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RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

FB 05-36805  
C/O \_\_\_\_\_ COMP KP  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STANDING BEAR, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by The Venteicher Limited Liability Company, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

**WITNESSETH:**

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas county, Nebraska; and,

WHEREAS, said Lots have been zoned R-5, with regard to Lots 1-17; R-6, with regard to Lot 27; and Mixed Use-Commercial, with regard to Lots 18 through 26; and the Declarant is desirous of establishing covenants applicable to the Lots which will require that the property be developed in a manner consistent with the preservation of the property values incident to a uniform development plan for such Lots; and

WHEREAS, the Declarant will convey said Lots subject to the protective covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and reservations which are for the purpose of enhancing and protective the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of the respective owners thereof in the manner more particularly hereinafter set forth.

**ARTICLE I.**  
**DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental declaration under the provisions hereof, which shall initially consist of Lots 1 through 27, inclusive, of Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Lot" shall mean and refer to any one of Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (such subdivision being hereinafter referred to as "Standing Bear").

D. "Residential Lots" shall include Lots 1 through 17 of Standing Bear.

E. "Apartment Lot" shall include only Lot 27 of Standing Bear.

F. "Commercial Lots" shall include and refer to Lots 18 and Lots 23 through 26 of Standing Bear.

G. "Buffer Lots" shall mean and refer to Lots 19 through 22 of Standing Bear.

H. "Declarant" shall mean and refer to The Venteicher Limited Liability Company, a Nebraska limited liability company, its successors and assigns.

## **ARTICLE II.**

### **RESTRICTIONS FOR RESIDENTIAL LOTS**

A. Residential Lots. Lots 1 through 17, inclusive, of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots.

1. the Lots shall be used only for residential purposes, including single family, duplex or two family homes, and townhomes as defined by the Zoning Code of the City of Omaha.

2. All buildings on all Residential Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

B. General Restrictions. All dwelling units constructed on the Residential Lots shall comply with the following restrictions.

1. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Larger or additional garages are permitted provided that they are attached, built-in or enclosed.

2. Exposed portions of the foundation on the front of each dwelling are to be covered with brick.

3. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot.

4. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

5. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than five (5) continuous days.

6. Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen (16) feet in width; the driveway shall be of concrete or brick.

7. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

8. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of commencement of construction on such properties.

9. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

11. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

12. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except residential "For Sale" and "Sold" signs, not exceeding twenty-four (24)

inches by thirty-six (36) inches in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or its agents, in the development of Standing Bear.

13. No television antenna, or antenna of any kind or nature, except satellite dishes no larger than twenty inches in diameter, shall be allowed on the Lots unless they are inside the dwellings.

C. Accessory Buildings. Detached structures shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Such detached structures shall not exceed floor dimensions of 8' x 10'. In no event shall construction of any such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

### **ARTICLE III. APARTMENT LOT RESTRICTIONS**

A. Apartment Lot. Lot 27 of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots in the Properties.

1. No apartments utilizing tax credit, tax increment or rental subsidized financing shall be permitted to be constructed on the Lot.

2. No building shall be created, altered, placed or permitted to remain on the Apartment Lot other than a building which shall conform to the following requirements:

a. Each one bedroom apartment unit shall contain no less than 700 square feet of living area enclosed within the apartment unit.

b. Each two bedroom apartment unit shall contain no less than 800 square feet of living area enclosed within the apartment unit.

c. Each three bedroom apartment unit shall contain no less than 900 square feet of living area enclosed within the apartment unit.

d. All buildings on all lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

e. The landscaping plan for the Apartment Lot shall provide for landscaping at least double the minimum required landscaping under the Zoning Code of the City of Omaha.

f. There shall be constructed on the Apartment Lot, at a minimum, a sufficient number of garages to provide one attached, enclosed garage stall for every four apartment units.

B. General Restrictions. All apartment buildings constructed on the Apartment Lot shall comply with the following restrictions.

1. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, or decks.

2. At least seventy percent (70%) of the exterior of each apartment building constructed on the Apartment Lot shall be finished with clay-fired brick or stone. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot are to be covered with clay-fired brick or stone.

3. The Apartment Lot shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article III. above.

#### **ARTICLE IV. BUFFER LOT RESTRICTIONS**

A. Buffer Lots. Lots 19 through 22 of Standing Bear shall be considered buffer lots and be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of Lots 18 through 27 of Standing Bear:

1. The Lots shall be used only for single family or multi-family residential purposes, general office or medical office purposes.

2. All buildings on all Buffer Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

3. All buildings constructed on the Buffer Lots shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article II. above.

#### **ARTICLE VI. GENERAL PROVISIONS**

A. The Declarant, or its assigns, or any Owner of the Lots specifically named herein as parties entitled to enforce the provisions of these covenants, shall have the right to enforce by proceeding at law or in equity, the covenants, conditions, restrictions, and reservations now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for 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.

B. 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. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 50 percent of the ownership interests in the Lots vote to terminate this Declaration. This Declaration may be amended by an instrument signed by the owners of Lots holding more than seventy-five percent (75%) of the ownership interest in the Standing Bear subdivision. For the purpose of calculation of the percentage vote of interests, all of the lots in Standing Bear shall have one vote except for Lots 25, 26 and 27 which shall have 2 votes, 3 votes and 12 votes, respectively.

C. Invalidation of any one of these covenants 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 10<sup>TH</sup> day of ~~March~~ OCTOBER, 1997.

DECLARANT:

THE VENTEICHER, LIMITED LIABILITY COMPANY

By: *George W. Venteicher*  
George W. Venteicher, Managing Member

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS.

On this 10<sup>th</sup> day of OCTOBER, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came George W. Venteicher, Managing Member of The ~~Venteicher Limited Liability Company~~ a Nebraska limited liability company, and acknowledged that he executed the same as his voluntary act and deed and that of said limited liability company.

*John C. Danielson*  
Notary Public

