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*Sharon J. Ludwig*

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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
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B+R  
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## Declaration of Covenants, Easements, and Restrictions

This Declaration of Covenants, Easements, and Restrictions (the "Declaration") is made as of the 22nd day of April, 2005, by Standing Stone, LLC, a Nebraska limited liability company (the "Declarant").

### Preliminary Statement

The Declarant and all other parties who have signed or will sign a Consent to and Ratification of this Declaration are the owners of certain real estate legally described as Lots 103 through Lot 112, and Lots 228 through lot 235, all inclusive, Standing Stone, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Such lots are herein referred to collectively as the "Lots" and each individually as a "Lot".

In connection with the development of the Lots into an attractive commercial and retail center, the Declarant desires to subject the Lots to certain covenants, easements and restrictions as set forth below for the mutual benefit of the Declarant and its successors in ownership of the Lots.

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. These restrictions, covenants, conditions and easements shall run with such Lots and be binding upon all parties having or acquiring any right, title or interest in any Lot, or any part thereof. Each Lot is and shall be subject to all and each of the following conditions and other terms:

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**ARTICLE I**  
**Definitions**

- 1.1 **Building.** The term "Building" shall mean any enclosed structure placed, constructed or located on a Lot, which for purposes of this Declaration shall include any canopies, supports, loading docks, ramps or outward extensions or protrusions of physical structures.
- 1.2 **Improvement.** The term "Improvement" shall mean any Building, fence, wall, driveway, paving, landscaping, or any other external improvement above or below the ground.
- 1.3 **Building Area.** The term "Building Area" shall mean the areas of the Lots on which Buildings may be constructed, placed or located in accordance with the code of the City of Gretna.
- 1.4 **Owner.** The term "Owner" shall mean the legal owner of a fee title to a Lot. If a Lot is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Lot shall designate one of their number to represent all owners of the Lot in question and such designated Person shall be deemed the Owner for such Lot.
- 1.5 **Permittee.** The term "Permittee" shall mean all Owners, their tenants or licensees of a Lot, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.
- 1.6 **Person.** The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.
- 1.7 **Site Plan.** The term "Site Plan" shall mean the site plan attached hereto as Exhibit "C" and incorporated herein by this reference.

**ARTICLE II**  
**Buildings and Construction**

- 2.1 **Design Standards.** No Buildings or other Improvements shall be constructed on or permitted to remain on any Lot other than Buildings and Improvements (i) which satisfy the design standards enumerated on Exhibit "A", which is attached hereto and incorporated herein by this reference, and (ii) which have been approved in writing by the Declarant in accordance with Section 2.2 of this Declaration.
- 2.2 **Plan Approval.** No Building or other Improvement shall be constructed, reconstructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Building or other Improvement be commenced, except as approved in writing by the Declarant as follows:

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- (a) An Owner desiring to construct a Building or other Improvement shall deliver one set of construction plans, landscaping plans and plot plans to the Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Building or Improvement. Concurrent with submission of the Plans, the Owner shall notify the Declarant of the Owner's mailing address.
- (b) The Declarant shall review such Plans in light of the conditions and restrictions contained in this Declaration, including but not limited to those contained on Exhibit "A," and in relation to the type and exterior of the Improvements constructed, or approved for construction, on the Lots. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Buildings and other Improvements constructed on the Lots and to protect the value and character of all Lots. If the Declarant determines that the proposed Building or Improvement does not conform with the surrounding Improvements or will not protect and enhance the integrity and character of all the Lots, the Declarant may refuse approval of the proposed improvement.
- (c) Written notice of any approval or disapproval 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 approved by the Declarant.
- (d) No Lot Owner, or combination of Lot Owners, or other Person or Persons shall have any right to any action by the 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 or imposed upon the Declarant by virtue of the authority granted to the Declarant in this paragraph, or as a result of any act or failure to act by the Declarant with respect to any proposed Building or other Improvement.

**ARTICLE III**  
**Easements and Use Restrictions**

- 3.1 A perpetual easement is reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain and renew a landscape buffer on and over a thirty (30) foot wide strip of Lots 104 through 112, inclusive, and Lots 228 through 235, inclusive, which 30 foot strip shall be on the side of each Lot which adjoins Standing Stone Drive, as depicted on the Site Plan.
- 3.2 As depicted on Exhibit "B", which is attached hereto and incorporated herein by this reference, there shall be constructed as depicted on Exhibit "B" common driveways straddling the common property lines between Lots 105 and 106, Lots 107 and 108, Lots 109 and 110, Lots 111 and 112, Lots 228 and 229, Lots 230 and 231, Lots 232 and 233,

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and Lots 234 and 235, for the common use of the two Lot Owners upon whose Lots each common driveway is constructed. Each such common driveway shall be constructed at the sole cost and expense of the two Lot Owners benefited by each driveway and each common driveway shall be maintained by the Association. In addition, an easement is reserved in favor of the Declarant and the Association over a triangular area, depicted on Exhibit "B", on each side of each common driveway for the placement of signage by the Declarant or the Association, which signage shall be maintained by the Association.

- 3.3 Utilities. The Owners of the Lots shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other property services necessary for the orderly development and operation of the Lots. The Owners of the Lots shall use their best efforts to cause the installation of such utility and service lines prior to paving the Lots, or any portion thereof. No such storm drains, utilities or services of an Owner required on its Lot shall be installed within the Building Areas on any other Owner's Lot.
- 3.4 Surface Water. Each Owner shall have the perpetual right and easement to discharge surface storm drainage and/or runoff over, upon and across adjacent Lots, provided, however, no party shall alter or permit to be altered the surface of any Lot or the drainage/retention system constructed on any Lot if such alteration would materially increase the flow of surface water onto the adjacent Lots either in the aggregate or by directing the flow of surface water to a limited area.

**ARTICLE IV**  
**Maintenance and Repair**

- 4.1 Maintenance of Lots. Each Owner, at its sole cost and expense, shall maintain its Lot in good condition and repair. Such maintenance shall include, without limitation, the following:
  - (a) Maintaining paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material approved by the Declarant;
  - (b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
  - (c) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary to place such areas in an attractive and thriving condition.
- 4.2 Buildings and Building Areas. Each Owner shall, at its sole cost and expense, maintain and keep the exterior portion of the Building located on its Lot in first class condition and state of repair, and in compliance with all governmental laws, rules, regulations and ordinances applicable thereto. Each Owner shall store all trash and garbage in adequate containers, shall locate such containers in an enclosed structure at the rear of the Building

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so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

- 4.3 Association Maintenance. Notwithstanding the foregoing, the Association (as hereinafter defined) shall perform all necessary maintenance in connection with: i) the landscaping located in the easement areas described in Section 3.1 hereof, ii) the common driveways described in Section 3.2 hereof, and iii) the signage installed in the easement areas described in Section 3.2 hereof.

**ARTICLE V**  
**Commercial Association**

- 5.1 The Association. Declarant shall cause the incorporation of Standing Stone Commercial Association, a Nebraska not for profit corporation (herein referred to as the "Association"). The Association shall have as its purpose the promotion, enhancement and protection of the privileges and interests of the Owners and the protection and maintenance of the character of the Lots as an attractive, quality commercial and retail center.
- 5.2 Membership and Voting. The Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owners of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association, except that Declarant shall have five votes for each Lot owned until the total number of Lots owned by non-Declarants equals 80 % of the total number of Lots included in the Association at which time all Lots shall be entitled to one vote.

- 5.3 Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit 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 fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
  - (b) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association.
  - (c) 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.

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- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

5.4 Mandatory Duties of Association. The Association shall perform all necessary maintenance in connection with: i) the landscaping located in the easement areas described in Section 3.1 hereof, ii) the common driveways described in Section 3.2 hereof, and iii) the signage installed in the easement areas described in Section 3.2 hereof.

5.5 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.

5.6 Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments 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.

5.7 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

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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.

- 5.8 Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the Powers and Responsibilities of the Association described in this Article.
- 5.9 Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.
- 5.10 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 above.
- 5.11 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 assessments shall be and become a lien as of the date such amounts first become due and payable.
- 5.12 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 and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) 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.
- 5.13 Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

**ARTICLE VI**  
**Miscellaneous**

- 6.1 Except for the authority and powers specifically granted only to the Declarant, the Declarant or the Association shall have the right to enforce by a proceeding at law or in

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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 all loss or damages arising out of such violation. Failure by the Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 6.2 The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, but shall be automatically renewed for successive periods of five (5) years each unless terminated as provided below. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, 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 or, after twenty-five (25) years, terminated, by an instrument signed by the owners of not less than seventy-five percent (75 %) of the Lots.
- 6.3 No Partnership. None of the terms or provisions of this Agreement are intended to create a partnership between or among the Declarant and the Owners, nor shall this Agreement cause them to be considered joint ventures or members of a joint enterprise. Each Owner shall be considered a separate owner, and no party shall have the right to act as an agent for the Declarant or any other Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.
- 6.4 No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Lot to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions contained herein.
- 6.5 No Waiver. The failure of Declarant to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed as a waiver of any rights or remedies which the Declarant may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions. No waiver of Declarant of any default under this Agreement shall be effective or binding on Declarant unless made in writing by Declarant and no such waiver shall be implied from any omission by Declarant to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of default under any provision of this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.
- 6.6 Declarant, or its successors or assigns, 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, Declarant shall appoint the Association or another entity, association or



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individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

6.7 This Declaration shall be construed and enforced in accordance with the laws of the State of Nebraska.


IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date and year first above written.

STANDING STONE, LLC

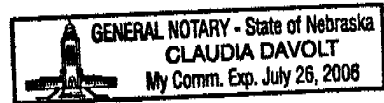
By   
Steve Faller, Managing Member

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2005, by Steve Faller, personally known to me to be the Managing Member of STANDING STONE, LLC, a Nebraska limited liability company and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.

  
Notary Public

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## STANDING STONE COVENANTS

### EXHIBIT "A"

All Buildings and Improvements constructed upon the Lots shall have an eclectic style with classic Midwest residential characteristics. All Buildings shall have a complexity of details, materials and forms on all four sides of each Building to give the entire project vitality and character. These covenants stipulate common building materials and colors along with common site elements that will provide the continuity desired for Standing Stone. The criteria contained herein are not intended to restrict imagination, innovation or corporate brandings, but rather to assist in focusing on design elements that can result in creative solutions providing a satisfactory visual appearance within the Standing Stone Commercial Area.

A. All Walls shall be designed with detail. Heavy shadow pattern caused by recesses or extensions, and a variety of materials. The material variety shall wrap around all four sides of the Building. The rear and sides of the Building shall be as architecturally interesting as the front.

1. Wall facades shall be limited to these materials:

- |  |                             |
|--|-----------------------------|
| a. Clay Brick  | 50% total all sides minimum |
| b. Painted Rock Faced CMU  | 20% total all sides maximum |
| c. E.I.F.S.  | 20% total all sides maximum |
| d. Precast Concrete,<br>Natural or Composite Stone,<br>Glass with Aluminum Mullions<br>Cement Board Siding | Remaining Percentage        |

2. All building material colors shall be harmonious with the character of the residential lots of the Standing Stone subdivision which are adjacent to the Lots. Colors visible on the Native Nebraska Prairies landscape are recommended. All colors are subject to approval by the Declarant.

B. Building Roofs

1. All Buildings shall have a fully-pitched or mansard pitched roof on all four sides of the Building. The pitch of the roof shall be 4:12 or 6:12.

2. Roofing shall be limited to these materials:

- Slate Tile
- Simulated Slate Tile
- Concrete Tile
- Standing Seam Metal
- Heavy Profile/Shadow Line/Asphalt Shingles

C. Mechanical Units

All Mechanical Units shall be substantially screened from view from any public right of way at normal grade. Roof top units shall be screened by the design of

the pitched roof. Ground level units shall be screened by walls constructed of the wall building material list.

#### D. Building Lighting

All Building Lighting shall be designed so that, from any public right of way, the source of the light cannot be seen. Down lights, can lights and lights in the ground are recommended. Decorative fixtures may be allowed on a case-by-case basis.

#### E. Site Lighting

All Site Lighting on the Lots shall be as manufactured by LSI Outdoor Lighting: Challenger II, medium flat lens, full cut off, metal Halide. A Pole Height 25 feet tall is the maximum. Pole shall not be installed on concrete base.

#### F. Site Pedestrian Connections

All Buildings shall be connected to the sidewalk along Standing Stone Drive through the use of a 4-foot wide concrete walkway.

#### G. Site Landscape Planting and Buffer Easement

1. All Lots have a 30-foot wide planted, buried and irrigated bufferyard along Standing Stone Drive. This buffer shall be maintained during and after construction by the Association. An access location is provided on Exhibit B. This is a shared access with the adjacent Lot. No other vehicular or pedestrian accesses shall be granted from Standing Stone Drive.
2. Minimum planting and buffer yards shall be per the city of Gretna. All turfed areas shall be irrigated by an automatic underground irrigation system.
3. All planting plans shall be approved by the Declarant.

#### H. Dumpster and Refuse Screening

All Buildings shall use the detail as provided in Appendix B to screen dumpsters.

#### I. Site Fencing

All Site Fencing shall be constructed of vinyl or PVC and shall be almond in color. No design model is provided or required.

#### J. Nuisance Noise

Owners are responsible to insure that any business operation will not disturb or create a noise nuisance internally or externally for adjacent commercial and residential lots.

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## STANDING STONE BUILDING SIGNAGE

- A. All Signage shall comply with the City of Gretna's Signage Ordinance
- B. Easements have been reserved on certain lots (see Exhibit B) for Business Center Identification Signs.
- C. Each lot may have a freestanding sign located outside the vision triangle as shown on Exhibit B.
- D. All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Signage shall be individual can letters mounted to the building face or to a pre-designed raceway.
- E. Pole Signs are not allowed on this project. Monument Signs per the City of Gretna are allowed.
- F. All signs will be reviewed by the architectural committee for overall design quality. Approval or disapproval of the sign submittal based on aesthetics or design shall remain the sole right of the architectural committee.
- G. Each Tenant who has a non-customer door for receiving merchandise may have, as approved by the Landlord, uniformly applied on said door in location as directed by the Landlord, in 2 inch letters, the Tenant's name and address.

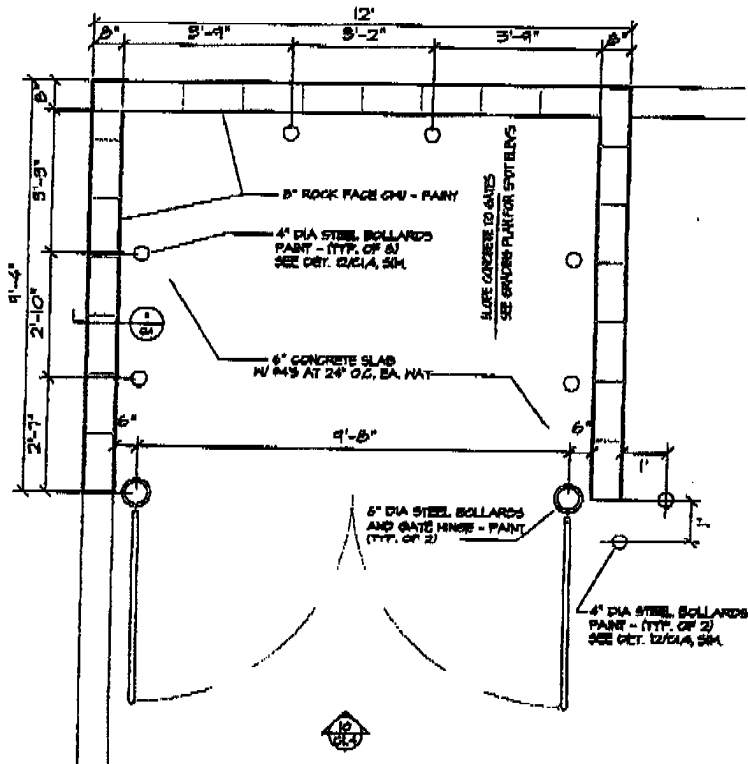
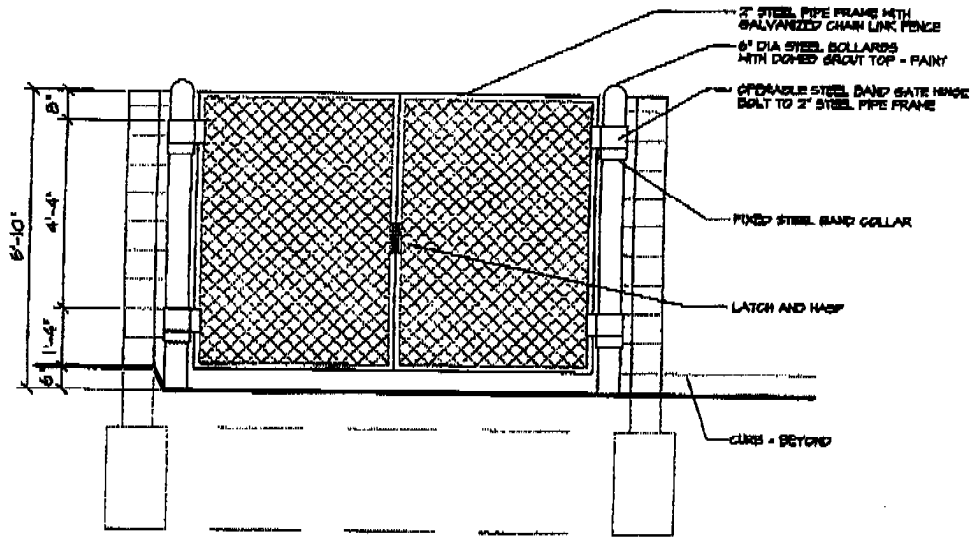


Exhibit "A" - Appendix B

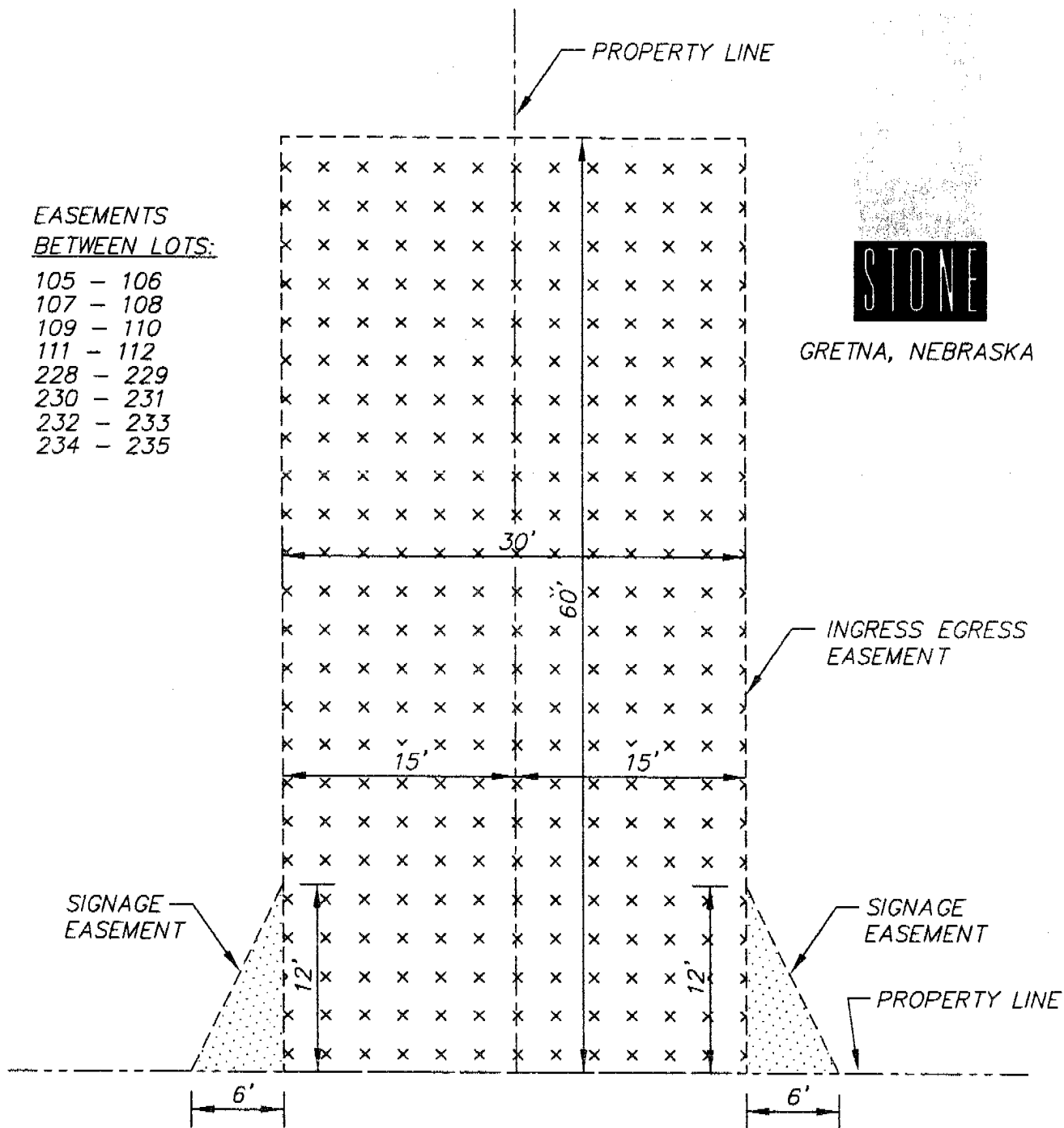
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**EASEMENTS  
BETWEEN LOTS:**

- 105 - 106
- 107 - 108
- 109 - 110
- 111 - 112
- 228 - 229
- 230 - 231
- 232 - 233
- 234 - 235



GRETNA, NEBRASKA



# STANDING STONE DRIVE

PREPARED BY:



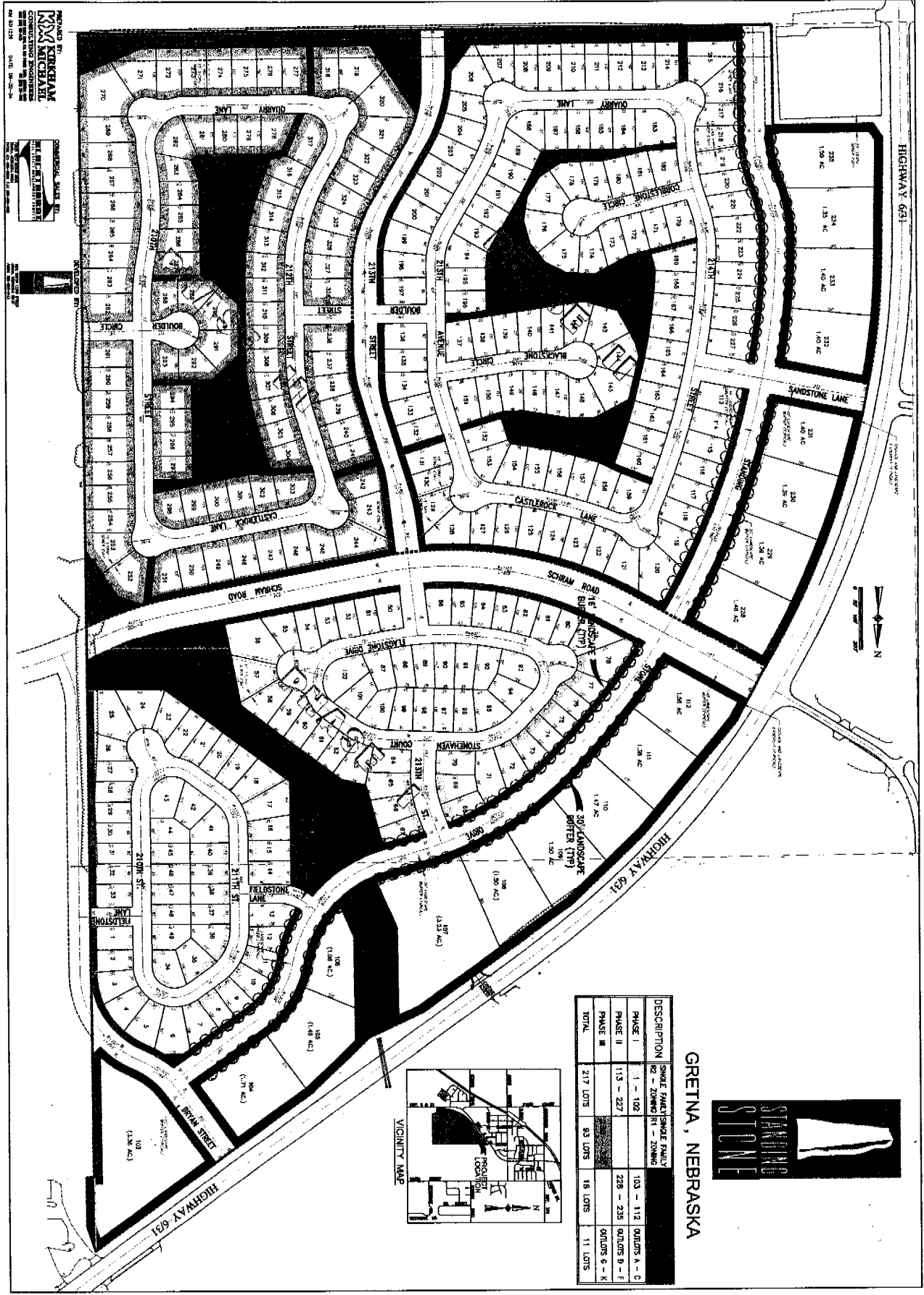
**CONSULTING ENGINEERS**

12700 WEST DODGE ROAD, P.O. BOX 542030, OMAHA, NEBRASKA 68154  
VOICE (402) 393-5630 FAX (402) 255-3850

DATE: 02-01-05  
KM 0311239

## EXHIBIT "B"

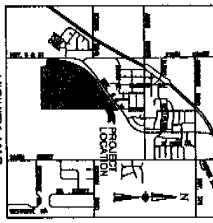
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GRETTA, NEBRASKA



DESCRIPTION	SHORT FINANCIAL ZONING	PHASE I	PHASE II	PHASE III	TOTAL
103 - 112	OUTLINS A - C	113 - 227	228 - 235	OUTLINS B - F	217 LOTS
				OUTLINS G - K	83 LOTS
					18 LOTS
					11 LOTS



DESIGNED BY  
**KIRKRAM**  
CONSULTING ENGINEERS  
1000 S. 10TH ST., SUITE 200  
LINCOLN, NE 68502

PREPARED BY  
**STANDING STONE**  
1000 S. 10TH ST., SUITE 200  
LINCOLN, NE 68502

DATE: 08-26-04