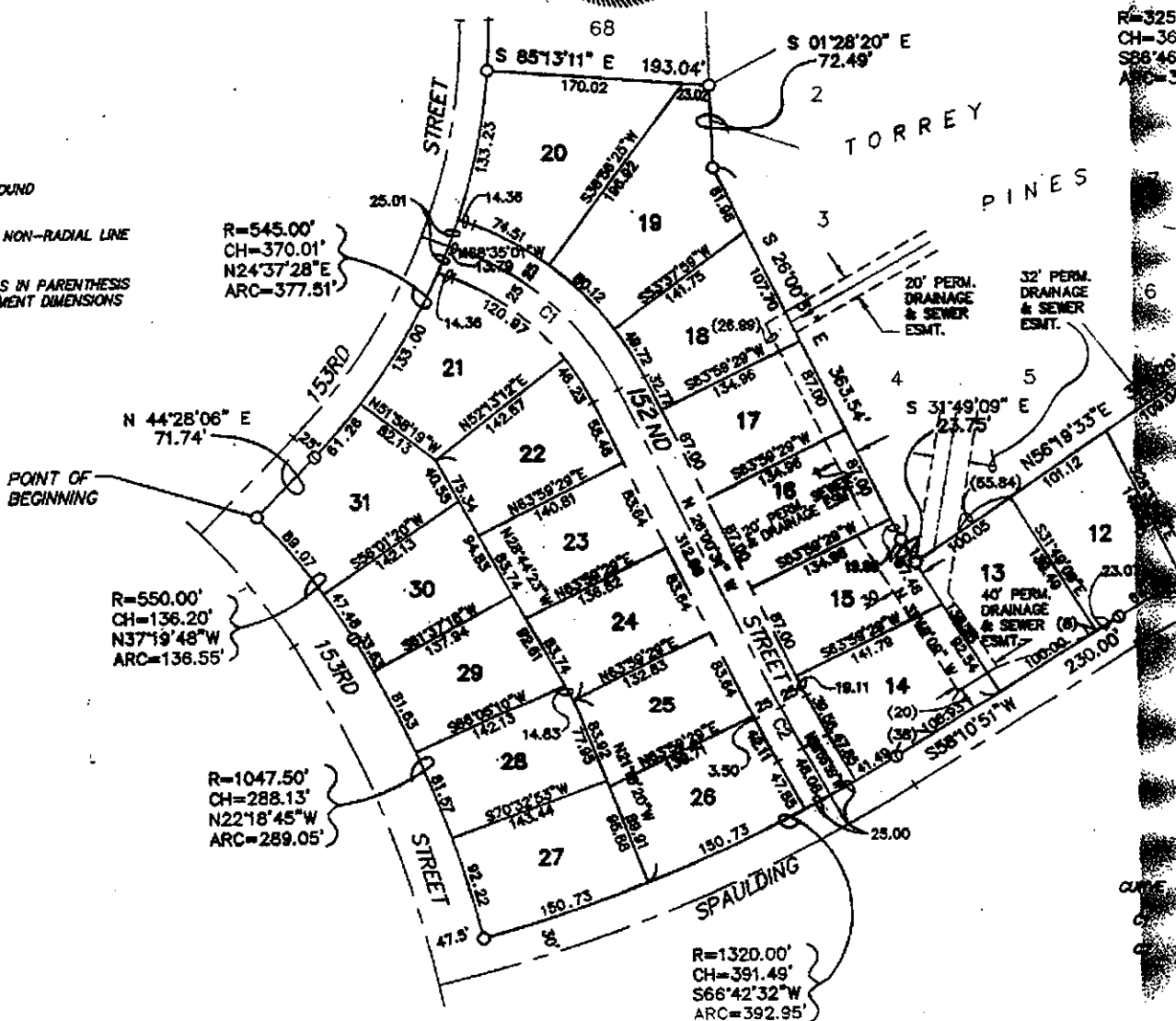
BEGINNING AT THE MOST WESTERLY CORNER OF LOT 45, TORREY PINES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, SAID POINT ALSO BEING ON THE EASTERLY LINE OF 153RD STREET; THENCE ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID LOT 45, N44°28'06"E, 71.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID EASTERLY LINE OF 153RD STREET AND ALONG THE WESTERLY LINES OF LOTS 45, 33 AND 32 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 545.00 FEET AND A CHORD BEARING N24°37'28"E, 370.01 FEET, AN ARC DISTANCE OF 377.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE ALONG THE NORTHERLY LINES OF LOTS 32 AND 31 OF SAID TORREY PINES, S85°13'11"E, 193.04 FEET TO THE MOST NORTHEAST CORNER OF SAID LOT 31; THENCE ALONG THE EASTERLY LINE OF SAID LOT 31, S01°28'20"E, 72.49 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 26, S31°49'09"E, 23.75 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 23 OF SAID TORREY PINES; THENCE ALONG THE EASTERLY LINE OF SAID LOT 26, S31°49'09"E, 23.75 FEET TO THE MOST WESTERLY CORNER OF LOT 23 OF SAID TORREY PINES; THENCE ALONG THE NORTHERLY LINES OF LOTS 19 THRU 23, INCLUSIVE, OF SAID TORREY PINES, N58°19'33"E, 327.20 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID TORREY PINES; THENCE ALONG THE WESTERLY LINE OF SAID LOT 8, N06°27'37"E, 178.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SPRAGUE STREET; THENCE ALONG SAID SOUTHERLY LINE AND ALONG THE NORTHERLY LINE OF SAID LOT 8 AND ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING S89°46'15"E, 36.63 FEET, AN ARC DISTANCE OF 36.65 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SPRAGUE STREET AND ALONG THE NORTHERLY LINE OF LOTS 8 THRU 13, INCLUSIVE, OF SAID TORREY PINES, N89°59'54"E, 390.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON THE WESTERLY LINE OF 150TH STREET; THENCE ALONG SAID WESTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 13, S00°00'00"E, 4.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID WESTERLY LINE OF 150TH STREET AND ALONG THE EASTERLY LINE OF SAID LOT 13, S00°00'00"E, 4.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID WESTERLY LINE OF 150TH STREET AND ALONG THE EASTERLY LINE OF SAID LOT 14, S24°52'13"E, 101.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SPAULDING STREET; THENCE ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 14, S57°29'54"W, 8.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID SPAULDING STREET AND ALONG THE SOUTHERLY LINE OF LOTS 14 AND 15 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 290.00 FEET AND A CHORD BEARING S74°10'48"W, 166.48, AN ARC DISTANCE OF 168.88 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SPAULDING STREET THE FOLLOWING FOUR (4) COURSES: (1) ALONG THE SOUTHERLY LINE OF LOTS 15 AND 16 OF SAID TORREY PINES, N89°08'22"W, 70.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (2) ALONG THE SOUTHERLY LINE OF LOTS 18 THRU 22, INCLUSIVE, OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 705.00 FEET AND A CHORD BEARING S74°31'15"W, 398.68 FEET, AN ARC DISTANCE OF 402.11 FEET; (3) ALONG THE SOUTHERLY LINE OF LOTS 24, 36, AND 40 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 1320.00 FEET AND A CHORD BEARING S86°42'32"W, 391.49 FEET, AN ARC DISTANCE OF 392.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 40, SAID POINT BEING ON THE EASTERLY LINE OF 153RD STREET; THENCE ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID LOT 40 THRU 44, INCLUSIVE, OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 1047.50 FEET AND A CHORD BEARING N22°18'45"W, 288.13 FEET, AN ARC DISTANCE OF 289.05 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID 153RD STREET AND ALONG THE WESTERLY LINE OF LOTS 44 AND 45 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 800.00 FEET AND A CHORD BEARING N 37°19'48"W, 136.20 FEET, AN ARC DISTANCE OF 136.55 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.50 ACRES, MORE OR LESS.

DATED THIS 10th DAY OF November, 1995, A.D.



Charles W. Ahern
CHARLES W. AHERN
REGISTERED LAND SURVEYOR L.S. 112

- LEGEND**
- CORNER FOUND
 - (NR) INDICATES NON-RADIAL LINE
 - (50.18) DIMENSIONS IN PARENTHESIS ARE EASEMENT DIMENSIONS



TORREY PINES REPLAT 1

LOTS 1 THRU 31, INCLUSIVE

REPLAT OF LOTS 8 THRU 45, INCLUSIVE, TORREY PINES)

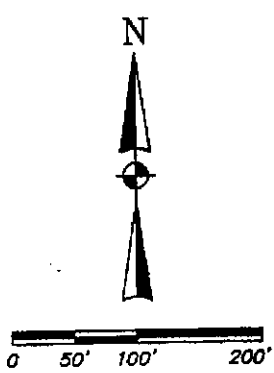
SECTION 2, T15N, R11E OF THE 6TH P.M., DOUGLAS CO

PLAT OF TORREY PINES
THE CORNERS OF ALL LOTS,
SAID PLAT ARE AS FOLLOWS:
ALSO BEING ON THE
CURVING OF A CURVE
PINES AND ALONG SAID
OF SAID LOT 32; THENCE
THENCE ALONG THE
LINES OF LOTS 26
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33°E, 327.29 FEET
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15°E, 36.63 FEET, AN
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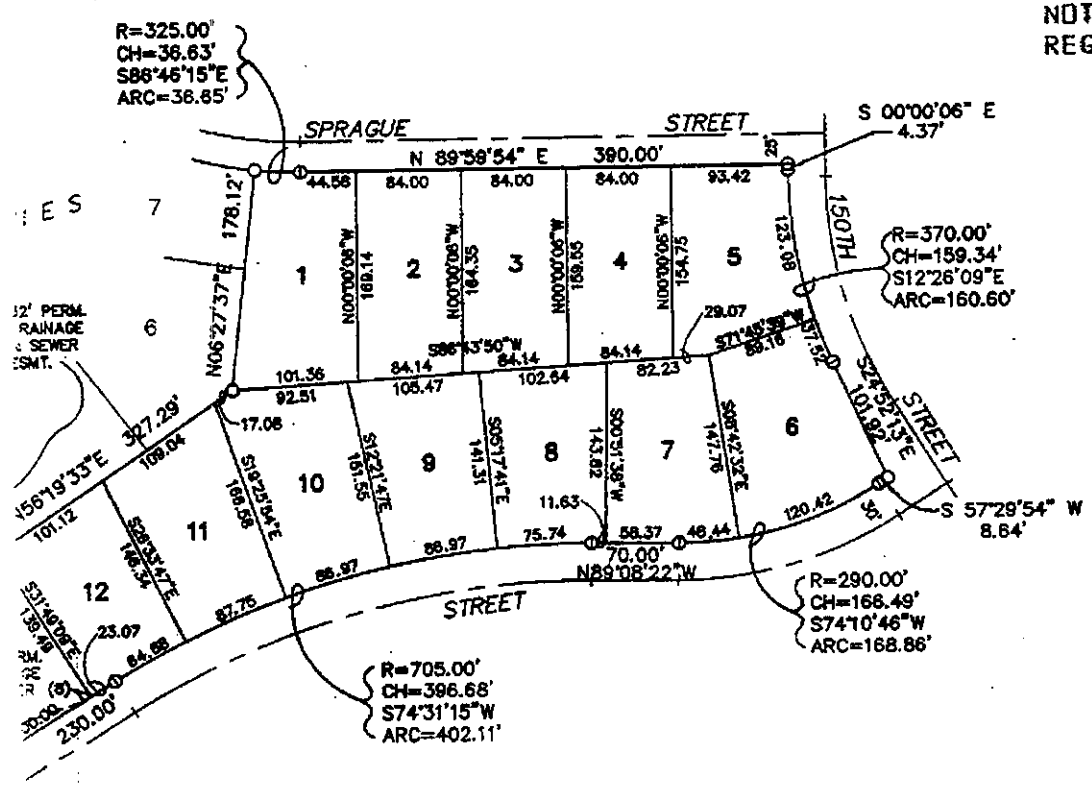
Handwritten notes:
New # MC-38764
MC-38763
Case 104.50
RD
gu

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, BENNINGTON COMPANY, ROBERT
S.I.D. 384 TRUSTEES, OWNERS AND PROP
SUBDIVIDED INTO LOTS AND STREETS, SAID
APPROVE THE DISPOSITION OF THE PROPE
ALSO GRANT THE EASEMENTS SHOWN ON
IN FAVOR OF AND GRANTING TO THE OMA
WITHIN THE BOUNDARIES OF THIS PLAT, A
CABLES OR CONDUITS, POLES WITH NECES
FOR THE CARRYING AND TRANSMISSION OF
PROVIDED BY A CABLE TELEVISION SYSTEM
THE SIDE BOUNDARY LINES OF ALL LOTS;
STRIP OF LAND ABUTTING THE REAR BOUN
EASEMENT WILL BE REDUCED TO AN EIGHT
SHALL BE PLACED IN THE ABOVE DESCRIB
OR LATER INTERFERE WITH THE AFORESAID

IN WITNESS WHEREOF, WE DO HEREBY SET
FOR S.I.D. 384
Robert P. Morgan
ROBERT P. MORGAN, CHAIRMAN
BOARD OF TRUSTEES
Donna M. Nissen
DONNA M. NISSEN, CLERK
BOARD OF TRUSTEES
Marjorie C. Morgan
MARJORIE C. MORGAN



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



ACKNOWLEDGE
STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS
ON THIS 13th DAY OF November
AND FOR SAID COUNTY PERSONALLY CAME
MARJORIE C. MORGAN, GREG L. NISSEN, A
PERSONALLY KNOWN TO ME TO BE THE ID
AFFIXED TO THE INSTRUMENT, AND THEY
TO BE THEIR VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL

COUNTY ENGINEER
THIS PLAT OF TORREY PINES REPLAT 1 W
OFFICE ON THIS 13th DAY OF Nov

CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	42°34'29"	250.00	185.77	97.41	S 47°17'46" E	181.52
C2	02°55'28"	800.00	40.83	20.42	N 27°28'15" W	40.83

APPROVAL OF CI
THIS PLAT OF TORREY PINES REPLAT 1 W
CITY OF OMAHA THIS 13th DAY OF Nov

ES)

COUNTY, NEBRASKA

DEDICATION

SENTS:

NY, ROBERT P. HORGAN, VICE-PRESIDENT, AND ROBERT P. HORGAN, DONNA M. NISSEN, MARJORIE C. HORGAN, GREG L. NISSEN, AND LESLIE M. PETERSON, AND PROPRIETORS, OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE REETS, SAID SUBDIVISION TO BE KNOWN AS TORREY PINES REPLAT 1, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 31, INCLUSIVE), AND WE THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN HEREON AND WE DO SHOWN ON THIS PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM HIS PLAT, AND U S WEST COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR, AND RENEW UNDERGROUND WITH NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, GUYS AND ANCHORS AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE SMITH OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS FOR ALL KINDS INCLUDING SIGNALS SON SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FEET WIDE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS. THE SIXTEEN (16) FEET WIDE O AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS VE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN AFORESAID USES OR RIGHTS HEREIN GRANTED.

HEREBY SET OUR HANDS THIS 10th DAY OF November, 1995 A.D.

Horgan
Nissen
Horgan

GREG L. NISSEN

LESLIE M. PETERSON

ROBERT P. HORGAN, VICE-PRESIDENT
BENNINGTON COMPANY

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

ON THIS 10th DAY OF November, 1995 A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED DONNA M. NISSEN, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT, AND SHE ACKNOWLEDGES THE EXECUTION THEREFORE TO BE HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



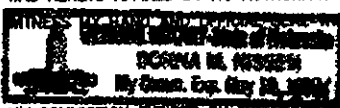
NOTARY PUBLIC

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CORPORATION ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

ON THIS 10th DAY OF Nov, 1995 A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED ROBERT P. HORGAN, VICE-PRESIDENT, BENNINGTON COMPANY, A NEBRASKA CORPORATION, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT AS VICE-PRESIDENT OF SAID CORPORATION, AND HE ACKNOWLEDGES THE EXECUTION THEREFORE TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY ITS AUTHORITY.



LAST DATE AFORESAID.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 10/22 DAY OF May, 1999 A.D.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF TORREY PINES REPLAT 1 (LOTS 1 THRU 31, INCLUSIVE) AS TO THE DESIGN STANDARDS THIS 14 DAY OF December, 1995 A.D.

Roy L. Shumann
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE THIS 29 DAY OF February, 1996 A.D.

Roy L. Shumann
CITY ENGINEER

OMAHA CITY COUNCIL ACCEPTANCE

THIS PLAT OF TORREY PINES REPLAT 1 WAS APPROVED AND ACCEPTED BY THE

ACKNOWLEDGEMENT

ON THIS 10th DAY OF November, 1995 A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED ROBERT P. HORGAN, NISSEN, AND LESLIE M. PETERSON, WHO ARE BE THE IDENTICAL PERSONS WHOSE NAMES ARE AND THEY ACKNOWLEDGE THE EXECUTION THEREFORE AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 10/22 DAY OF May, 1999 A.D.

ENGINEER'S CERTIFICATE

PLAT 1 WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S

November, 1995 A.D.
Roy L. Shumann
COUNTY ENGINEER
NEBRASKA

AL OF CITY PLANNING BOARD

PLAT 1 WAS APPROVED BY THE CITY PLANNING BOARD OF THE OF December, 1995 A.D.

Orin L. Spence
CHAIRMAN

PART OF THE SW 1/4 OF SECTION

SURVEYOR'S CERTIFICATE

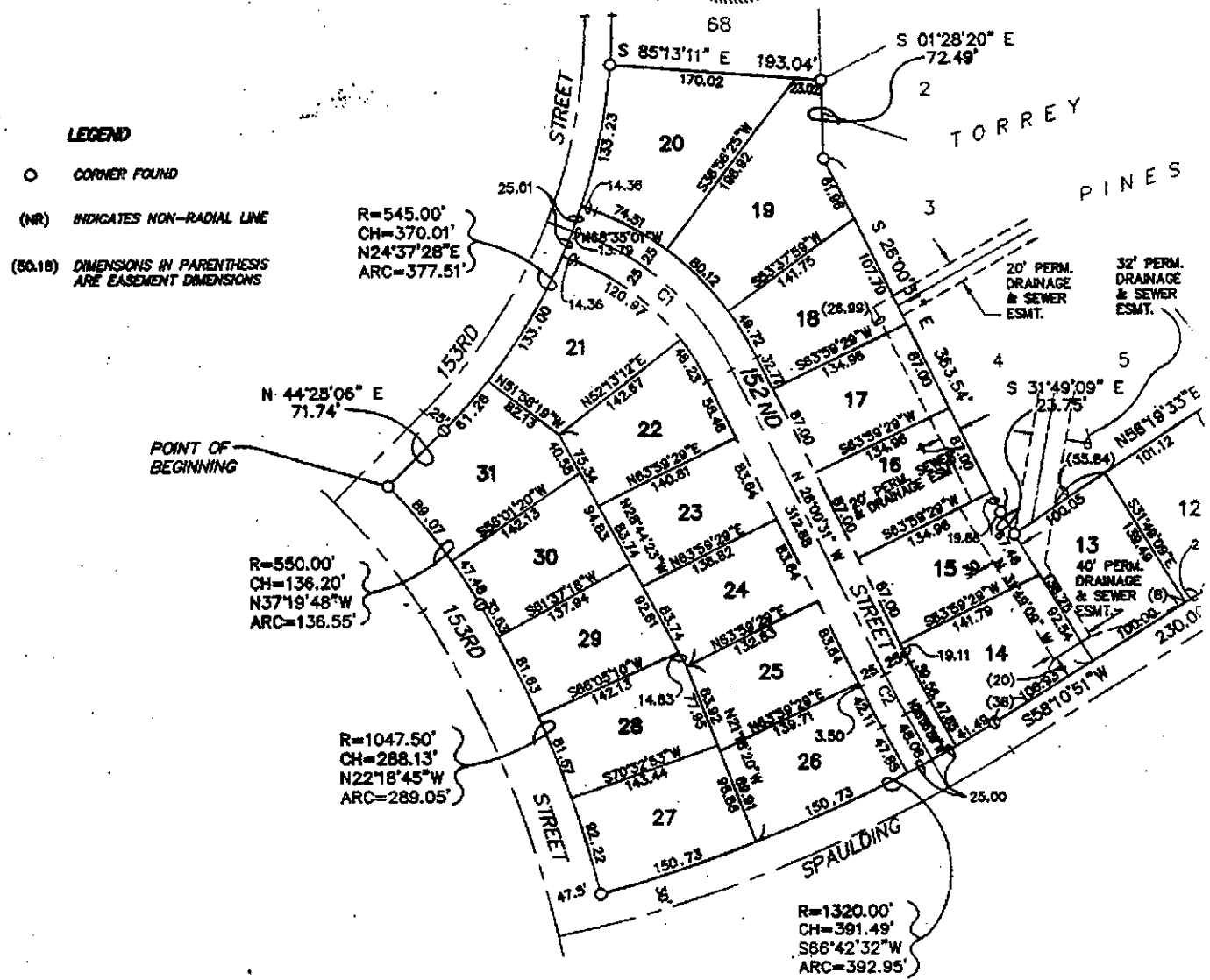
I, CHARLES W. AHERN, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF TO REPLAT 1, HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE INSTALLED PERMANENT IRON PINS (5/8-INCH X 24-INCH REBAR) AT THE CORNER STREETS, ANGLE POINTS, AND THE TERMINAL POINTS OF ALL CURVES, AS SHOWN ON THIS PLAT OF TORREY PINES REPLAT 1, THE LIMITS AND BOUNDARIES OF SAID PLAT 1

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 45, TORREY PINES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, SAID POINT ALSO BEING EASTERLY LINE OF 153RD STREET; THENCE ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID LOT 45, N44°28'06"E, 71.74 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 545.00 FEET AND A CHORD BEARING N24°37'28"E, 370.01 FEET, AN ARC DISTANCE OF 377.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINES OF LOTS 32 AND 31 OF SAID TORREY PINES, S85°15'11"E, 193.04 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 31; THENCE ALONG THE EASTERLY LINE OF SAID LOT 31, S01°28'20"E, 72.49 FEET TO THE MOST NORTHERLY CORNER OF LOT 30 OF SAID TORREY PINES; THENCE ALONG THE EASTERLY LINES OF LOTS 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, INCLUSIVE, OF SAID TORREY PINES, S28°00'31"E, 363.54 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 28, S31°49'09"E, 23.75 FEET TO THE WESTERLY CORNER OF LOT 23 OF SAID TORREY PINES; THENCE ALONG THE NORTHERLY LINES OF LOTS 19 THRU 23, INCLUSIVE, OF SAID TORREY PINES, N56°19'33"E, 327.2 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID TORREY PINES; THENCE ALONG THE WESTERLY LINE OF SAID LOT 8, N06°27'37"E, 178.12 FEET TO THE NORTHWEST CORNER OF LOT 8, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SPRAGUE STREET; THENCE ALONG THE SOUTHERLY LINE AND ALONG THE NORTHERLY LINE OF SAID LOT 8 AND ALONG SAID CURVE, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING S86°46'15"E, 38.63 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SPRAGUE STREET AND ALONG THE NORTHERLY LINE OF LOTS 8 THRU 13, INCLUSIVE, OF TORREY PINES, N86°59'54"E, 300.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON THE WESTERLY LINE OF 150TH STREET; THENCE ALONG THE WESTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 13, S00°00'00"E, 4.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID LINE OF 150TH STREET AND ALONG THE EASTERLY LINE OF LOTS 13 AND 14 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING S12°28'09"E, 159.34 FEET, AN ARC DISTANCE OF 160.80 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE OF 150TH STREET AND ALONG THE EASTERLY LINE OF SAID LOT 14, S24°52'15"E, 101.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SPAULDING STREET; THENCE ALONG THE NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 14, S87°29'54"W, 8.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID SPAULDING STREET AND ALONG THE SOUTHERLY LINE OF LOTS 14 AND 15 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 290.00 FEET AND A CHORD BEARING S74°10'46"W, 188.48 FEET, AN ARC DISTANCE OF 168.88 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SPAULDING STREET TO FOLLOWING FOUR (4) COURSES: (1) ALONG THE SOUTHERLY LINE OF LOTS 15 AND 16 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 705.00 FEET AND A CHORD BEARING S74°31'15"W, 396.88 FEET, AN ARC DISTANCE OF 402.11 FEET; (2) ALONG THE SOUTHERLY LINE OF LOTS 22 THRU 24, INCLUSIVE, OF SAID TORREY PINES, S58°10' BEARING S74°31'15"W, 396.88 FEET, AN ARC DISTANCE OF 402.11 FEET; (3) ALONG THE SOUTHERLY LINE OF LOTS 24, 30, AND 40 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 1320.00 FEET AND A CHORD BEARING S86°42'32"W, 391.49 FEET, AN ARC DISTANCE OF 392.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 40, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF LOTS 40 THRU 44, INCLUSIVE, OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 1047.5 FEET AND A CHORD BEARING N22°18'45"W, 288.13 FEET, AN ARC DISTANCE OF 289.05 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID 153RD STREET AND ALONG THE WESTERLY LINE OF LOTS 44 AND 45 OF SAID TORREY PINES AND ALONG SAID CURVE, HAVING A RADIUS OF 550.00 FEET AND A CHORD BEARING N 37°19'48"W, 136.20 FEET, AN ARC DISTANCE OF 136.55 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.50 ACRES, MORE OR LESS.

DATED THIS 10th DAY OF November, 1995, A.D.



Charles W. Ahern
CHARLES W. AHERN
REGISTERED LAND SURVEYOR LS. 112



SECTION 2, T15N, R11E OF THE 6TH P.M., DOUGLAS CO

AT OF TORREY PINES
E CORNERS OF ALL LOTS,
D PLAT ARE AS FOLLOWS:

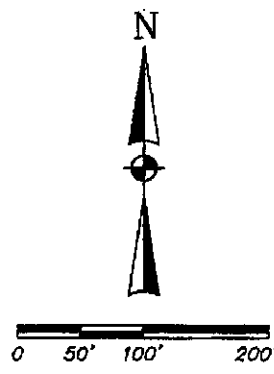
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SS8°10'51"W,
CURVE, HAVING
POINT BEING ON
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SS8.13 FEET, AN
AND ALONG THE
6.20 FEET, AN

New #
MC-38764
H
2240
Case 104.50
PD
MC-38763

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, BENNINGTON COMPANY, ROBERT P.
S.I.D. 384 TRUSTEES, OWNERS AND PROPRIETORS
SUBDIVIDED INTO LOTS AND STREETS, SAID S
APPROVE THE DISPOSITION OF THE PROPERTY
ALSO GRANT THE EASEMENTS SHOWN ON TH
IN FAVOR OF AND GRANTING TO THE OMAHA
WITHIN THE BOUNDARIES OF THIS PLAT, AND
CABLES OR CONDUITS, POLES WITH NECESSAR
FOR THE CARRYING AND TRANSMISSION OF E
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EASEMENT WILL BE REDUCED TO AN EIGHT (8
SHALL BE PLACED IN THE ABOVE DESCRIBED U
OR LATER INTERFERE WITH THE AFORESAID U:

IN WITNESS WHEREOF, WE DO HEREBY SET O
FOR S.I.D. 384

Robert P. Horgan
ROBERT P. HORGAN, CHAIRMAN
BOARD OF TRUSTEES
Donna M. Nissen
DONNA M. NISSEN, CLERK
BOARD OF TRUSTEES
Marjorie C. Horgan
MARJORIE C. HORGAN



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

ACKNOWLEDG

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS
ON THIS 13 DAY OF November 1993
AND FOR SAID COUNTY PERSONALLY CAME
MARJORIE C. HORGAN, GREG L. NISSEN, AND
PERSONALLY KNOWN TO ME TO BE THE IDENT
AFFIXED TO THE INSTRUMENT, AND THEY AC
TO BE THEIR VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL, THE L

COUNTY CLERK

COUNTY ENGINEER'S

THIS PLAT OF TORREY PINES REPLAT 1 WAS F
OFFICE ON THIS 13 DAY OF November
Bu
CC

APPROVAL OF CITY

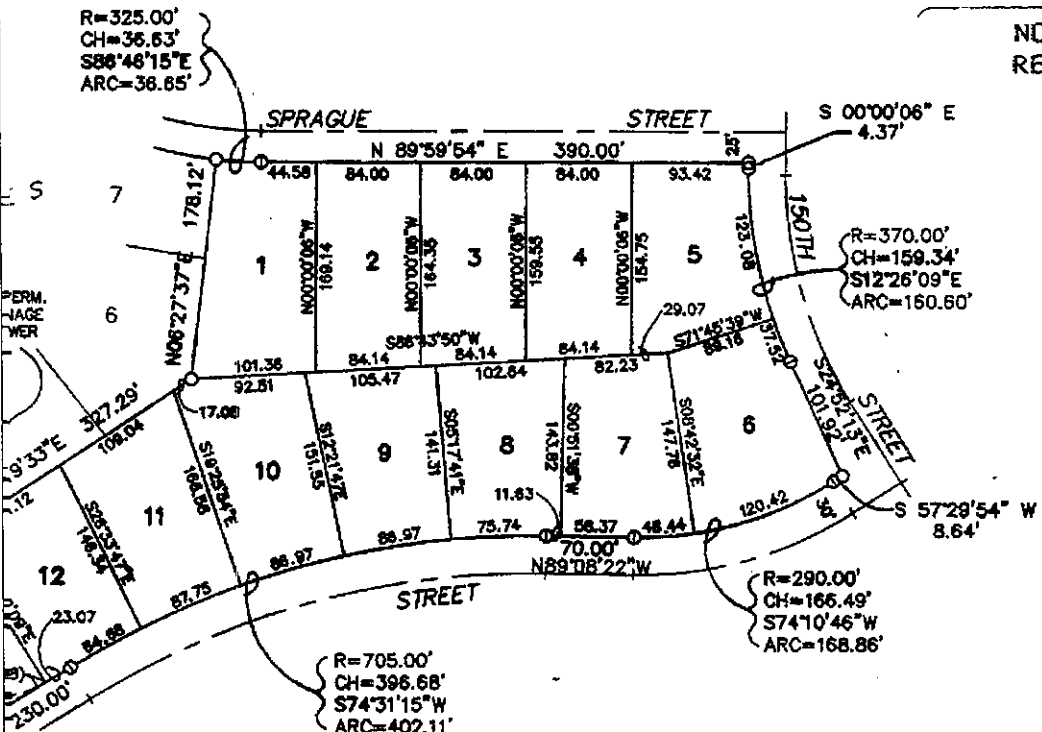
THIS PLAT OF TORREY PINES REPLAT 1 WAS A
CITY OF OMAHA THIS 4 DAY OF December

COUNTY TRE:

**KIRKHAM
MICHAEL**
CONSULTING ENGINEERS
9110 WEST DODGE ROAD, P.O. BOX 24129, OMAHA, NEBRASKA 68124
(402) 393-5630 FAX (402) 255-3850



THIS IS TO CERTIFY THAT I FIND NO REGULAR
PROPERTY DESCRIBED IN THE SURVEYOR'S CER
THE RECORDS OF THIS OFFICE.
DATED THIS 28 DAY OF Feb



CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	42°34'29"	250.00	185.77	97.41	S 47°17'46" E	181.52
C2	02°55'28"	800.00	40.83	20.42	N 27°28'15" W	40.83

45 COUNTY, NEBRASKA

DEDICATION

THESE PRESENTS:

TON COMPANY, ROBERT P. HORGAN, VICE-PRESIDENT, AND ROBERT P. HORGAN, DONNA M. NISSEN, MARJORIE C. HORGAN, GREG L. NISSEN, AND LESLIE M. PETERSON, S, OWNERS AND PROPRIETORS, OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE LOTS AND STREETS, SAID SUBDIVISION TO BE KNOWN AS TORREY PINES REPLAT 1, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 31, INCLUSIVE), AND WE POSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN HEREON AND WE DO EASEMENTS SHOWN ON THIS PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT GRANTING TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM WARES OF THIS PLAT, AND U S WEST COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR, AND RENEW UNDERGROUND TS, POLES WITH NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, GUYS AND ANCHORS AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE E-AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS FOR ALL KINDS INCLUDING SIGNALS SLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND Y LINES OF ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FEET WIDE BUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS. THE SIXTEEN (16) FEET WIDE REDUCED TO AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN RE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

OF, WE DO HEREBY SET OUR HANDS THIS 10th DAY OF November, 1995 A.D.

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

ON THIS 10th DAY OF November, 1995 A.D., BEFORE ME A NOTARY PUBLIC AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED DONNA M. NISSEN, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT, AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



NOTARY PUBLIC

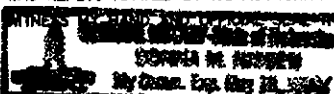
MY COMMISSION EXPIRES ON THE 1st DAY OF April, 1999 A.D.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CORPORATION ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

ON THIS 10th DAY OF Nov, 1995 A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED ROBERT P. HORGAN, VICE-PRESIDENT, BENNINGTON COMPANY, A NEBRASKA CORPORATION, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT AS VICE-PRESIDENT OF SAID CORPORATION, AND HE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY ITS AUTHORITY.



LAST DATE AFORESAID.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 1st DAY OF MAY, 1999 A.D.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF TORREY PINES REPLAT 1 (LOTS 1 THRU 31, INCLUSIVE) AS TO THE DESIGN STANDARDS THIS 14 DAY OF December, 1995 A.D.

Rory Schumann
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPT 53 OF THE OMAHA MUNICIPAL CODE THIS 29 DAY OF February, 1996 A.D.

Rory Schumann
CITY ENGINEER

COUNTY ENGINEER'S CERTIFICATE

REPLAT 1 WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S



APPROVAL OF CITY PLANNING BOARD

REPLAT 1 WAS APPROVED BY THE CITY PLANNING BOARD OF THE

DAY OF December, 1995 A.D.

Don L Spence
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE

OF Feb, 1996 A.D.

Donna M. Haney
COUNTY TREASURER

OMAHA CITY COUNCIL ACCEPTANCE

THIS PLAT OF TORREY PINES REPLAT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF February, 1996 A.D.

Hal Davis
MAYOR

John J. ...
CITY CLERK

John J. ...
CITY COUNCIL PRESIDENT

SHEET 1 OF
KMB9207



2016 601 DEED



12642 95 601-607

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INDEXING

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RECEIVED

OCT 20 4 01 PM '95

GEORGE J. CLEWICK
REGISTERED DEEDS
DOUGLAS COUNTY, NE

12642 #

FEE 12550	R	FB
DEL.	C/O Y	COMP
LEGAL PG	SCAN	TV

DEDICATION

KNOW ALL MEN BY THESE PRESENTS

THAT WE, BENNINGTON COMPANY, USA TRAMMER, PRESIDENT, AND ROBERT P. MORGAN, DONNA M. NISSEN, MARJORIE C. MORGAN, GREG L. NISSEN, AND LESLIE M. PETERSON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, SAID SUBDIVISION TO BE KNOWN AS TORREY PINES, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 172) HEREON, AND WE DO ALSO THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN HEREON AND WE DO ALSO THE EASEMENTS SHOWN ON THIS PLAT TO THE ADDRESSES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED, WE DO FURTHER GRANT A PERPETUAL EASEMENT IN FAVOR OF AND GRANTING TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT, AND U.S. WEST COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR, AND REMOVE UNDERGROUND CABLES OR CONDUITS, POLES WITH NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, GUYS AND ANCHORS AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS FOR ALL WIRE INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEIPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND THE SIDE BOUNDARY LINES OF ALL LOTS, AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A TEN (10) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PREVIOUSLY PLATTED AND RECORDED LOTS, THE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR, AND REMOVE PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER, AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING ALL STREETS, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER IN THE ABOVE DESCRIBED EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARDEN, SWIMMING, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED. WE ALSO GRANT TO OMAHA PUBLIC POWER DISTRICT A FIFTY (50) FEET WIDE PERPETUAL EASEMENT, PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2-16-11, OVER OUTLOTS A, B AND C.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 11th DAY OF OCTOBER, 1993, A.D.

FOR SAID:

Robert P. Morgan
ROBERT P. MORGAN, CHAIRMAN
BOARD OF TRUSTEES

Donna M. Nissen
DONNA M. NISSEN, CLERK
BOARD OF TRUSTEES

Marjorie C. Morgan
MARJORIE C. MORGAN

GREG L. NISSEN
GREG L. NISSEN

Leslie M. Peterson
LESLIE M. PETERSON

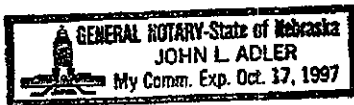
USA TRAMMER
USA TRAMMER, PRESIDENT
BENNINGTON COMPANY

ACKNOWLEDGEMENT

STATE OF NEBRASKA } SS
COUNTY OF DOUGLAS }

ON THIS 11th DAY OF OCTOBER, 1993, A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED ROBERT P. MORGAN, DONNA M. NISSEN, MARJORIE C. MORGAN, GREG L. NISSEN, AND LESLIE M. PETERSON, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT, AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.
John L. Adler
NOTARY PUBLIC
MY COMMISSION EXPIRES ON THE 17th DAY OF Oct., 1997, A.D.



CORPORATION ACKNOWLEDGEMENT

STATE OF NEBRASKA } SS
COUNTY OF DOUGLAS }

ON THIS 11th DAY OF OCTOBER, 1993, A.D., BEFORE ME, A NOTARY IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED USA TRAMMER, PRESIDENT, BENNINGTON COMPANY, A NEBRASKA CORPORATION, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT, AND SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED AS SUCH OFFICER AND ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY ITS AUTHORITY.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.
Donna M. Nissen
NOTARY PUBLIC
MY COMMISSION EXPIRES ON THE 17th DAY OF MAY, 1995, A.D.



APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAT OF TORREY PINES (LOTS 1 THRU 172) HEREON, AND A, B, C AND D) AS TO THE DESIGN STANDARDS THIS 11th DAY OF January, 1994.

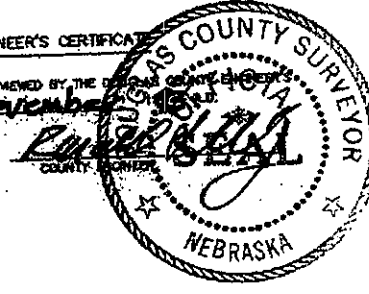
Ray L. Shuman
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPANIES 1-33 OF THE OMAHA MUNICIPAL CODE THIS 17th DAY OF October, 1993.

Ray L. Shuman
CITY ENGINEER

COUNTY ENGINEER'S CERTIFICATE

THIS PLAT OF TORREY PINES WAS REVIEWED BY THE COUNTY ENGINEER'S OFFICE ON THIS 23rd DAY OF November, 1993, A.D.



APPROVAL OF CITY PLANNING BOARD

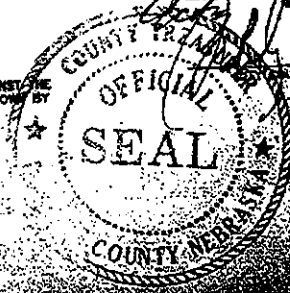
THIS PLAT OF TORREY PINES WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA THIS 30th DAY OF November, 1993, A.D.

Kathleen T. Joffe
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATED THIS 12th DAY OF Oct., 1993, A.D.
David M. Hansen

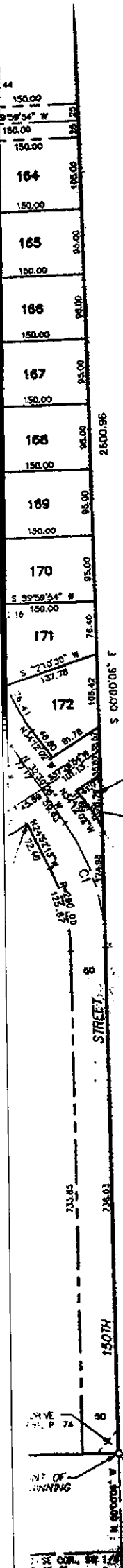


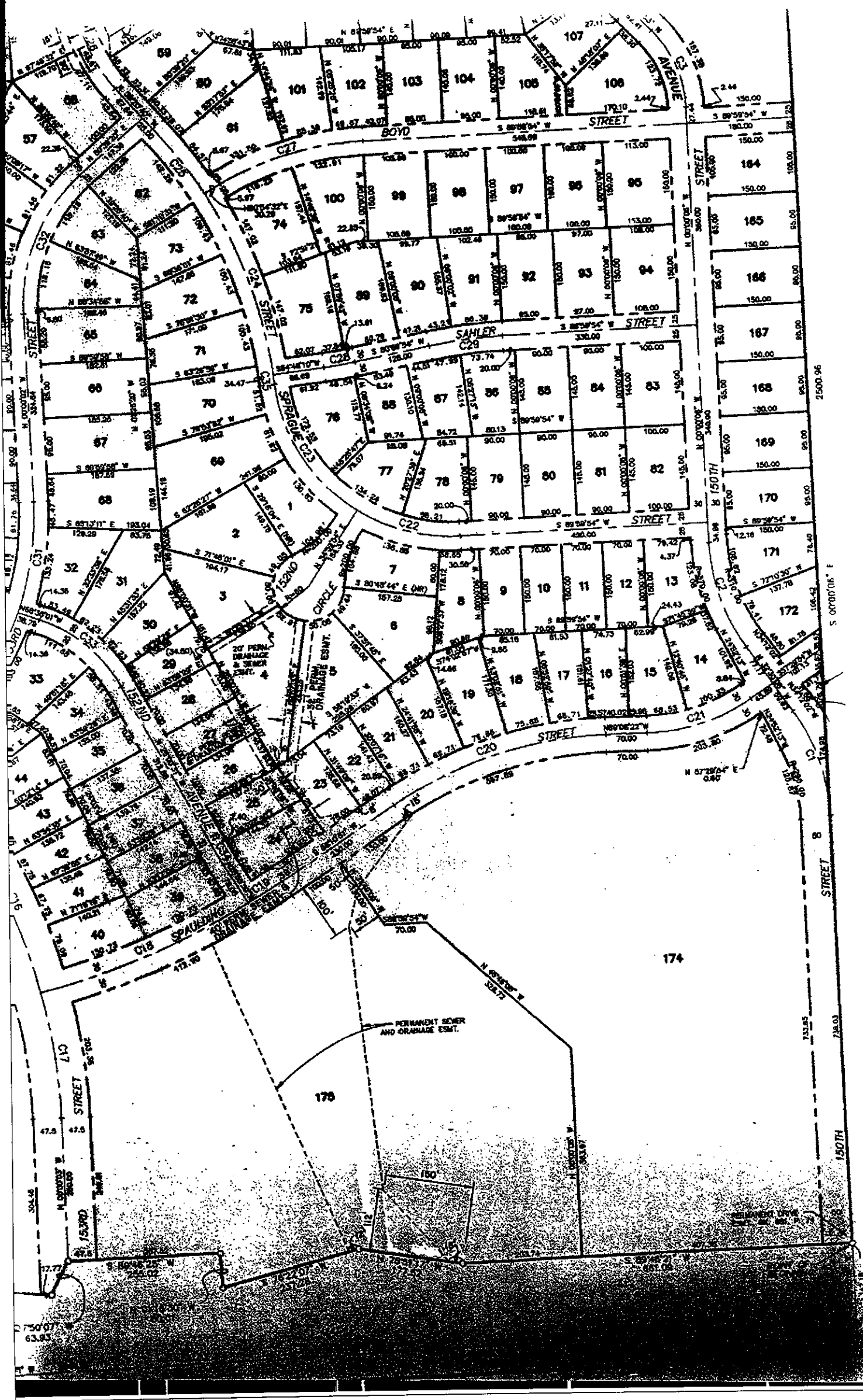
OMAHA CITY COUNCIL ACCEPTANCE

THIS PLAT OF TORREY PINES WAS APPROVED AND ACCEPTED BY THE CITY OF OMAHA THIS 11th DAY OF October, 1993.



KRM





A. 1990-1991		B. 1991-1992		C. 1992-1993		D. 1993-1994		E. 1994-1995		F. 1995-1996		G. 1996-1997		H. 1997-1998		I. 1998-1999		J. 1999-2000		K. 2000-2001		L. 2001-2002		M. 2002-2003		N. 2003-2004		O. 2004-2005		P. 2005-2006		Q. 2006-2007		R. 2007-2008		S. 2008-2009		T. 2009-2010		U. 2010-2011		V. 2011-2012		W. 2012-2013		X. 2013-2014		Y. 2014-2015		Z. 2015-2016		AA. 2016-2017		AB. 2017-2018		AC. 2018-2019		AD. 2019-2020		AE. 2020-2021		AF. 2021-2022		AG. 2022-2023		AH. 2023-2024		AI. 2024-2025		AJ. 2025-2026		AK. 2026-2027		AL. 2027-2028		AM. 2028-2029		AN. 2029-2030		AO. 2030-2031		AP. 2031-2032		AQ. 2032-2033		AR. 2033-2034		AS. 2034-2035		AT. 2035-2036		AU. 2036-2037		AV. 2037-2038		AW. 2038-2039		AX. 2039-2040		AY. 2040-2041		AZ. 2041-2042		BA. 2042-2043		BB. 2043-2044		BC. 2044-2045		BD. 2045-2046		BE. 2046-2047		BF. 2047-2048		BG. 2048-2049		BH. 2049-2050		BI. 2050-2051		BJ. 2051-2052		BK. 2052-2053		BL. 2053-2054		BM. 2054-2055		BN. 2055-2056		BO. 2056-2057		BP. 2057-2058		BQ. 2058-2059		BR. 2059-2060		BS. 2060-2061		BT. 2061-2062		BU. 2062-2063		BV. 2063-2064		BW. 2064-2065		BX. 2065-2066		BY. 2066-2067		BZ. 2067-2068		CA. 2068-2069		CB. 2069-2070		CC. 2070-2071		CD. 2071-2072		CE. 2072-2073		CF. 2073-2074		CG. 2074-2075		CH. 2075-2076		CI. 2076-2077		CJ. 2077-2078		CK. 2078-2079		CL. 2079-2080		CM. 2080-2081		CN. 2081-2082		CO. 2082-2083		CP. 2083-2084		CQ. 2084-2085		CR. 2085-2086		CS. 2086-2087		CT. 2087-2088		CU. 2088-2089		CV. 2089-2090		CW. 2090-2091		CX. 2091-2092		CY. 2092-2093		CZ. 2093-2094		DA. 2094-2095		DB. 2095-2096		DC. 2096-2097		DD. 2097-2098		DE. 2098-2099		DF. 2099-2100		DG. 2100-2101		DH. 2101-2102		DI. 2102-2103		DJ. 2103-2104		DK. 2104-2105		DL. 2105-2106		DM. 2106-2107		DN. 2107-2108		DO. 2108-2109		DP. 2109-2110		DQ. 2110-2111		DR. 2111-2112		DS. 2112-2113		DT. 2113-2114		DU. 2114-2115		DV. 2115-2116		DW. 2116-2117		DX. 2117-2118		DY. 2118-2119		DZ. 2119-2120		EA. 2120-2121		EB. 2121-2122		EC. 2122-2123		ED. 2123-2124		EE. 2124-2125		EF. 2125-2126		EG. 2126-2127		EH. 2127-2128		EI. 2128-2129		EJ. 2129-2130		EK. 2130-2131		EL. 2131-2132		EM. 2132-2133		EN. 2133-2134		EO. 2134-2135		EP. 2135-2136		EQ. 2136-2137		ER. 2137-2138		ES. 2138-2139		ET. 2139-2140		EU. 2140-2141		EV. 2141-2142		EW. 2142-2143		EX. 2143-2144		EY. 2144-2145		EZ. 2145-2146		FA. 2146-2147		FB. 2147-2148		FC. 2148-2149		FD. 2149-2150		FE. 2150-2151		FF. 2151-2152		FG. 2152-2153		FH. 2153-2154		FI. 2154-2155		FJ. 2155-2156		FK. 2156-2157		FL. 2157-2158		FM. 2158-2159		FN. 2159-2160		FO. 2160-2161		FP. 2161-2162		FQ. 2162-2163		FR. 2163-2164		FS. 2164-2165		FT. 2165-2166		FU. 2166-2167		FV. 2167-2168		FW. 2168-2169		FX. 2169-2170		FY. 2170-2171		FZ. 2171-2172		GA. 2172-2173		GB. 2173-2174		GC. 2174-2175		GD. 2175-2176		GE. 2176-2177		GF. 2177-2178		GG. 2178-2179		GH. 2179-2180		GI. 2180-2181		GJ. 2181-2182		GK. 2182-2183		GL. 2183-2184		GM. 2184-2185		GN. 2185-2186		GO. 2186-2187		GP. 2187-2188		GQ. 2188-2189		GR. 2189-2190		GS. 2190-2191		GT. 2191-2192		GU. 2192-2193		GV. 2193-2194		GW. 2194-2195		GX. 2195-2196		GY. 2196-2197		GZ. 2197-2198		HA. 2198-2199		HB. 2199-2200		HC. 2200-2201		HD. 2201-2202		HE. 2202-2203		HF. 2203-2204		HG. 2204-2205		HH. 2205-2206		HI. 2206-2207		HJ. 2207-2208		HK. 2208-2209		HL. 2209-2210		HM. 2210-2211		HN. 2211-2212		HO. 2212-2213		HP. 2213-2214		HQ. 2214-2215		HR. 2215-2216		HS. 2216-2217		HT. 2217-2218		HU. 2218-2219		HV. 2219-2220		HW. 2220-2221		HX. 2221-2222		HY. 2222-2223		HZ. 2223-2224		IA. 2224-2225		IB. 2225-2226		IC. 2226-2227		ID. 2227-2228		IE. 2228-2229		IF. 2229-2230		IG. 2230-2231		IH. 2231-2232		II. 2232-2233		IJ. 2233-2234		IK. 2234-2235		IL. 2235-2236		IM. 2236-2237		IN. 2237-2238		IO. 2238-2239		IP. 2239-2240		IQ. 2240-2241		IR. 2241-2242		IS. 2242-2243		IT. 2243-2244		IU. 2244-2245		IV. 2245-2246		IW. 2246-2247		IX. 2247-2248		IY. 2248-2249		IZ. 2249-2250		JA. 2250-2251		JB. 2251-2252		JC. 2252-2253		JD. 2253-2254		JE. 2254-2255		JF. 2255-2256		JG. 2256-2257		JH. 2257-2258		JI. 2258-2259		JJ. 2259-2260		JK. 2260-2261		JL. 2261-2262		JM. 2262-2263		JN. 2263-2264		JO. 2264-2265		JP. 2265-2266		JQ. 2266-2267		JR. 2267-2268		JS. 2268-2269		JT. 2269-2270		JU. 2270-2271		JV. 2271-2272		JW. 2272-2273		JX. 2273-2274		JY. 2274-2275		JZ. 2275-2276		KA. 2276-2277		KB. 2277-2278		KC. 2278-2279		KD. 2279-2280		KE. 2280-2281		KF. 2281-2282		KG. 2282-2283		KH. 2283-2284		KI. 2284-2285		KJ. 2285-2286		KK. 2286-2287		KL. 2287-2288		KM. 2288-2289		KN. 2289-2290		KO. 2290-2291		KP. 2291-2292		KQ. 2292-2293		KR. 2293-2294		KS. 2294-2295		KT. 2295-2296		KU. 2296-2297		KV. 2297-2298		KW. 2298-2299		KX. 2299-2300		KY. 2300-2301		KZ. 2301-2302		LA. 2302-2303		LB. 2303-2304		LC. 2304-2305		LD. 2305-2306		LE. 2306-2307		LF. 2307-2308		LG. 2308-2309		LH. 2309-2310		LI. 2310-2311		LJ. 2311-2312		LK. 2312-2313		LL. 2313-2314		LM. 2314-2315		LN. 2315-2316		LO. 2316-2317		LP. 2317-2318		LQ. 2318-2319		LR. 2319-2320		LS. 2320-2321		LT. 2321-2322		LU. 2322-2323		LV. 2323-2324		LW. 2324-2325		LX. 2325-2326		LY. 2326-2327		LZ. 2327-2328		MA. 2328-2329		MB. 2329-2330		MC. 2330-2331		MD. 2331-2332		ME. 2332-2333		MF. 2333-2334		MG. 2334-2335		MH. 2335-2336		MI. 2336-2337		MJ. 2337-2338		MK. 2338-2339		ML. 2339-2340		MN. 2340-2341		MO. 2341-2342		MP. 2342-2343		MQ. 2343-2344		MR. 2344-2345		MS. 2345-2346		MT. 2346-2347		MU. 2347-2348		MV. 2348-2349		MW. 2349-2350		MX. 2350-2351		MY. 2351-2352		MZ. 2352-2353		NA. 2353-2354		NB. 2354-2355		NC. 2355-2356		ND. 2356-2357		NE. 2357-2358		NF. 2358-2359		NG. 2359-2360		NH. 2360-2361		NI. 2361-2362		NJ. 2362-2363		NK. 2363-2364		NL. 2364-2365		NM. 2365-2366		NN. 2366-2367		NO. 2367-2368		NP. 2368-2369		NQ. 2369-2370		NR. 2370-2371		NS. 2371-2372		NT. 2372-2373		NU. 2373-2374		NV. 2374-2375		NW. 2375-2376		NX. 2376-2377		NY. 2377-2378		NZ. 2378-2379		OA. 2379-2380		OB. 2380-2381		OC. 2381-2382		OD. 2382-2383		OE. 2383-2384		OF. 2384-2385		OG. 2385-2386		OH. 2386-2387		OI. 2387-2388		OJ. 2388-2389		OK. 2389-2390		OL. 2390-2391		OM. 2391-2392		ON. 2392-2393		OO. 2393-2394		OP. 2394-2395		OQ. 2395-2396		OR. 2396-2397		OS. 2397-2398		OT. 2398-2399		OU. 2399-2400		OV. 2400-2401		OW. 2401-2402		OX. 2402-2403		OY. 2403-2404		OZ. 2404-2405		PA. 2405-2406		PB. 2406-2407		PC. 2407-2408		PD. 2408-2409		PE. 2409-2410		PF. 2410-2411		PG. 2411-2412		PH. 2412-2413		PI. 2413-2414		PJ. 2414-2415		PK. 2415-2416		PL. 2416-2417		PM. 2417-2418		PN. 2418-2419		PO. 2419-2420		PP. 2420-2421		PQ. 2421-2422		PR. 2422-2423		PS. 2423-2424		PT. 2424-2425		PU. 2425-2426		PV. 2426-2427		PW. 2427-2428		PX. 2428-2429		PY. 2429-2430		PZ. 2430-2431		QA. 2431-2432		QB. 2432-2433		QC. 2433-2434		QD. 2434-2435		QE. 2435-2436		QF. 2436-2437		QG. 2437-2438		QH. 2438-2439		QI. 2439-2440		QJ. 2440-2441		QK. 2441-2442		QL. 2442-2443		QM. 2443-2444		QN. 2444-2445		QO. 2445-2446		QP. 2446-2447		QQ. 2447-2448		QR. 2448-2449		QS. 2449-2450		QT. 2450-2451		QU. 2451-2452		QV. 2452-2453		QW. 2453-2454		QX. 2454-2455		QY. 2455-2456		QZ. 2456-2457		RA. 2457-2458		RB. 2458-2459		RC. 2459-2460		RD. 2460-2461		RE. 2461-2462		RF. 2462-2463		RG. 2463-2464		RH. 2464-2465		RI. 2465-2466		RJ. 2466-2467		RK. 2467-2468		RL. 2468-2469		RM. 2469-2470		RN. 2470-2471		RO. 2471-2472		RP. 2472-2473		RQ. 2473-2474		RR. 2474-2475		RS. 2475-2476		RT. 2476-2477		RU. 2477-2478		RV. 2478-2479		RW. 2479-2480		RX. 2480-2481		RY. 2481-2482		RZ. 2482-2483		SA. 2483-2484		SB. 2484-2485		SC. 2485-2486		SD. 2486-2487		SE. 2487-2488		SF. 2488-2489		SG. 2489-2490		SH. 2490-2491		SI. 2491-2492		SJ. 2492-2493		SK. 2493-2494		SL. 2494-2495		SM. 2495-2496		SN. 2496-2497		SO. 2497-2498		SP. 2498-2499		SQ. 2499-2500		SR. 2500-2501		SS. 2501-2502		ST. 2502-2503		SU. 2503-2504		SV. 2504-2505		SW. 2505-2506		SX. 2506-2507		SY. 2507-2508		SZ. 2508-2509		TA. 2509-2510		TB. 2510-2511		TC. 2511-2512		TD. 2512-2513		TE. 2513-2514		TF. 2514-2515		TG. 2515-2516		TH. 2516-2517		TI. 2517-2518		TJ. 2518-2519		TK. 2519-2520		TL. 2520-2521		TM. 2521-2522		TN. 2522-2523		TO. 2523-2524		TP. 2524-2525		TQ. 2525-2526		TR. 2526-2527		TS. 2527-2528		TT. 2528-2529		TU. 2529-2530		TV. 2530-2531		TW. 2531-2532		TX. 2532-2533		TY. 2533-2534		TZ. 2534-2535		UA. 2535-2536		UB. 2536-2537		UC. 2537-2538		UD. 2538-2539		UE. 2539-2540		UF. 2540-2541		UG. 2541-2542		UH. 2542-2543		UI. 2543-2544		UJ. 2544-2545		UK. 2545-2546		UL. 2546-2547		UM. 2547-2548		UN. 2548-2549		UO. 2549-2550		UP. 2550-2551		UQ. 2551-2552		UR. 2552-2553		US. 2553-2554		UT. 2554-2555		UU. 2555-2556		UV. 2556-2557		UW. 2557-2558		UX. 2558-2559		UY. 2559-2560		UZ. 2560-2561		VA. 2561-2562		VB. 2562-2563		VC. 2563-2564		VD. 2564-2565		VE. 2565-2566		VF. 2566-2567		VG. 2567-2568		VH. 2568-2569		VI. 2569-2570		VJ. 2570-2571		VK. 2571-2572		VL. 2572-2573		VM. 2573-2574		VN. 2574-2575		VO. 2575-2576		VP. 2576-2577		VQ. 2577-2578		VR. 2578-2579		VS. 2579-2580		VT. 2580-2581		VU. 2581-2582		VV. 2582-2583		VW. 2583-2584		VX. 2584-2585		VY. 2585-2586		VZ. 2586-2587		WA. 2587-2588		WB. 2588-2589		WC. 2589-2590		WD. 2590-2591		WE. 2591-2592		WF. 2592-2593		WG. 2593-2594		WH. 2594-2595		WI. 2595-2596		WJ. 2596-2597		WK. 2597-2598		WL. 2598-2599		WM. 2599-2600		WN. 2600-2601		WO. 2601-2602		WP. 2602-2603		WQ. 2603-2604		WR. 2604-2605		WS	
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LEGEND

① - CENTER POINT

② - CENTER LINE

③ - CENTER CORNER

ONE - INDICATES NON-RADIAL LINE

(SOLID) DIMENSIONS IN PARENTHESES
ARE CASING DIMENSIONS

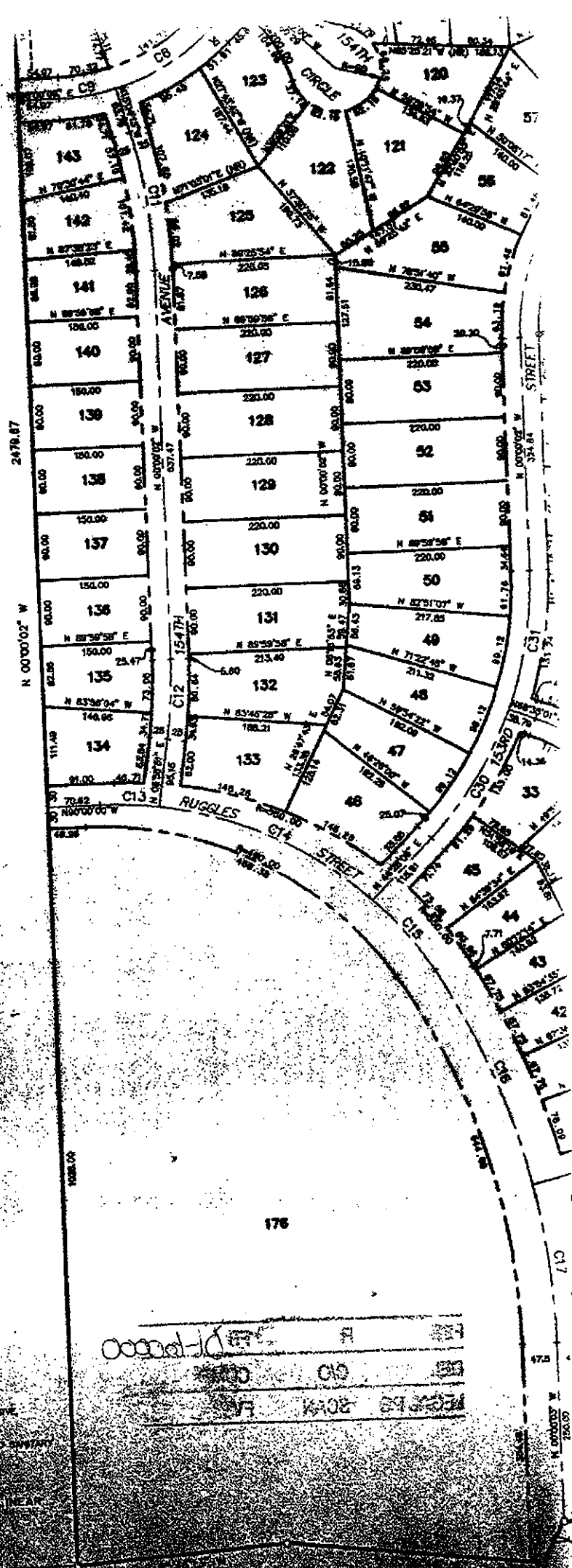
NOTES

CRIMTY VEHICLE IN ACCESS FROM CODE 174 THROUGH 175 INCLUSIVE.
UNDO WEST BAY: ROAD WILL NOT BE ALLOWED.

ALL EXISTING STOPS ARE TERMINATED. STOPS BEING RESTARTED IN SEVERAL
A SEVERAL MINUTES. REPORT BY 174 AND 175 STOPS BEING RESTARTED.

FOR CLARITY WITH THE STOPS OF THE AIRPORT.

OUTLAYS OF AIR AND CARE RESERVES FOR A LINEAR
1744 AND ARE DEDICATED TO THE PUBLIC.



NE
NW
SW
SE



TORREY PINES

SW 1/4 OF SECTION 2, T15N, R1E OF THE 6TH P.M. DOUGLAS
LOTS 1 THRU 176, INCLUSIVE AND OUTLOTS A, B, C, AND [



SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE

I, CHARLES W. ARMSTRONG, A REGISTERED LAND SURVEYOR IN THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT A SURVEY OF THE ENTIRE BOUNDARIES OF THIS PLAT OF TOWNSHIP HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE INSTALLED CERTAIN IRON PINS (1-INCH X 24-INCH POINTED PINS) AT THE CORNERS OF ALL LOTS, STREETS, ANGLES, POLE AND THE TERMINAL POINTS OF ALL CURVES, AS BEING CORRECT AND TRUE TO THE PLAT OF TOWNSHIP, THE LOTS AND SUBDIVISIONS OF SAID PLAT AND ALL THE CORNERS AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWN 21S, RANG 10E, 3RD RANGE, SOUTHEAST COUNTY, MISSISSIPPI, BEING THE SAME AS SAID SOUTHWEST QUARTER, HODGSON'S (ASSESSOR) THE NORTH LINE OF SAID SOUTHWEST QUARTER BEING 2400.00 FEET TO THE POINT OF BEGINNING, CONTAINED AN AREA OF 11.86 ACRES MORE OR LESS, SAID POINT BEING THE MILE POINT OF MISSISSIPPI, THENCE ALONG SAID NORTH LINE OF SAID WEST HALF ACRES, THE FOLLOWING BEING THE DISTANCES:

1) SOUTHWEST 1/4, 609.00 FEET 2) NORTHEAST 1/4, 1724.00 FEET 3) EAST 1/2, 237.00 FEET 4) NORTH 1/4, 609.00 FEET 5) SOUTHWEST 1/4, 609.00 FEET 6) SOUTHWEST 1/4, 609.00 FEET 7) SOUTHWEST 1/4, 609.00 FEET 8) SOUTHWEST 1/4, 609.00 FEET 9) SOUTHWEST 1/4, 609.00 FEET 10) SOUTHWEST 1/4, 609.00 FEET 11) SOUTHWEST 1/4, 609.00 FEET 12) SOUTHWEST 1/4, 609.00 FEET 13) SOUTHWEST 1/4, 609.00 FEET 14) SOUTHWEST 1/4, 609.00 FEET 15) SOUTHWEST 1/4, 609.00 FEET 16) SOUTHWEST 1/4, 609.00 FEET 17) SOUTHWEST 1/4, 609.00 FEET 18) SOUTHWEST 1/4, 609.00 FEET 19) SOUTHWEST 1/4, 609.00 FEET 20) SOUTHWEST 1/4, 609.00 FEET 21) SOUTHWEST 1/4, 609.00 FEET 22) SOUTHWEST 1/4, 609.00 FEET 23) SOUTHWEST 1/4, 609.00 FEET 24) SOUTHWEST 1/4, 609.00 FEET 25) SOUTHWEST 1/4, 609.00 FEET 26) SOUTHWEST 1/4, 609.00 FEET 27) SOUTHWEST 1/4, 609.00 FEET 28) SOUTHWEST 1/4, 609.00 FEET 29) SOUTHWEST 1/4, 609.00 FEET 30) SOUTHWEST 1/4, 609.00 FEET 31) SOUTHWEST 1/4, 609.00 FEET 32) SOUTHWEST 1/4, 609.00 FEET 33) SOUTHWEST 1/4, 609.00 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DATED THIS 11th DAY OF October, 1963 A.D.



Charles W. Allen
CHARLES W. ALLEN
REGISTERED LAND SURVEYOR, L.S. 100

DEDICATION

KNOW ALL MEN BY THESE PRESENTS

[illegible]

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 11th DAY OF OCTOBER, 1963, A.D.

FOR S.S.D. 8

ROBERT P. MORGAN, CHAIRMAN
BOARD OF TRUSTEES

Ronna M. Nissen
RONNA M. NISSEN, CLERK
BOARD OF TRUSTEES

CONNA M. NISSEN, CLERK
BOARD OF TRUSTEES

Marjorie C. Morgan
MARJORIE C. MORGAN

SEP 1 1964

WESTERN REGION

Lisa Trummer
USA TRUMMER, PRESIDENT
WASHINGTON COMPANY

USA TRUNKS, PRESIDENT
MINNAPACK COMPANY

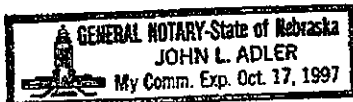
ACKNOWLEDGEMENT

STATE OF NEBRASKA } ss.
COUNTY OF DOUGLAS }

ON THIS 11th DAY OF October, 1953, A.D., BEFORE ME: A NOTARY PUBLIC IN
AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED ROBERT P. MORGAN,
DORNA M. WESSEN, MARJORIE C. MORGAN, GREG L. WESSEN, AND LESLIE M. PETERSON,
WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES
ARE AFFIXED TO THE INSTRUMENT, AND THEY ACKNOWLEDGE THE EXECUTION THEREFORE
TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE FIRST DATE AFORESAID.

NOT FOR PUBLIC
MY COMMISSION EXPIRES ON THE 17TH DAY OF Oct. 1971 A.D.



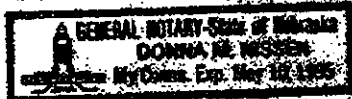
CORPORATION ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

ON THIS 11th DAY OF OCTOBER, 1963, A.D. BEFORE ME, a Notary Public in and for SAID COUNTY PERSONALLY CAME THE ABOVE NAMED WILLIAM PRESIDENT, BENNINGTON COMPANY, A NEBRASKA CORPORATION, AND IS PERSONALLY KNOWN TO ME TO BE THE NEUTRAL PERSON. HE ACKNOWLEDGES THE EXECUTION AS PRESIDENT OF SAID CORPORATION AND DOES AS SUCH OFFICER AND VOLUNTARY THEREFORE TO BE HER OWN ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION AND THE CORPORATE SEAL OF SAID CORPORATION AFFIXED BY ITS AUTHORITY.

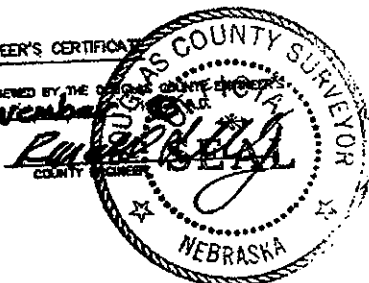
WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE REFERENCED

MY COMMISSION EXPIRES ON 104 MAY 95



COUNTY ENGINEER'S CERTIFICATE

THIS PLAY OF TORREY PINES WAS REVIEWED BY THE
OFFICE ON THIS 23 DAY OF November



APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF TORREY PINES WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA THIS 30 DAY OF November, 193 A.D.

APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY APPROVE THIS PLAN OF TORREY PINES (PLANT A, B, C, AND D) AS TO THE DESIGN STANDARDS THE 21 DAY OF January 1943 AD

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR CONFERENCE WITH EMPLOYEES
ON THE MATTER. MINISTRIAL CODE THIS 17 DAY OF October 1953

Ray E. Beeman
RAY E. BEEMAN

Torrey Pines Rep I

Plat and Dedication:
Filed 3-4-96, in Book 2026 at Page 401, Instrument No. _____
☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
☒ U.S. West Communications
Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
and /or

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

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

Any additional info,

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

Filed 3-7-96, in Book 1171 at Page 678, Instrument No. _____
☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
and /or
Metropolitan Utilities Company + SIO #384
for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land
abutting all cul-de-sac streets.

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1171-678
Dated 6-18-99 Filed 7-1-99, Book 1299 at Page 183, Instrument No. _____

Torrey Pines Rep I

Plat and Dedication:
Filed 3-4-96, in Book 2026 at Page 401, Instrument No. _____
☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
☒ U.S. West Communications
☒ Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
and/or

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

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

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

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

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

Filed 3-7-96, in Book 1171 at Page 678, Instrument No. _____
☒ Omaha Public Power District,
☒ U.S. West Communications
☒ Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
and/or
Metropolitan Utilities Company & SIO #384
for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land
abutting all cul-de-sac streets.

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

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

Any additional info.

Easement Right of Way 1st, 2nd 3rd or 1st Amendment to 1171-678
Dated 6-18-99 Filed 7-1-99, Book 1299 at Page 183, Instrument No. _____