



MISC 2003200173

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PART OF SHADOW VIEW 2nd ADDITION, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by LANE BUILDING CORP., 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 84 through 169, inclusive, all in Shadow View 2nd Addition, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of Shadow View 2nd Addition ("Shadow View II"), for the maintenance of the character and residential integrity of Shadow View II, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Shadow View II.

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 s more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms.

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

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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 nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs" exceeding 18" in diameter, solar heating or cooling device, or other external improvement, 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 Improvements 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 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 relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed 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 to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots 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.

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. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles with color to be weathered wood.

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 anyway for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this 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 of any sort shall be permitted on any Lot. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

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 forty-eight (48) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this 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 or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, 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 the (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 black vinyl chain links. No fences or walls shall exceed a height of four (4) feet, unless approved by the Declarant in its absolute and sole discretion.

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. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

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 five (5') feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

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 Shadow View II, 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. Vacant Lots shall not be used for dumping of earth or any waste materials, including grass clippings, 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 structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Shadow View II subdivision 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 location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has or will cause the incorporation of Shadow View II 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 Shadow View II. 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 Shadow View II; and the protection and maintenance of the residential character of Shadow View II.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record Owner, whether one or more persons or entities, of fee simple title of 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 thirty (30) 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 Shadow View II.

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 the signs and entryways which have been installed in all phases of Shadow View II subdivision 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 a 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 provisions 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.

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/100th (\$60.00) Dollars per Lot.
- B. In each calendar year beginning on January 1, 2004, 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 an amount to Two Hundred and No/100th Dollars (\$200.00) per Lot.

11. Excess Dues and Assessments. With the approval of seventy-five (75%) 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 of this Article.

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 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 III. EASEMENTS

1. A perpetual license and easement are hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, and any company which have been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 472 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; and 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 cull-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 easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways 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. U.S. West Communications, Inc. and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

4. Other easements are provided for in the final plat of Shadow View II which is filed in the Register of Deeds of Douglas County, Nebraska (Deed Book 2206, Page 707).

ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association 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 to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, by the Association 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 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 by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Lane Building Corporation, a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, 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.

4. 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 present to be executed this 13 day of October 2003.

DECLARANT:

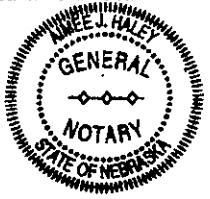
LANE BUILDING CORP., a
Nebraska corporation,

By: [Signature]
Jerry Standerford, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of October 2003, by Jerry Standerford, President of Lane Building Corp., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 13 day of October 2003.



MY COMMISSION EXPIRES:
May 26, 2006

[Signature]
Notary Public



BK 2206 PG 707-713



DEED 2002 04413

Nbr Doc Stamp Tax
4-3-02
Date
58X04
By <i>CP</i>

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 APR -3 AM 11:00

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THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Deed
 $\frac{7}{173}$ FEE 121.50 FB 01-60000 - *add*
 BKP 30-15-11 CIO _____ COMP _____
 DEL _____ SCAN CP FV _____

Temp. 12 4 01

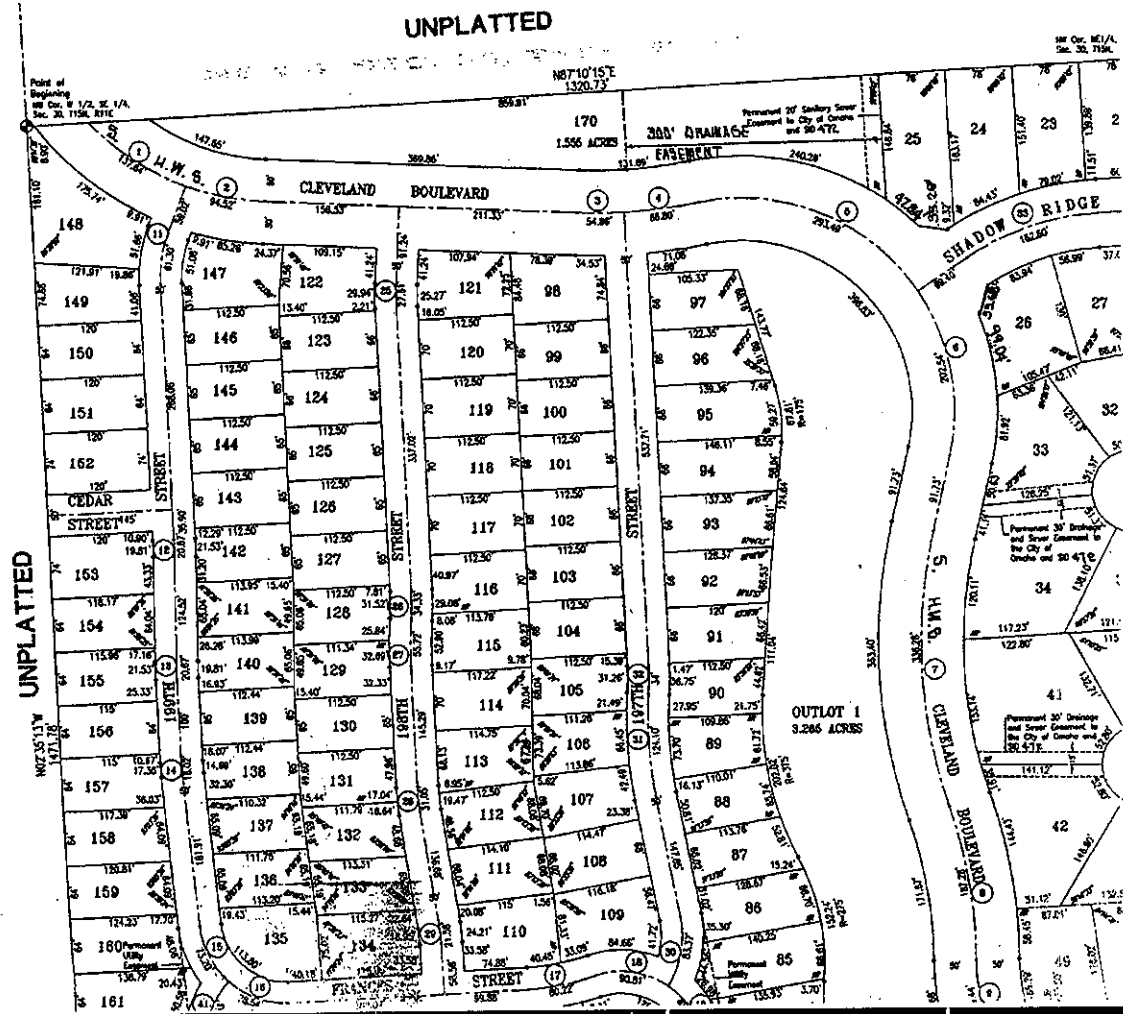
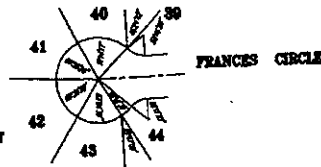
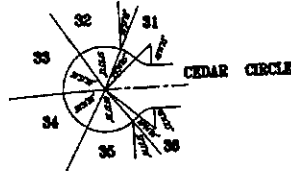
RETURN: Lamp Lynearson & Assoc
14710 W Dodge Rd Ste 100
Omaha NE 68154
496-2498

SHADOW VIEW 2ND ADDITION

Lots 1 through 170, inclusive AND Outlots 1 and 2 being a platting of the West Half of the Southeast Quarter and part of the Northeast Quarter of Section 30, Township 15 North, Range 11 East of the 6th Meridian, Douglas County, Nebraska

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED. (N.R.),
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL CUL-DE-SAC RADIUS ARE 50 FEET UNLESS NOTED OTHERWISE.
7. ALL CUL-DE-SAC THROAT RADIUS ARE 25 FEET UNLESS NOTED OTHERWISE.
8. DRAINAGE EASEMENT OVER THE EAST 300.00 FEET OF LOT 170 TO CITY OF OMAHA AND SD 472.
9. THE SWALES WITHIN THE DRAINAGE EASEMENTS COMMON TO LOTS 33 AND 34 AND LOTS 41 AND 42 WILL BE MAINTAINED FOR PASSAGE OF ONE-HUNDRED YEAR STORM EVENTS FROM THE CUL-DE-SACS TO S. H.W.S. CLEVELAND BOULEVARD.
10. OUTLOTS 1 AND 2 ARE HEREBY DEDICATED TO SD 472 TO BE USED AS DRAINAGEWAYS EXCEPT THE WEST TEN FOOT OF OUTLOT 2



ADDITION

Plotting of part of the quarter of the Southeast of the 6th P.M.,

CENTERLINE CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA
C1	500.00'	137.84'	136.43'	281°17'11"
C2	500.00'	94.52'	94.13'	180°00'00"
C3	600.00'	54.26'	54.84'	051°14'19"
C4	600.00'	88.80'	88.72'	082°28'46"
C5	250.00'	293.49'	278.93'	87°15'50"
C6	250.00'	202.34'	197.05'	462°25'09"
C7	625.00'	336.28'	332.17'	013°20'25"
C8	600.00'	187.28'	186.52'	175°30'02"
C9	300.00'	78.44'	79.20'	151°01'17"
C10	500.00'	126.61'	126.27'	143°20'29"
C11	150.00'	61.30'	60.87'	232°24'51"
C12	600.00'	20.67'	20.87'	013°20'25"
C13	600.00'	20.67'	20.87'	013°20'25"
C14	300.00'	16.02'	16.02'	030°03'36"
C15	100.00'	73.20'	71.57'	41°58'20"
C16	100.00'	78.54'	78.54'	45°00'04"
C17	300.00'	80.22'	79.98'	151°01'17"
C18	100.00'	90.81'	87.72'	320°14'47"
C19	100.00'	88.34'	85.50'	50°37'01"
C20	400.00'	109.98'	109.63'	154°51'11"
C21	400.00'	128.65'	128.10'	182°25'40"
C22	400.00'	27.45'	27.45'	035°52'37"
C23	400.00'	27.45'	27.45'	097°19'22"
C24	400.00'	89.88'	89.50'	12°50'46"
C25	295.00'	27.81'	27.80'	05°21'42"
C26	305.00'	34.35'	34.31'	06°25'37"
C27	495.00'	56.72'	56.89'	08°28'57"
C28	285.00'	31.05'	31.04'	08°01'51"
C29	295.00'	31.58'	31.57'	08°01'51"
C30	110.00'	83.37'	81.38'	43°25'22"
C31	490.00'	124.10'	123.77'	143°30'40"
C32	310.00'	34.00'	33.99'	06°17'06"
C33	300.00'	162.80'	160.82'	310°33'18"
C34	300.00'	42.20'	42.16'	08°03'32"
C35	300.00'	43.33'	43.29'	08°16'31"
C36	300.00'	42.18'	42.15'	08°03'24"
C37	460.00'	27.10'	27.09'	03°32'53"
C38	400.00'	26.91'	26.90'	03°51'14"
C39	400.00'	26.35'	26.32'	07°21'19"
C40	400.00'	51.16'	51.12'	07°19'41"
C41	100.00'	78.53'	76.53'	44°59'43"

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments on the boundary of the plot and that land has been placed with the City of Omaha, Nebraska, to the corners, angle points and ends of all courses on all lots and streets in said subdivision to be known as SHADOW NEW 2ND ADDITION (to include Lots 1 and 2) being a portion of that part of the West half of the Southeast Quarter and part of Section 30, Township 15 North, Range 11 East of the 8th P.M., Douglas County, Nebraska, described as follows: Half of the Southeast Quarter of Section 30; Thence North 87°10'15" East (assumed bearing) for 1320.73' of the Southeast Quarter of Section 30; Thence North 87°10'33" East for 328.19' feet along the north line of Section 30 to the northwest corner of Lot 96, SHADOW NEW; Thence South 02°30'27" East for 172.00' feet; Thence along a curve to the left (having a radius of 260.00 feet and a long chord bearing North 87°15'50" along the north right of way line of Shadow Ridge Drive; Thence South 02°30'27" East for 80.00' feet to the North 87°08'32" East for 7.08' feet along said north right of way line to the northeast corner of Lot 34, SHADOW NEW; Thence South 02°37'11" East for 234.00' feet to the southeast corner of Lot 28, SHADOW NEW; Thence South 02°31'03" East for 215.00' feet along the extended west line of Lots 24 and 22; Thence North 87°13'18" East for 21.00' feet along the extended west line of Lots 24 and 22; Thence North 02°44'42" East for 145.00' feet to the southwest corner of Lot 22; Thence South 87°15'18" East for 33.00' feet to the Southeast Quarter of Section 30 to the southeast corner thereof; Thence South 78°51'41" East for 3.00' feet; Thence South 87°24'47" East for 874.00' feet to the west line of the Southeast Quarter of Section 30; Point of Beginning. Contains 52,988 sft.

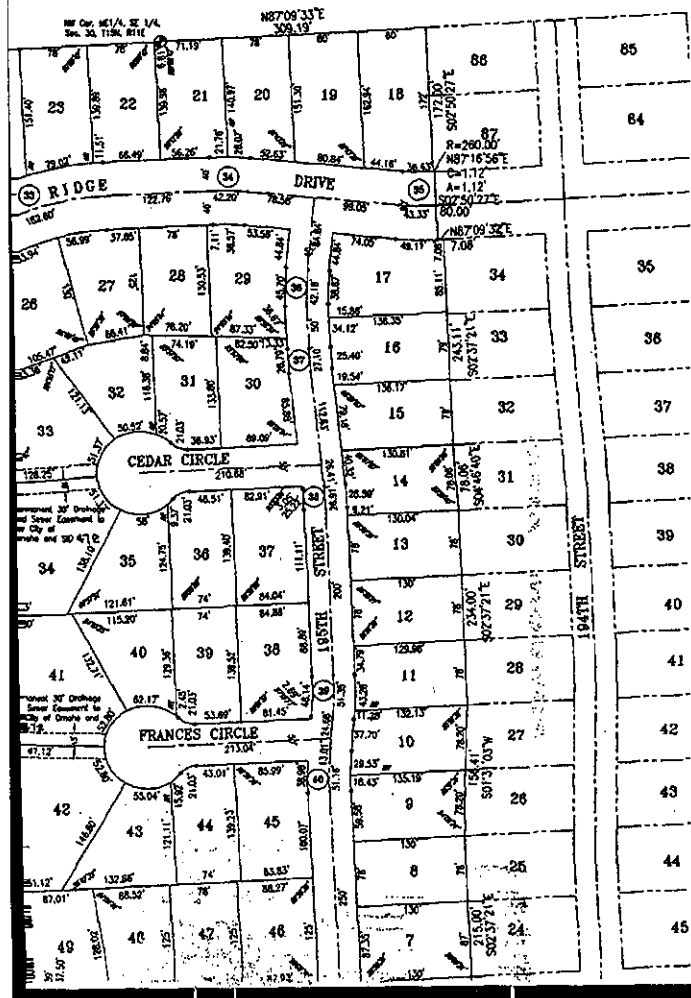
Robert D. Probst, L.S. 379
 March 12, 2001
 DSA



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WOODLAND HOMES, INC., a Nebraska corporation, and GREAT WESTERN BANK, GREAT WESTERN BANK, MORTGAGEE, of the land described within the Land Surveyor's Certificate issued said land to be subdivided into lots and streets to be numbered and named as shown hereon, said ADDITION and we do hereby ratify and approve of the disposition of our property as shown on this plot, and shown on the plat and do hereby grant the easements shown on the plat. We do further grant a franchise under the authority of the (C) Television System in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair, anchors, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying of power and for the transmission of signals and sounds of all kinds including signals provided by cable television; and across a foot (3') wide strip of land abutting the front and side boundary lot lines; and on a boundary line of all interior lots; and all exterior lots that are adjacent to premises plotted and recorded; to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair, his permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above described street, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights.

WOODLAND HOMES, INC. OWNER
 Great Western Bank, Mortgagee
 WELLS FARGO BANK, MORTGAGEE



ACKNOWLEDGMENT OF NOTARIES

State of Nebraska }
 County of Douglas } ss
 On this 9 day of March 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Gerald L. Torczon, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of WOODLAND HOMES, INC., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

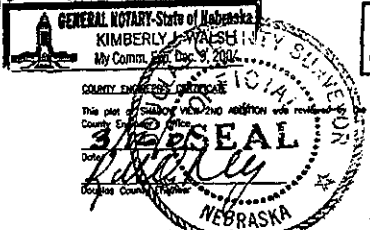
Witness my hand and official seal this 9th day of March 2001.

Doris J. Theobald, Notary Public
 State of Nebraska
 My Comm. Exp. Dec. 9, 2004

State of Nebraska }
 County of Douglas } ss
 On this 9 day of March 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Jerry L. Standerford, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of LAND BUILDING CORP., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal this 9th day of March 2001.

Jerry L. Standerford, Notary Public



COUNTY ENGINEER'S OFFICE
 This plat containing the 2nd addition was reviewed by me
 County Engineer
 3/12/01
 Douglas County Engineer

COUNTY TREASURER'S OFFICE
 THIS IS TO CERTIFY THAT I find no regular nor special taxes or delinquencies against the property described in the Land Surveyor's Certificate and embraced in this plat, as shown by the records office.
 this 26th day of March 2001
 Douglas County Treasurer

APPROVAL OF CITY ENGINEER OF OMAHA
 I HEREBY APPROVE this plat of SHADOW NEW 2ND ADDITION (to include Lots 1 and 2) as to the design standards this
 M. April 2001
 Marnie Hester

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed at all corners and angle points on the boundary of the plot and that bond has been posted with the City of Omaha, Nebraska, to assure that permanent monuments will be placed at all corners, angle points and ends of all curves on all lots and streets in said subdivision to be known as SHADOW VIEW 2ND ADDITION (Lots 1 through 170, inclusive AND Outlots 1 and 2) being a plat of that part of the West Half of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the northwest corner of the West Half of the Southeast Quarter of Section 30; Thence North 87°04'11" East (fenced line) for 1328.73 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 30; Thence North 87°04'11" East for 308.18 feet along the north line of the Northeast Quarter of the Southeast Quarter of Section 30 to the northeast corner of Lot 86, SHADOW VIEW; Thence South 02°50'27" East for 172.00 feet to the southwest corner of Lot 87, SHADOW VIEW; Thence along a curve to the left (having a radius of 200.00 feet and a long chord bearing North 87°18'56" East for 1.12 feet) for an arc length of 1.12 feet along the north right of way line of Shadow Ridge Drive; Thence South 02°50'27" East for 80.00 feet to the south right of way line of Shadow Ridge Drive; Thence North 87°02'33" East for 7.28 feet along said south right of way line to the northeast corner of Lot 34, SHADOW VIEW; Thence South 02°37'11" East for 243.11 feet to the southeast corner of Lot 35, SHADOW VIEW; Thence North 87°04'11" East for 308.18 feet along the north line of the Northeast Quarter of the Southeast Quarter of Section 30 to the northeast corner of Lot 28, SHADOW VIEW; Thence South 02°50'27" East for 172.00 feet to the southwest corner of Lot 29, SHADOW VIEW; Thence South 02°37'11" East for 215.00 feet along the extended east line of Lots 24 and 25, SHADOW VIEW to the south right of way line of Marinda Street; Thence North 87°13'18" East for 215.00 feet along the said south right of way line to the northeast corner of Lot 23, SHADOW VIEW; Thence South 02°46'43" East for 145.00 feet to the southeast corner of said Lot 23; Thence South 87°13'18" West for 332.19 feet along the south line of the Northeast Quarter of the Southeast Quarter of Section 30 to the southeast corner thereof; Thence South 78°51'41" West for 338.10 feet; Thence South 88°50'07" West for 330.08 feet; Thence South 87°24'47" West for 676.04 feet to the east line of the Southeast Quarter of Section 30; Thence North 02°35'13" West for 1471.78 feet to the Point of Beginning. Containing 52.988 acres.

Robert D. Probst, L.S. 379
March 12, 2001
D99



NOTICE: KNOW ALL MEN BY THESE PRESENTS, That We, WOODLAND HOMES, INC., a Nebraska corporation, and LANE BUILDING CORP., a Nebraska corporation OWNERS, and GREAT WESTERN BANK, and WELLS FARGO BANK, MORTGAGEES, of the land described within the Land Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown hereon, said subdivision to be hereafter known as SHADOW VIEW 2ND ADDITION; and we do hereby notify and approve of the disposition of our property as shown on this plat and we do hereby dedicate to the public the streets as shown on the plat and do hereby grant the easements shown on the plat. We do further grant a perpetual easement to the Omaha Public Power District and ONEST Communications and to any company which has been granted a franchise under the authority of the City Council of Omaha, Nebraska, to provide a Cable Television System in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and remove poles, wires, crossarms, down-pipes and anchors, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by cable television systems, and the reception thereon, over, through, under, and across a five foot (5') wide strip of land abutting the front and side boundary lot lines; and an eight foot (8') 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. We do further grant a perpetual easement to the Metropolitan Sanitary 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 foot (5') wide strip of land abutting all streets. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

WOODLAND HOMES, INC. OWNER
GREAT WESTERN BANK MORTGAGEE
LANE BUILDING CORP. OWNER
WELLS FARGO BANK MORTGAGEE

ACKNOWLEDGMENT OF NOTICES

State of Nebraska }
County of Douglas } SS
On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Gerald L. Torcator, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of WOODLAND HOMES, INC., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.
Doris M. Schaefer, Notary Public, State of Nebraska, My Comm. Exp. Dec. 9, 2004

State of Nebraska }
County of Douglas } SS
On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared F. Timothy Friesen, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of GREAT WESTERN BANK, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Bank.

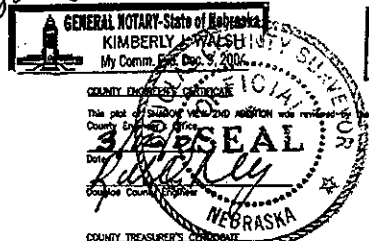
Witness my hand and official seal the date last aforesaid.
ANGELA M. MURPHY, Notary Public, My Commission Expires April 11, 2004

State of Nebraska }
County of Douglas } SS
On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Jerry L. Stansford, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of LANE BUILDING CORP., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.
Barbara E. Casey, Notary Public, State of Nebraska, My Comm. Exp. May 1, 2001

State of Nebraska }
County of Douglas } SS
On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Angela M. Murphy, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of WELLS FARGO BANK, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Bank.

Witness my hand and official seal the date last aforesaid.
Barbara E. Casey, Notary Public, State of Nebraska, My Comm. Exp. May 1, 2001



GENERAL NOTARY - State of Nebraska
BARBARA E. CASEY
My Comm. Exp. May 1, 2001

COUNTY ENGINEER'S CERTIFICATE
This plat of SHADOW VIEW 2ND ADDITION was reviewed by the Douglas County Engineer on this 11 day of April, 2001.
3/15/01
Douglas County Engineer

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I find no regular nor special taxes due or delinquent against the property described in the Land Surveyor's Certificate and embraced in this plat, as shown by the records of this office.
11 day of April, 2001
Douglas County Treasurer

APPROVAL OF CITY ENGINEER OF OMAHA
I HEREBY APPROVE this plat of SHADOW VIEW 2ND ADDITION (Lots 1 through 170, inclusive and Outlots 1 and 2) as to its compliance with the Ordinance of the City of Omaha, Nebraska, adopted on the 11 day of April, 2001.
Douglas County Engineer

Drawn by
Designed by
Reviewed by
Path
K:\DATA\2001\0227\101.dwg

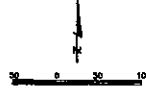
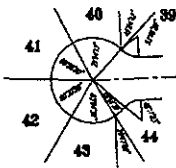
Table with columns for 'Description' and 'Quantity'. The table is mostly blank with some faint text.

SHADOW VIEW 2ND ADDITION
DOUGLAS COUNTY, NEBRASKA

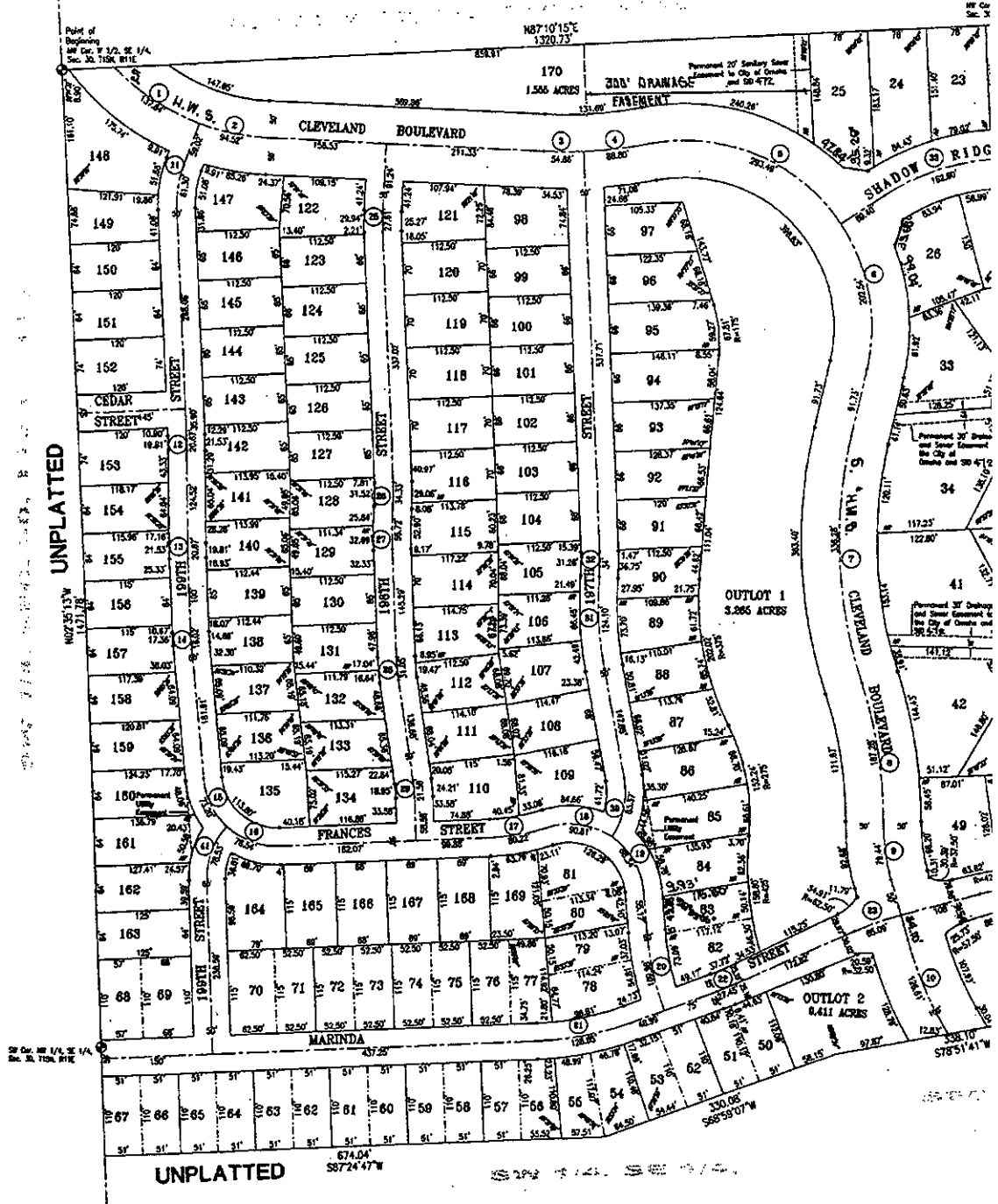
lamp, rynearson & associates, inc.
engineers
surveyors
planners
14770 west dodge road, suite 100
omaha, nebraska 68134-2029
PH 402-498-8408
FAX 402-498-8790

FINAL PLAT

- 6. ALL CUL-DE-SAC THROAT ARE 50 FEET UNLESS NOTED OTHERWISE.
- 7. ALL CUL-DE-SAC THROAT RAMP ARE 25 FEET UNLESS NOTED OTHERWISE.
- 8. DRAINAGE EASEMENT OVER THE EAST 300.00 FEET OF LOT 170 TO CITY OF OMAHA AND SD 472.
- 9. THE SWALES WITHIN THE DRAINAGE EASEMENTS COMMON TO LOTS 33 AND 34 AND LOTS 41 AND 42 WILL BE MAINTAINED FOR PASSAGE OF ONE-HUNDRED YEAR STORM EVENTS FROM THE CUL-DE-SACS TO S. H.W.S. CLEVELAND BOULEVARD.
- 10. OUTLOTS 1 AND 2 ARE HEREBY DEDICATED TO SD 472 TO BE USED AS DRAINAGEWAYS EXCEPT THE WEST TEN FOOT OF OUTLOT 2



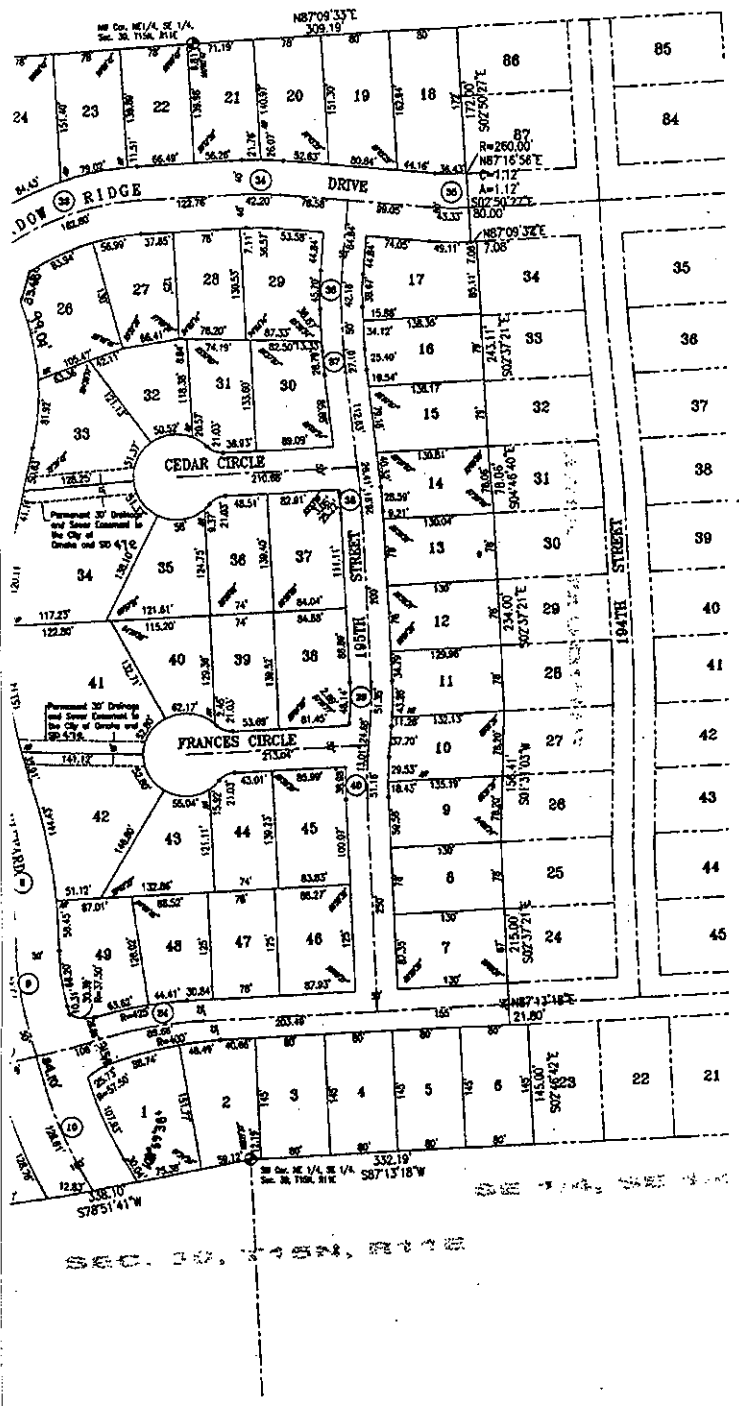
UNPLATTED



017	100.00	16.02	070338
018	100.00	71.57	4158210
019	100.00	76.54	480004
020	100.00	79.98	151917
021	100.00	87.72	520147
022	100.00	85.50	503701
023	100.00	106.63	194511
024	100.00	128.88	182540
025	100.00	128.88	075357
026	100.00	65.01	091822
027	100.00	89.50	125048
028	100.00	27.81	052142
029	100.00	34.33	062857
030	100.00	55.72	062557
031	100.00	31.04	060151
032	100.00	21.57	060151
033	100.00	81.38	432522
034	100.00	124.10	12377
035	100.00	34.00	143040
036	100.00	33.98	061706
037	100.00	160.42	310319
038	100.00	42.20	080332
039	100.00	43.33	081631
040	100.00	42.18	080324
041	100.00	27.10	033253
042	100.00	28.91	035114
043	100.00	51.35	072119
044	100.00	54.12	071841
045	100.00	78.53	445843

KNOW ALL MEN BY THESE PRESENTS THAT THE BOARD OF DIRECTORS of the Woodland Homes, Inc., a Nebraska corporation, and the GREAT WESTERN BANK, and WELLS FARGO BANK, MEMBERS of the Board, approved within the Land Survey...
 GREAT WESTERN BANK, INC. OWNER
 WELLS FARGO BANK, INC. OWNER

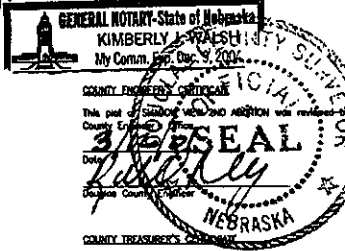
WOODLAND HOMES, INC. OWNER
 GREAT WESTERN BANK, INC. OWNER
 WELLS FARGO BANK, INC. OWNER



ACKNOWLEDGMENT OF NOTARIES

State of Nebraska }
 County of Douglas } SS
 On this 8 day of March 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Gerald L. Torson, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of WOODLAND HOMES, INC., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Partition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.

State of Nebraska }
 County of Douglas } SS
 On this 9 day of March 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Jerry L. Standenford, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of LANE BUILDING CORP., a Nebraska corporation, OWNER, and he did acknowledge his execution of the foregoing Dedication and Partition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Corporation.



THIS IS TO CERTIFY THAT I find no regular nor special tax delinquency against the property described in the Land Survey Certificate and embraced in this plat, as shown by the records in my office.

APPROVAL OF CITY ENGINEER OF OMAHA
 I HEREBY APPROVE this plat of SHADOW VIEW 2ND ADDITION inclusive and outside of Lots 1 and 2 to the design standard of April 1, 2001.
 Date: 3.26.01
 Jerry Vieregge
 City Engineer

APPROVAL OF CITY PLANNING BOARD
 This plat of SHADOW VIEW 2ND ADDITION was approved by Board on the 26th day of March 2001.
 Date: 3.26.01
 J. Frank M.
 Chairman, CITY PLANNING BOARD

APPROVAL OF OMAHA CITY COUNCIL
 This plat of SHADOW VIEW 2ND ADDITION was approved by Council of Omaha, Nebraska, this 18th day of March 2001.
 Date: 3.26.01
 Charles R. Meyer
 Mayor
 Curtis T. ...
 City Clerk

THESE PROCEEDINGS that WOODLAND HOMES, INC., a Nebraska corporation, and WELLS FARGO BANK, MORTGAGEE, of the land described within the said Subdivision Certificate are with and within this plat, have to be subdivided into lots and streets to be numbered and named as shown hereon, and subdivision to be hereinafter known as SHADOW VIEW 2ND ADDITION and do hereby grant the easements shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District and others and to any company which has been granted a franchise under the authority of the City Council of Omaha, Nebraska, to provide a Cable in the area to be subdivided, their successors and assigns, to erect, install, operate, maintain, repair, and renew poles, wires, crossarms, downspouts and conductors with other related facilities and to extend thorough wires or cables for the carrying and transmission of electric current for light, heat, and transmission of signals and signals of all kinds including signals provided by cable-television systems, and the reception thereof, over, through, and across a five foot (5') wide strip of land abutting the front and side boundary lot lines and an eight foot (8') wide strip of land abutting the rear of interior lots and all exterior lots that are adjacent to presently platted and recorded lots. We do further grant a perpetual easement to the District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related extent thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting on streets, alleys, lanes, retaining walls, or loose rock soils shall be placed in the above described easement ways, but the same may be used for gardens, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

INC. OWNER: *[Signature]* President
 GREAT WESTERN BANK, MORTGAGEE: *[Signature]* Timothy Friesen, Vice President
 SR. OWNER: *[Signature]* President
 WELLS FARGO BANK, MORTGAGEE: *[Signature]* Andrew L. Pearson, Vice President

NOTARY PUBLIC: State of Nebraska }
) SS
 County of Douglas }
 On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared P. Timothy Friesen, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of GREAT WESTERN BANK, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Bank.

Notary Public: *[Signature]*
 State of Nebraska }
) SS
 County of Douglas }
 My Comm. Exp. Dec. 9, 2006

Notary Public: ANGELA M. MURPHY
 MY COMMISSION EXPIRES
 April 11, 2004

NOTARY PUBLIC: State of Nebraska }
) SS
 County of Douglas }
 On this 9 day of March, 2001, A.D., before me, a Notary Public, duly commissioned and qualified for said County, appeared Andrew L. Pearson, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of WELLS FARGO BANK, MORTGAGEE, and he did acknowledge his execution of the foregoing Dedication and Petition to be his voluntary act and deed as such Officer and the voluntary act and deed of said Bank.

Notary Public: *[Signature]*
 State of Nebraska }
) SS
 County of Douglas }
 My Comm. Exp. Dec. 9, 2006

Notary Public: BARBARA E. CASEY
 MY COMMISSION EXPIRES
 May 1, 2001

GENERAL NOTARY-STATE OF NEBRASKA
 KIMBERLY WALSH
 My Comm. Exp. Dec. 9, 2006
 COUNTY ENGINEER'S CERTIFICATE
 This plat of SHADOW VIEW 2ND ADDITION was reviewed in Douglas County, Nebraska
 Date: *[Signature]*
 County Engineer

GENERAL NOTARY-STATE OF NEBRASKA
 BARBARA E. CASEY
 My Comm. Exp. May 1, 2001

CITY ENGINEER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I find no regular nor special taxes due or delinquent against the property described in the Land Surveyor's Certificate and embraced in this plat, as shown by the records of this office.
 Date: *[Signature]*
 City Engineer

SEAL: NEBRASKA
 COUNTY OF DOUGLAS

APPROVAL OF CITY ENGINEER OF OMAHA
 I HEREBY APPROVE the plat of SHADOW VIEW 2ND ADDITION (Lots 1 through 170, inclusive and Dotted 1 and 2) as to the design standards this 11 day of April, 2001.
[Signature]
 City Engineer

SEAL: CITY OF OMAHA, NEBRASKA
 INCORPORATED FEBRUARY 2, 1857

APPROVAL OF CITY PLANNING BOARD
 This plat of SHADOW VIEW 2ND ADDITION was approved by the CITY PLANNING BOARD, this 2ND day of MAY, 2001.
[Signature]
 Chairman, CITY PLANNING BOARD

SEAL: CITY OF OMAHA, NEBRASKA
 INCORPORATED FEBRUARY 2, 1857

APPROVAL OF OMAHA CITY COUNCIL
 This plat of SHADOW VIEW 2ND ADDITION was approved and accepted by the City Council of Omaha, Nebraska, this 18th day of December, 2001.
[Signature]
 President
[Signature]
 City Clerk

SEAL: CITY OF OMAHA, NEBRASKA
 INCORPORATED FEBRUARY 2, 1857

lamp, rymearson & associates inc.
 planners
 14730 west dodge road, suite 100
 omaha, nebraska 68154-2028
 PH: 402-398-2148
 FAX: 402-398-2780

FINAL
 PLAT
 Job number-Book
 00052.00-003
 Book page
 Date
 Mar. 1, 2001
 sheet
 1 of 1