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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

[The Space Above Line is for Recording Data]

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions is made as of the 16th day of September 1997, by Wiese Development Corporation, a Nebraska corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the following legally described real property, to wit:

Lots 1 through 29, inclusive, Shiloh Ranches, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (unless the context otherwise requires Lots 1 through 29, inclusive, Shilo Ranches, shall be referred to individually as a "Lot" and collectively as the "Lots").

WHEREAS by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, the Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding on the present owners of the Lots and all its successors and assigns and all subsequent owners of the Lots and improvements thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Declarant hereby agrees that the Lots be subject to the following Declaration of Covenants, Easements and Restrictions ("Declaration") as follows:

1. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for any other person or

*Walt Fullenkamp & Doyle
11440 West Center Rd Suite C
Omaha NE 68144*

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persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or to recover damages for such violation.

2. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of a recorded written instrument as to any Lot or Lots in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

3. The Lots shall be used for residential purposes only. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. The number of horses or ponies or both permitted on each Lot shall not exceed more than one (1) per acre, and, in no event, shall any Lot have more than two horses. No swine, goats, or poultry shall be kept on any of the Lots.

4. Prior to any construction or grading on any Lot, the owner of such Lot must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. The decision of the Declarant regarding the building design and placement of the improvements on each Lot shall be in the Declarant's absolute and sole discretion. All plans submitted to the Declarant shall include site plans showing location of residence, other buildings, structures, and improvements. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Any such plans shall also include the plans, specifications and diagram for the septic system. In the event an owner of a Lot contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Any plans submitted to the Declarant will not be returned to the owner of the Lot. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Lot in writing of its approval of plans or of disapproval with reasons therefor.

5. Construction on or improvement to any Lot shall be subject to the following restrictions:

- (a) No Lot shall be subdivided;
- (b) All residences shall be constructed with a built-in, attached back facing or side facing garage, for a minimum of two and no more than three automobiles. Chimneys and front elevation of all concrete or cement block foundation, if exposed, must be faced with brick or stone. All roofing materials to be Heritage Singles or other similar style or brand of singles approved by Declarant.
- (c) Unless approved in writing by the Declarant, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in

height, having a garage for not less than two nor more than three standard automobiles, and containing finished living areas, exclusive of porches, breezeways, carports, and garages of at least 2,000 square feet on the ground floor of a one-story house; 2,400 square feet total square footage on the ground floor and second floor of a one and one-half story house; and 2,800 total square feet on the ground floor and second floor of a two-story house.

The Declarant shall have the right to define the terms one-story, one and one-half story, two-story, and multi-level house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

- (c) All power and telephone service wires shall be buried underground.
- (d) No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.
- (e) All accessory buildings shall have a useful purpose and be compatible with the residential structure. If accessory buildings are used for the shelter of animals, they shall not exceed the necessary size of such shelter. All accessory buildings must be enclosed and shall be constructed with the same roofing and siding material as the residential structure. In case of a brick constructed residence, the siding material may be of a different type than that used on the residence but approval must be obtained from the undersigned. In no event will open lean-tos, pole and roof structure or any temporary shelters be permitted. All fences erected and installed on any Lot that will front on any street or any fence erected and installed from the rear of the residential structure to the front of any Lot, shall be constructed of wood or approved vinyl, not over 4' high, such as split-rail type fencing. It is the intention of this regulation to prohibit the use of wire, rope, chain or chain link fence material for fencing that side of any Lot that fronts the street or lies to the side of the residence.
- (f) The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days.

- (g) All trash and garbage shall be contained and enclosed in metal or plastic containers.
- (h) No fuel tanks on the outside of any building, structure or improvement shall be exposed to view.
- (i) Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
- (j) No building or structure shall be erected within 100 feet from the front lot line. All Lots shall have a side yard set back of 50 feet and a rear yard set back of 35 feet.

6. Any and all horses or livestock maintained on any Lot shall be kept in accordance with the requirements of SF-1 zoning and shall be located to the rear of the residence. On any corner Lot, the horses shall be maintained no closer to the street than the residence set-back on the adjoining lot, unless specifically waived by the owner of the adjacent Lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat orderly manner by the owner of the Lot. All horse fencing must be kept in good workable condition and not allowed to deteriorate or look shabby. Each owner shall take all reasonable and necessary steps to insure adequate rodent control on his, her or its Lot.

7. No garden or field crop shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Each Lot owner shall take whatever steps are necessary to control noxious weeds on his, her or its Lot.

8. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its Lot.

9. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

10. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Lots.

11. No dwelling house constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building

line of the residence. With the exception of one chattel, whether it be a boat or a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. All trucks shall be enclosed in structures, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennas, or satellite dishes exceeding 18" in diameter, may be erected on any Lot or portion thereof. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

12. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage ways. No existing trees or natural terrain shall be disturbed without the prior written approval of the Declarant.

13. An Association will be formed by the owners of lots of Shiloh Ranches to replace the Declarant as Architectural control committee upon 80% of lots have been built upon and completed.

14. The Declarant is hereby given the right to enter upon any vacant or unattended Lot for the purpose of improving its general appearance, to mow weds, etc., should it become necessary without being classified as a trespasser, provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

15. Except as provided in Paragraph 2 herein, this Declaration may be amended or rescinded by written instrument signed by the then owners of seventy-five percent (75%) of the Lots. This Declaration shall run with and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded through December 31, 2017, after which time this Declaration shall be automatically extended for a successive period of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five (75%) of the Lots and has been recorded prior to the commencement of any ten-year period.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

DECLARANT:

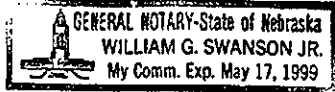
WIESE DEVELOPMENT CORPORATION,
a Nebraska corporation,

By: *Merrill A. Wiese*
Title: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came MERRETT WIESE, President of Wiese Development Corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 16 day of September 1997.



William G. Swanson Jr.

Notary Public

Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
Attn: LAJ



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**AMENDMENT TO THE DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

This Amendment to the Declaration of Covenants, Easements and Restrictions is made on this 12th day of MAY 1998, by Wiese Development Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of more than seventy-five (75%) percent of the Lots located in the subdivision known as Shiloh Ranches and hereby files this amendment to the Declaration of Covenants, Easements and Restrictions filed of record in the office of the Douglas County Register of Deeds, Miscellaneous Records, Book 1222, Page 550.

WHEREAS, this Amendment to the original Declaration of Covenants, Easements and Restrictions shall be filed of record against the following described real estate, to wit:

Lots 1 through 29, inclusive, Shiloh Ranches, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (unless the context otherwise requires Lots 1 through 29, inclusive, Shiloh Ranches, shall be referred to individually as a "Lot" and collectively as the "Lots").

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, provides as follows:

- 1. Paragraph 5(c) shall be amended in its entirety as follows:

(c) Unless approved in writing by the Declarant, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in height, having a garage for not less than two nor more than four standard automobiles, and containing finished living areas, exclusive of porches, breezeways, carports, and garages of at least 2,000 square feet on the ground floor of a one-story house; 2,400 total square feet on the ground floor and second floor of a one and one-half story house; and 2,800 total square feet on the ground floor and second floor of a two-story house.

The Declarant shall have the right to define the terms one-story, one and one-half story, two-story, and multi-level house. Any

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house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

2. Paragraph 5(e) shall be amended by adding the following language:

(e) In the event an owner of a Lot installs or constructs a swimming pool, the owner of such a Lot may construct or erect a 6' wooden or approved vinyl fence around the pool area only.

3. Paragraph 5(i) shall be amended in its entirety as follows:

(i) The Declarant is the owner and developer of all the Lots. Construction on a Lot or Lots shall commence within two (2) years after the initial conveyance or transfer of such Lot or Lots from the Declarant to any person, association or entity in accordance with the terms and conditions of this Declaration, as amended. Construction of each dwelling or structure on a Lot shall be completed within one (1) year after excavation of the footings. In the event any owner fails to either: (i) commence substantial construction on any Lot within two (2) years after the Declarant initially transfers or conveys such Lot; or (ii) complete construction within one (1) year after excavation of the footings, as described above, then such owner shall reconvey the Lot to the Declarant or a party designated by the Declarant, in writing, upon ten (10) days written notice from the Declarant for an amount equal to twenty (20%) percent less than the original purchase price from the Declarant to the initial owner. The Declarant or a party designated by the Declarant shall have any and all rights as may be provided for by law or equity, including, but not limited to, the right of specific performance. No remedy herein conferred upon or reserved to Declarant or any designated party is intended to be exclusive of any other remedy as may be provided or permitted by law.

4. Paragraph 11 shall be amended in its entirety as follows:

11. No dwelling house constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building line of the residence. With the exception of one chattel, whether it be a boat or a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. Any Truck exceeding one (1) ton shall not be permitted to be parked in driveways or on the public streets for more than forty-eight (48) hours. No outside radio or TV antennas, or satellite dishes exceeding 18" in diameter, may be erected on any Lot or portion thereof. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

IN WITNESS WHEREOF, the Declarant, being the owner of more than seventy-five (75%) percent of the Lots in Shiloh Ranches has caused these presents to be signed by its authorized Officer, the day and year first above written.

WIESE DEVELOPMENT CORPORATION, a
Nebraska corporation,

By: Merritt Wiese
Title: PRESIDENT

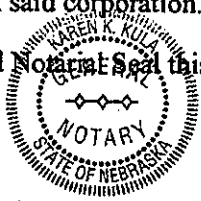
BANK OF BENNINGTON, a Nebraska banking
corporation, Mortgagee,

By: Leslie R. Andersen
Title: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Merritt Wiese, President of Wiese Development Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 12th day of May 1998.



Karen K. Kuehn
Notary Public

STATE OF NEBRASKA) MY COMMISSION EXPIRES:
) JULY 26, 2001
COUNTY OF DOUGLAS)ss.

Before me, a notary public, in and for said county and state, personally came Leslie R. Andersen, President of Bank of Bennington, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said mortgagee.

Witness my hand and Notarial Seal this 12 day of May 1998.



Lillian M. Smith
Notary Public

Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
Attn: LAJ



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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Second Amendment to the Declaration of Covenants, Easements and Restrictions is made on this 20th day of October 1999, by Wiese Development Corporation, a Nebraska corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of more than seventy-five (75%) percent of the Lots located in the subdivision known as Shiloh Ranches and hereby files this second amendment to the original Declaration of Covenants, Easements and Restrictions filed of record in the office of the Douglas County Register of Deeds on September 18, 1997, in Miscellaneous Records, Book 1222, Page 550, as amended in Miscellaneous Records, Book 1248, Page 117 (the "Declaration")

WHEREAS, this second amendment to the Declaration shall be filed of record against the following described real estate, to wit:

Lots 1 through 29, inclusive, Shiloh Ranches, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (unless the context otherwise requires Lots 1 through 29, inclusive, Shiloh Ranches, shall be referred to individually as a "Lot" and collectively as the "Lots").

NOW, THEREFORE, in furtherance thereof, the Declarant hereby adopts, declares, provides as follows:

1. Paragraph 3 of the Declaration shall be amended in its entirety as follows:

The Lots shall be used for residential purposes only. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. The number of horses or ponies or both permitted on each Lot shall not exceed more than one (1) per acre, and, in no event, shall any Lot have more than three (3) horses or ponies. No swine, goats, or poultry shall be kept on any of the Lots.

2. Except as expressly amended by the terms of this second amendment, the Declaration remains unchanged and is in full force and effect pursuant to its terms.

IN WITNESS WHEREOF, the Declarant, being the owner of more than seventy-five (75%) percent of the Lots in Shiloh Ranches has caused these presents to be signed by its authorized Officer, the day and year first above written.

WIESE DEVELOPMENT CORPORATION, a
Nebraska corporation,

By: Merritt Wiese
Title: President

BANK OF BENNINGTON, a Nebraska banking
corporation, Mortgagee,

By: Richard L. Aldinger
Title: Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Merritt Wiese, President of Wiese Development Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 20th day of October 1999.



Sandra L Roberts
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Richard L Aldinger, Vice President of Bank of Bennington, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said mortgagee.

Witness my hand and Notarial Seal this 20th day of October 1999.



Sandra L Roberts
Notary Public

Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
Attn: LAJ

FIRST PLATTING

AND OUTLOT A

N., R. 11 E. OF THE 6TH P.M.

NEBRASKA

NE
NW
SE
SW

SURVEYOR'S CERTIFICATE

I, CHARLES W. AHERN, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THIS PLAT OF SHILOH RANCHES, FIRST PLATTING HAS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IRON PINS (5/8-INCH X 24-INCH REBAR) AT THE CORNERS OF ALL LOTS, STREETS, ANGLE POINTS, AND THE TERMINATION OF THE GRADING, AND THAT A BOND HAS BEEN FURNISHED TO DOUGLAS COUNTY, NEBRASKA, IN ORDER TO SECURE PERMANENT IRON PINS AS SHOWN ON THIS PLAT OF SHILOH RANCHES, FIRST PLATTING, THE LIMITS AND BOUNDARIES OF A PART OF THE NORTH HALF (N 1/2) OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 8; THENCE ALONG THE WEST LINE OF SAID SECTION 8, NORTH 00°00'00" TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 36; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1) N89°50'43"E, 32.99 FEET; 2) N16°11'33"E, 161.93 FEET; 3) S89°07'16"E, 1369.81 FEET; 4) N88°23'43"E, 1198.04 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8; 5) S82°58'24"E, 25.19 FEET; THENCE S00°01'36"W, 354.17 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET AND A CHORD BEARING N86°01'22"W, 25.06 FEET, TO THE POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID EAST LINE, S00°01'36"W, TO THE CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, SOUTH 88°01'36"W TO POINT OF BEGINNING, CONTAINING AN AREA OF 153.20 ACRES, MORE OR LESS.

DATED THIS 11th DAY OF February, 1997 A.D.

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MERRITT WIESE AND ELIZABETH WIESE, OWNERS AND PROPRIETORS, AND GARY J. FRIEDMAN, VICE-PRESIDENT, OF THE MORTGAGEE, OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THIS SUBDIVISION TO BE KNOWN AS SHILOH RANCHES, FIRST PLATTING, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 16) AND THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE AND ALSO GRANT THE EASEMENTS SHOWN ON THIS PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PERPETUAL PERPETUAL EASEMENT IN FAVOR OF AND GRANTING TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT, AND U S WEST COMMUNICATIONS, THEIR ASSIGNS AND OPERATE, MAINTAIN, REPAIR, AND RENEW UNDERGROUND CABLES OR CONDUITS, POLES WITH NECESSARY SUPPORT GUYS AND ANCHORS AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE FOR THE CARRYING AND TRANSMISSION OF LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS FOR ALL KINDS INCLUDING SIGNALS PROVIDED BY THE SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND ABUTTING THE BOUNDARY LINES OF ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS; A (16) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO RECORDED LOTS. THE SIXTEEN (16) FEET WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FEET WIDE STRIP WHEN THE LOTS ARE RECORDED. WE DO FURTHER GRANT A PERMANENT DRAINAGE AND UTILITY EASEMENT TO SANITARY AND IMPROVEMENT TWENTY (20) FEET IN WIDTH ADJACENT TO ALL PUBLIC STREET RIGHTS OF WAY, EXCEPT 192ND STREET AND HIGHWAY 36. THE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 10th DAY OF February, 1997 A.D.

FOR
Merritt Wiese
MERRITT WIESE

Gary J. Friedman
GARY J. FRIEDMAN
VICE-PRESIDENT, FARM CREDIT SERVICES OF THE MIDWEST

Elizabeth Wiese

RVEY OF THE OUTER BOUNDARIES
 THAT I SHALL INSTALL PERMANENT
 AL POINTS OF ALL CURVES UPON
 TO INSURE THE PLACING OF
 OF SAID PLAT ARE AS FOLLOWS:
 Y, NEBRASKA, MORE PARTICULARLY

04°13'E (ASSUMED BEARING), 2374.41
 LINE THE FOLLOWING FIVE (5) COURSES:
 FEET TO A POINT ON THE EAST LINE
 E BEGINNING OF A CURVE TO THE LEFT;
 N ARC DISTANCE OF 25.06 FEET TO A
 2185.43 FEET TO THE SOUTHEAST
 9°57'56"W, 2647.10 FEET TO THE

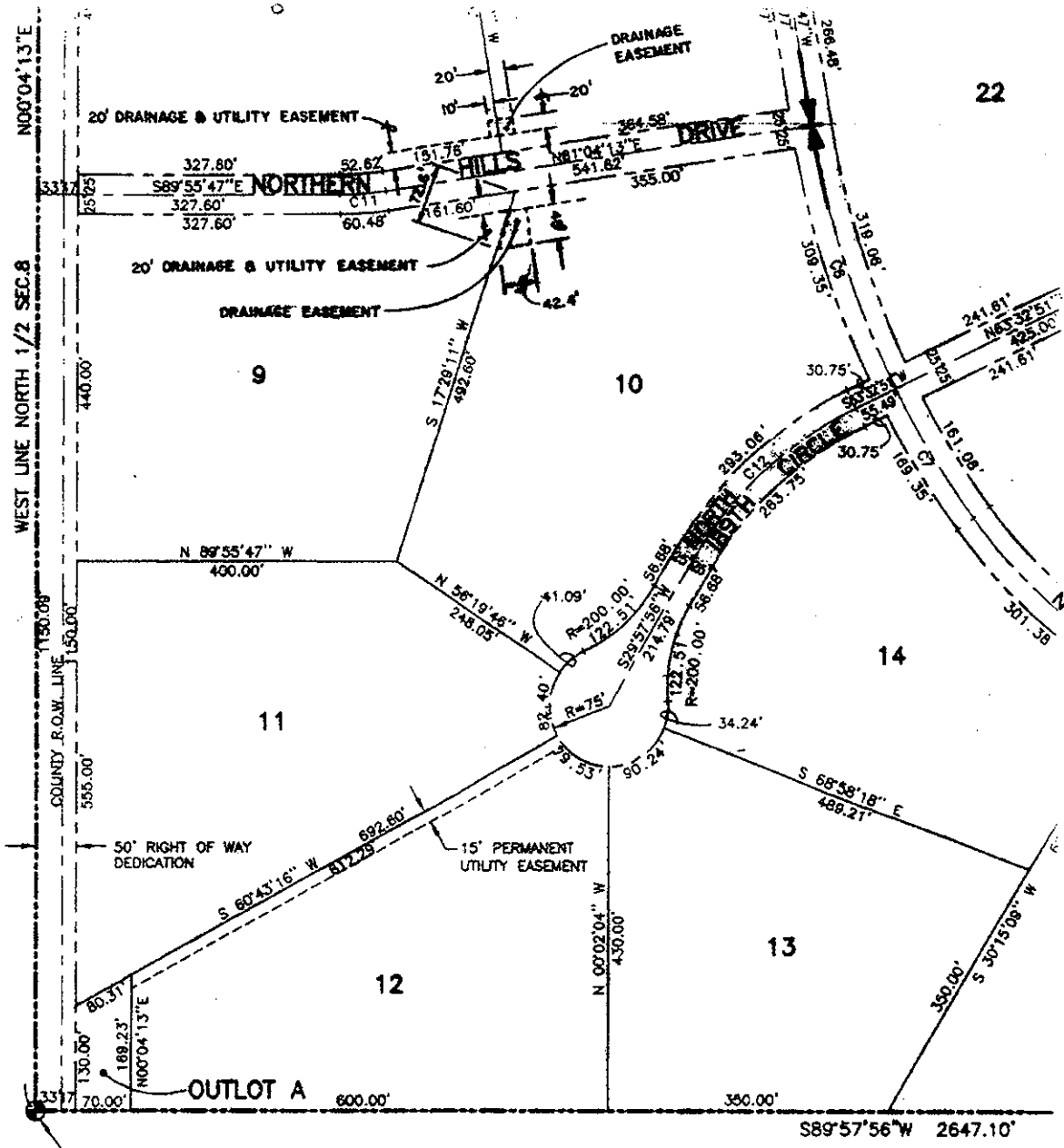


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 REGISTER OF DEEDS

FARM CREDIT SERVICES OF THE MIDLANDS, FLCA,
 THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, SAID
 29, INCLUSIVE, AND OUTLOT A), AND WE APPROVE THE
 E THE STREETS AS SHOWN HEREON AND WE DO
 RPOSES NOTED. WE DO FURTHER GRANT A
 CH HAS BEEN GRANTED A FRANCHISE TO
 R SUCCESSORS AND ASSIGNS, TO ERECT
 PTS, SUSTAINING WIRES, CROSS ARMS,
 SION OF ELECTRIC CURRENT FOR
 VIDED BY A CABLE TELEVISION
 TING THE FRONT AND THE SIDE
 ALL INTERIOR LOTS; AND A SIXTEEN
 ENT TO PRESENTLY PLATTED AND

THE ADJACENT LAND IS SURVEYED, PLATTED
 IT DISTRICT 419 AND THE ABOVE NAMED UTILITY COMPANIES, THEIR SUCCESSORS AND ASSIGNS,
 6. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE ABOVE
 USES THAT DO NOT THEN OR LATER INTERFERE

DLANDS, FLCA

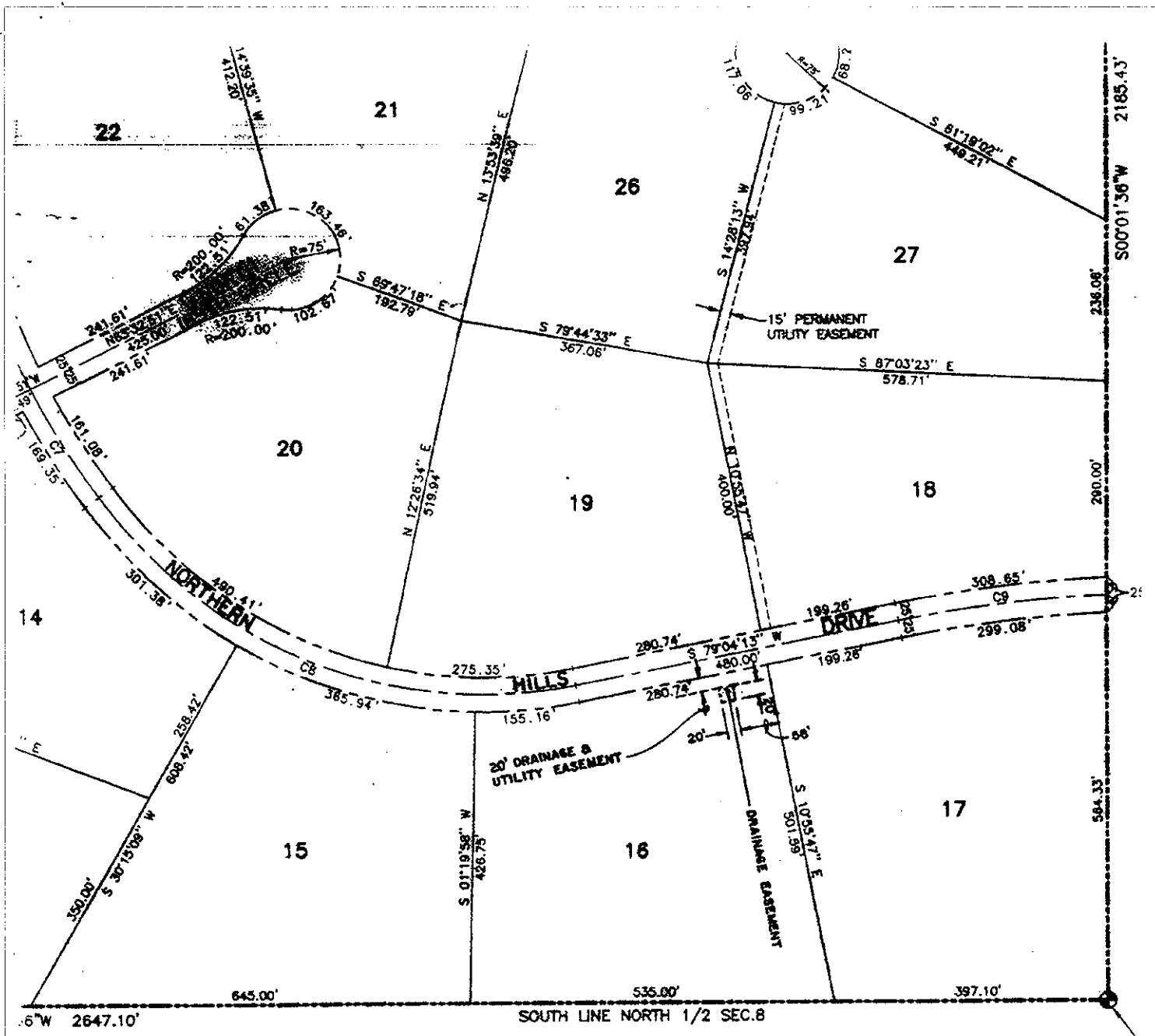


POINT OF BEGINNING
WEST 1/4 CORNER
SEC. 8-T16N-R11E
FOUND BRASS CAP
IN MONUMENT

☉ CURVE DATA

NUMBER	DELTA	RADIUS	ARC	TANGENT	CHORD	BEARING
C1	19°44'26"	1435.00'	494.41'	249.68'	491.97'	S 83°32'16" W
C2	01°35'50"	1435.00'	40.00'	20.00'	40.00'	S 72°52'08" W
C3	27°00'00"	475.00'	223.84'	114.04'	221.77'	S 85°34'13" W
C4	79°57'02"	440.00'	613.98'	368.88'	565.36'	S 59°05'42" W
C5	28°02'58"	440.00'	215.40'	109.91'	213.26'	S 05°05'42" W
C6	17°31'22"	1150.00'	351.71'	177.24'	350.34'	S 17°41'28" E
C7	09°28'38"	1150.00'	190.22'	95.33'	190.00'	S 31°11'28" E
C8	65°00'00"	700.00'	794.12'	445.95'	752.22'	S 68°25'47" E
C9	08°42'18"	2000.00'	303.86'	152.23'	303.57'	N 83°25'22" E
C10	31°23'03"	1280.00'	701.13'	359.60'	692.40'	S 00°38'25" E
C11	09°00'00"	360.00'	56.55'	28.33'	56.49'	S 85°34'13" W
C12	33°34'55"	475.00'	278.40'	143.33'	274.44'	S 46°45'23" W
C13	01°00'02"	1435.00'	25.06'	12.53'	25.06'	N 86°05'30" W

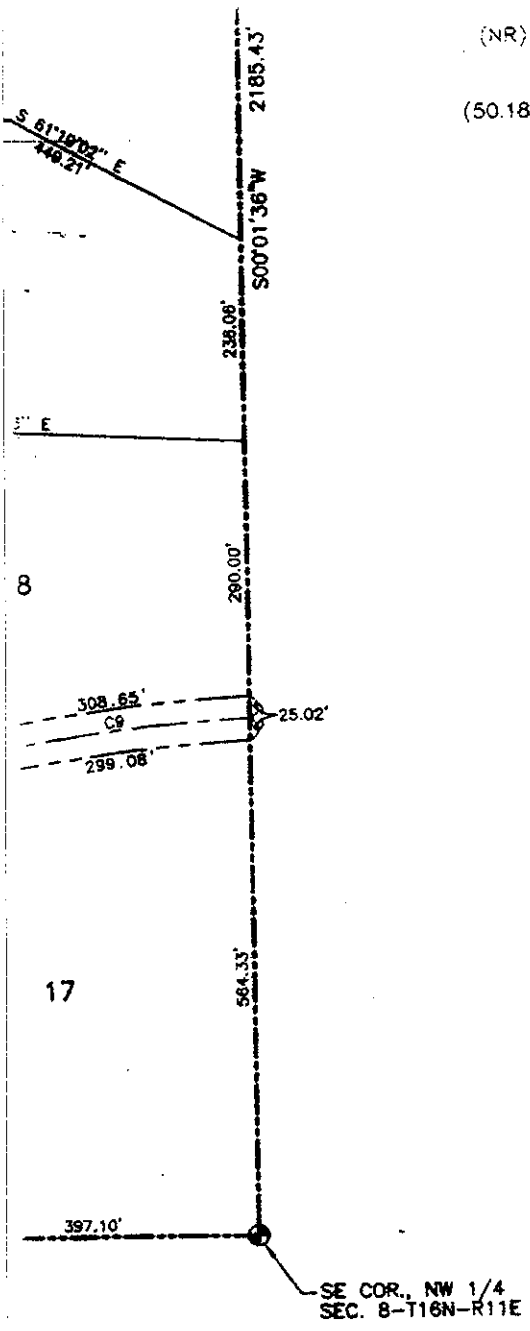
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NOTES

1. ALL EASEMENTS SHOWN ARE PERMANENT EASEMENTS GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 419 UNLESS SHOWN OTHERWISE.
2. ALL CURVE DATA IS BASED ON THE ARC DEFINITION.
3. DIRECT VEHICULAR ACCESS FROM LOTS 1 THRU 5, INCLUSIVE, ONTO STATE HIGHWAY 36 WILL NOT BE ALLOWED.
4. DIRECT VEHICULAR ACCESS FROM LOTS 5, 6, 8, 9 AND 11 ONTO 192ND STREET WILL NOT BE ALLOWED.

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(NR) INDICATES NON-RADIAL LINE
 (50.18') DIMENSIONS IN PARENTHESIS ARE EASEMENT DIMENSIONS

BOUNDARY LINES OF ALL (16) FEET WIDE STRIP OF LAND RECORDED LOTS. THE SIXTEEN AND RECORDED. WE DO FURTHER TWENTY (20) FEET IN WIDTH DESCRIBED EASEMENT WAYS WITH THE AFORESAID USES

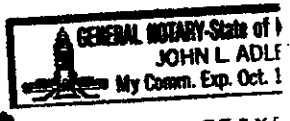
IN WITNESS WHEREOF, WE DO
 FOR
Merritt Weese
 MERRITT WEESE

Elizabeth Weese
 ELIZABETH WEESE

STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } SS

ON THIS 4th DAY OF June
 PERSONALLY CAME THE ABOVE
 PERSONS KNOWN TO ME
 AND THEY ACKNOWLEDGE THE
 WITNESS MY HAND AND OFFICE

MY COMMISSION EXPIRES ON



NOTARIAL SEAL AFFIXED TO REGISTER OF DEEDS

THIS PLAT OF SHILOH
 ON THIS 9th DAY OF June
Mary Ann
 CHAIRMAN

AND IMPROVEMENT DISTRICT
 HIGHWAY 36 WILL NOT BE ALLOWED.
 STREET WILL NOT BE ALLOWED.

IMPRINT REGISTER

THIS PLAT OF SHILOH
 OFFICE ON THIS 7th

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

RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FEET WIDE STRIP OF LAND... OF ALL LOTS; AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED... THE SIXTEEN (16) FEET WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED... WE DO FURTHER GRANT A PERMANENT DRAINAGE AND UTILITY EASEMENT TO SANITARY AND IMPROVEMENT DISTRICT 419 AND THE ABOVE NAMED... T.W. WIDTH ADJACENT TO ALL PUBLIC STREET RIGHTS OF WAY, EXCEPT ROAD STREET AND HIGHWAY 26. NO PERMANENT BUILDINGS OR PERMANENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR IN THE FUTURE SAID USES OR RIGHTS HEREIN GRANTED.

WE DO HEREBY SET OUR HANDS THIS 10th DAY OF February, 1997, A.D.

M. Weese
M. Weese

Gary J. Friedman
GARY J. FRIEDMAN
VICE-PRESIDENT, FARM CREDIT SERVICES OF THE MIDLANDS, FLCA

ACKNOWLEDGEMENT

KA }
AS } SS

STATE OF Nebraska
COUNTY OF Douglas

ON THIS February 10th, 1997, A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY THE ABOVE NAMED MERRITT WESE AND ELIZABETH WESE, HUSBAND AND WIFE, WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT, AND WHOSE SIGNATURES I HAVE SEEN AND WHOSE IDENTIFICATION I HAVE EXAMINED, I ACKNOWLEDGE THE EXECUTION THEREFORE TO BE THEIR VOLUNTARY ACT AND DEED.

ON THIS 10th DAY OF February, 1997, A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY THE ABOVE NAMED MERRITT WESE AND ELIZABETH WESE, HUSBAND AND WIFE, WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT, AND WHOSE SIGNATURES I HAVE SEEN AND WHOSE IDENTIFICATION I HAVE EXAMINED, I ACKNOWLEDGE THE EXECUTION THEREFORE TO BE THEIR VOLUNTARY ACT AND DEED.

AND OFFICIAL SEAL THE LAST DATE AFORESAID. John L. Adler
NOTARY PUBLIC

WITNESS MY HAND AND SEAL


EXPIRES ON THE 17th DAY OF October, 1997, A.D.

MY COMMISSION

NOTARY State of Nebraska
JOHN L. ADLER
Comm. Exp. Oct. 17, 1997

ALL AFFIXED DEEDS

APPROVAL OF THE DOUGLAS COUNTY BOARD

SHILOH RANCHES, FIRST PLATTING WAS APPROVED BY THE DOUGLAS COUNTY BOARD ON THE DAY OF June, 1997, A.D.

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED IN THE RECORDS OF THE DOUGLAS COUNTY ENGINEER'S OFFICE IS THE SAME AS THAT DESCRIBED IN THE RECORDS OF THE REGISTER OF DEEDS.

Paul Boyer
Paul Boyer
DOUGLAS COUNTY CLERK
SEAL OF THE COURT OF COMMISSIONERS OF THE COUNTY OF DOUGLAS, NEBRASKA



DATED THIS 23rd

IMPRINTED SEAL REGISTER OF DEEDS

IMPRINTED SEAL REGISTER OF DEEDS

APPROVED BY THE DOUGLAS COUNTY ENGINEER

APPROVED

SHILOH RANCHES, FIRST PLATTING WAS APPROVED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE ON THE DAY OF April, 1997, A.D.

THIS PLAT OF LAND IS THE SAME AS THAT DESCRIBED IN THE RECORDS OF THE REGISTER OF DEEDS.

Paul Boyer
DOUGLAS COUNTY ENGINEER
SEAL OF THE DOUGLAS COUNTY ENGINEER'S OFFICE

IMPRINTED SEAL REGISTER OF DEEDS

OF ALL INTERIOR LOTS; AND A SIXTEEN
ADJACENT TO PRESENTLY PLATTED AND
WHEN THE ADJACENT LAND IS SURVEYED, PLATTED
IN DISTRICT 419 AND THE ABOVE NAMED UTILITY COMPANIES, THEIR SUCCESSORS AND ASSIGNS,
BY 36. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE ABOVE
PURPOSES THAT DO NOT THEN OR LATER INTERFERE

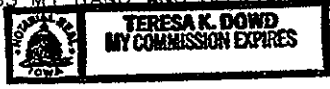
E MIDLANDS, FLCA

CORPORATION ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } SS

ON THIS 10th DAY OF February, 1997 A.D., BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME THE ABOVE NAMED GARY J. FRIEDMAN, VICE-PRESIDENT, FARM CREDIT SERVICES OF THE MIDLANDS, FLCA, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT AS VICE-PRESIDENT OF SAID CORPORATION, AND HE ACKNOWLEDGES THE EXECUTION THEREFORE TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



Teresa K. Dowd
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 24th DAY OF January, 1999, A.D.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

COUNTY TREASURER'S CERTIFICATE

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

DATED THIS 25th DAY OF June, 1997, A.D.

Julie M. Hancy
DOUGLAS COUNTY TREASURER



IMPRINTED SEAL
REGISTER OF DEEDS

APPROVAL OF THE DOUGLAS COUNTY PLANNING COMMISSION

THIS PLAT OF SHILOH RANCHES, FIRST PLATTING WAS APPROVED BY THE DOUGLAS COUNTY PLANNING COMMISSION ON THIS 11 DAY OF MARCH, 1997, A.D.

Paul J. [Signature]
CHAIRMAN

Plat and Dedication,
Filed 6-25-97, in Book 2064 at Page 9, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

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

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

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Any additional info.
20' width Drainage and Utility Easement to SZD 419 and Name)
Above Utility Comptinal Adjacent to all Public Streets Right
of way

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

Dated 9-16-97 Filed 9-18-97, in Book 1222 at Page 550, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

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

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

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

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

Any additional info.
Architectural control,

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to 1222-550
Dated 5-12-98 Filed 5-14-98, in Book 1248 at Page 117, Instrument No. _____

2nd Amend to 1222-550
10-20-99 10-29-99 1314-590

(Shiloh Ranches First Platting)