

K RIDGE ESTAIIES PHASE II

LOTS 31 THRU 57 INCLUSIVE

RECORDED

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 24,
TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

11660

INST # _____
RECORDING FEE 185.00
DEC 3 2002 AUDITOR FEE _____
RMA FEE _____

LEGEND

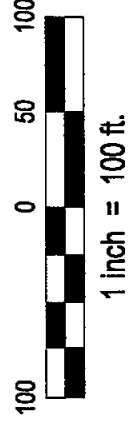
- PINS FOUND, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373 (UNLESS OTHERWISE NOTED)
- PINS SET, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373
- ⊠ PINS SET, 5/8" STEEL PLUG
- (P) PLAT DIMENSION
- (S) SURVEY DIMENSION
- (R) RECORDED
- ⊙ SECTION CORNER FOUND
- CH(x) CURVE CHORD DATA (SEE TABLE)
- R1 LAMP RYNEARSON SURVEY PLAT BOOK 84, PAGE 18776
- R2 HGM SURVEY PLAT BOOK 87, PAGE 18277
- R3 CARRELL SURVEY PLAT BOOK 91, PAGE 16975

LINE	LENGTH	BEARING
CH1	23.82	N05°22'12"E
CH2	46.77	N05°27'10"W
CH3	39.67	N15°24'35"W
CH4	7.59	N21°18'28"W
CH5	3.99	N22°21'29"W
CH6	44.12	N16°54'48"W
CH7	13.22	N10°27'14"W
CH8	50.00	N01°22'45"W
CH9	64.26	N15°02'47"E
CH10	89.52	N06°55'48"E
CH11	5.02	N11°23'23"W
CH12	39.35	N17°21'52"W
CH13	40.31	N18°10'39"W
CH14	17.48	N12°09'10"W
CH15	47.70	N06°09'11"W
CH16	7.60	N01°03'15"W

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	300.00'	51.09'	25.61'	9°45'24"
2	250.00'	52.57'	26.38'	12°02'57"
3	250.00'	43.77'	21.94'	10°01'57"
4	175.00'	111.91'	57.94'	36°38'21"

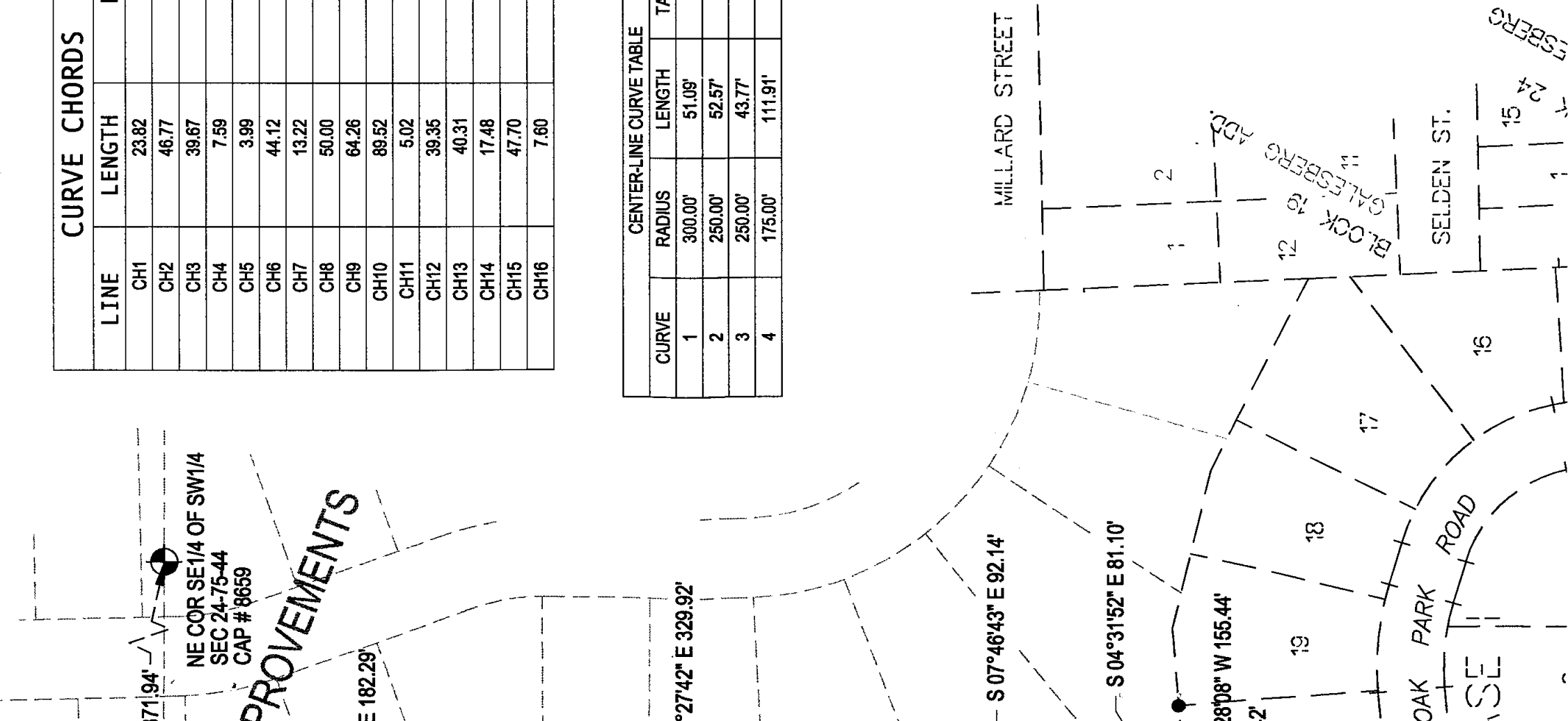
02 DEC -3 AM 10:56

JOHN SCIORTINO
RECORDER



NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
3. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS; AND 10 FEET IN WIDTH ALONG THE FRONT AND REAR LOT LINES OF ALL LOTS; SAID EASEMENTS ARE FOR UTILITY INSTALLATION AND MAINTENANCE AND FOR DRAINAGE. SAID DRAINAGE AREAS AND ANY INCLUDED DRAINAGE SYSTEMS ARE PRIVATE AND TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THEM.
4. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
5. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
6. AS PART OF THIS PLATTING, IN ANSWER TO A REQUEST BY OAK RIDGE ESTATES, L.L.C., THE CITY OF COUNCIL BLUFFS DOES HEREBY RELEASE ANY EXISTING UTILITIES EASEMENTS THAT WERE RESERVED IN THE DEED FROM THE CITY OF COUNCIL BLUFFS TO GARY L. GRIFFIS FILED IN BOOK 87, PAGE 16034 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDS.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

PHASE II

12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3599

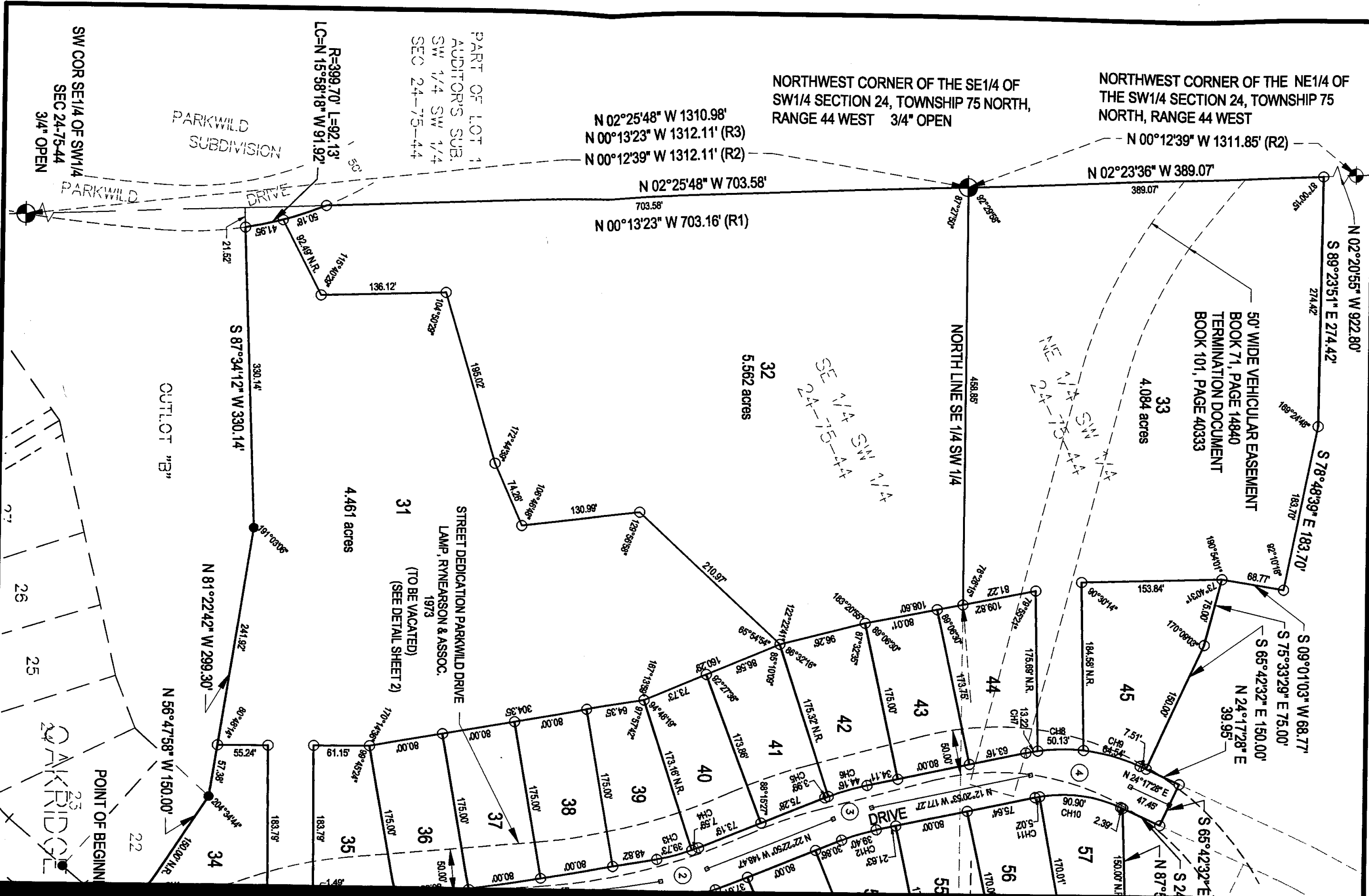
7130 SOUTH 28TH STREET, SUITE D
LINCOLN, NE 68516-5841
PHONE: (402) 420-7217
FAX: (402) 420-7218

FILED FOR RECORD
POTTAWATTAMIE CO. IA.
BK 103639549
649639549

Proj No: 2000032.02
 Date: 09/04/2002
 Designed By: MAA
 Drawn By: LDD
 Chk By (Insp): Chk By (Cad Mgr):
 Scale: 1" = 100'
 Sheet 1 of 3

No	Date
1	10/30/2002

FINAL PLAT



IDGE ESTATES PHASE II

LOTS 31 THRU 57 INCLUSIVE

A PLATTING OF PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 24,
SHIP 75 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

DETAIL

STREET DEDICATION PARKWILD DRIVE
LAMP, RYNEARSON & ASSOC.

1973

(TO BE VACATED)

SE II



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
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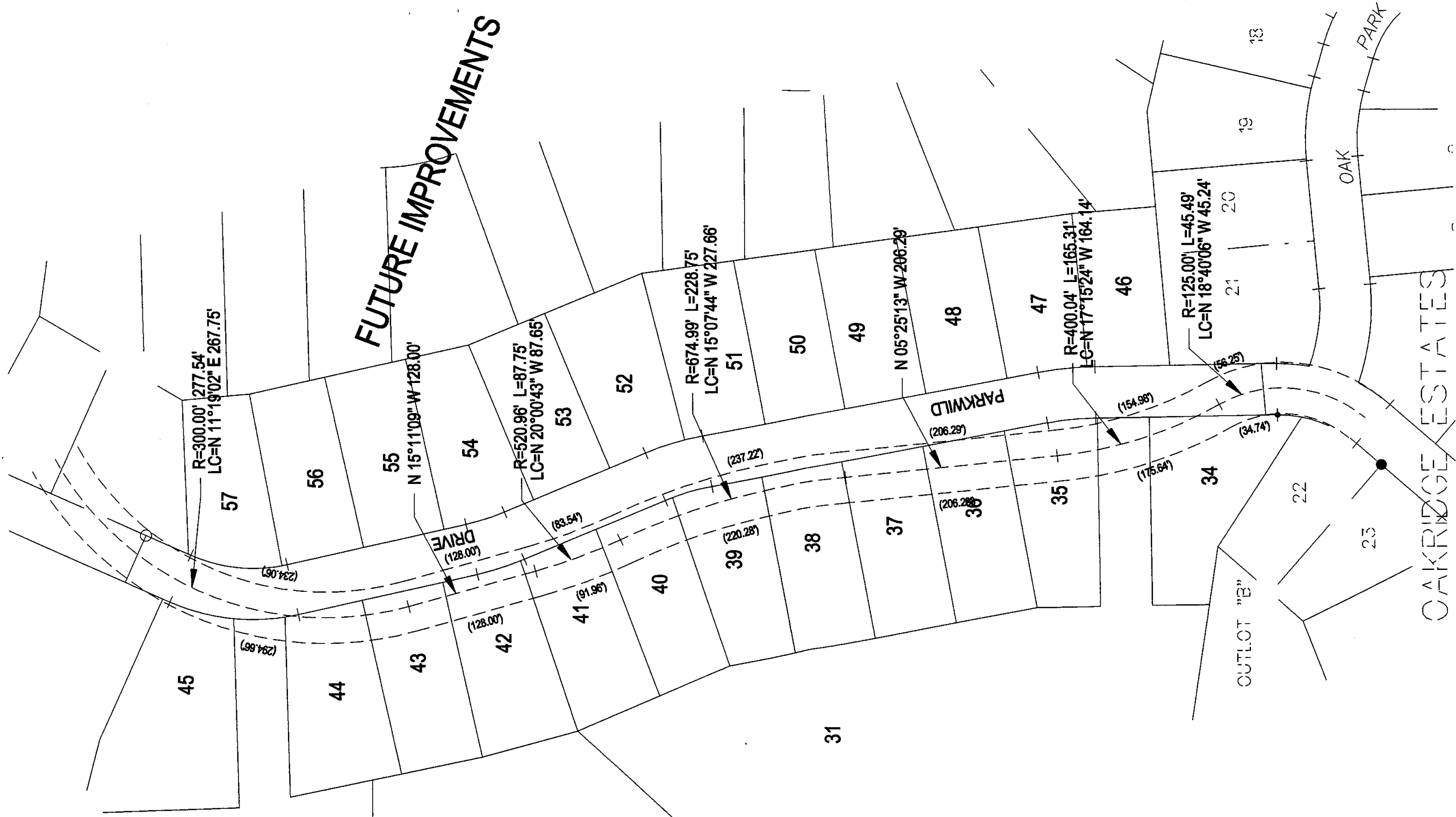
7130 SOUTH 29TH STREET, SUITE D
LINCOLN, NE 68516-5841
PHONE: (402) 420-7217
FAX: (402) 420-7218

OAK RIDGE

BEING A PLAT
TOWNSHIP 7

STR
LAM

FUTURE IMPROVEMENTS



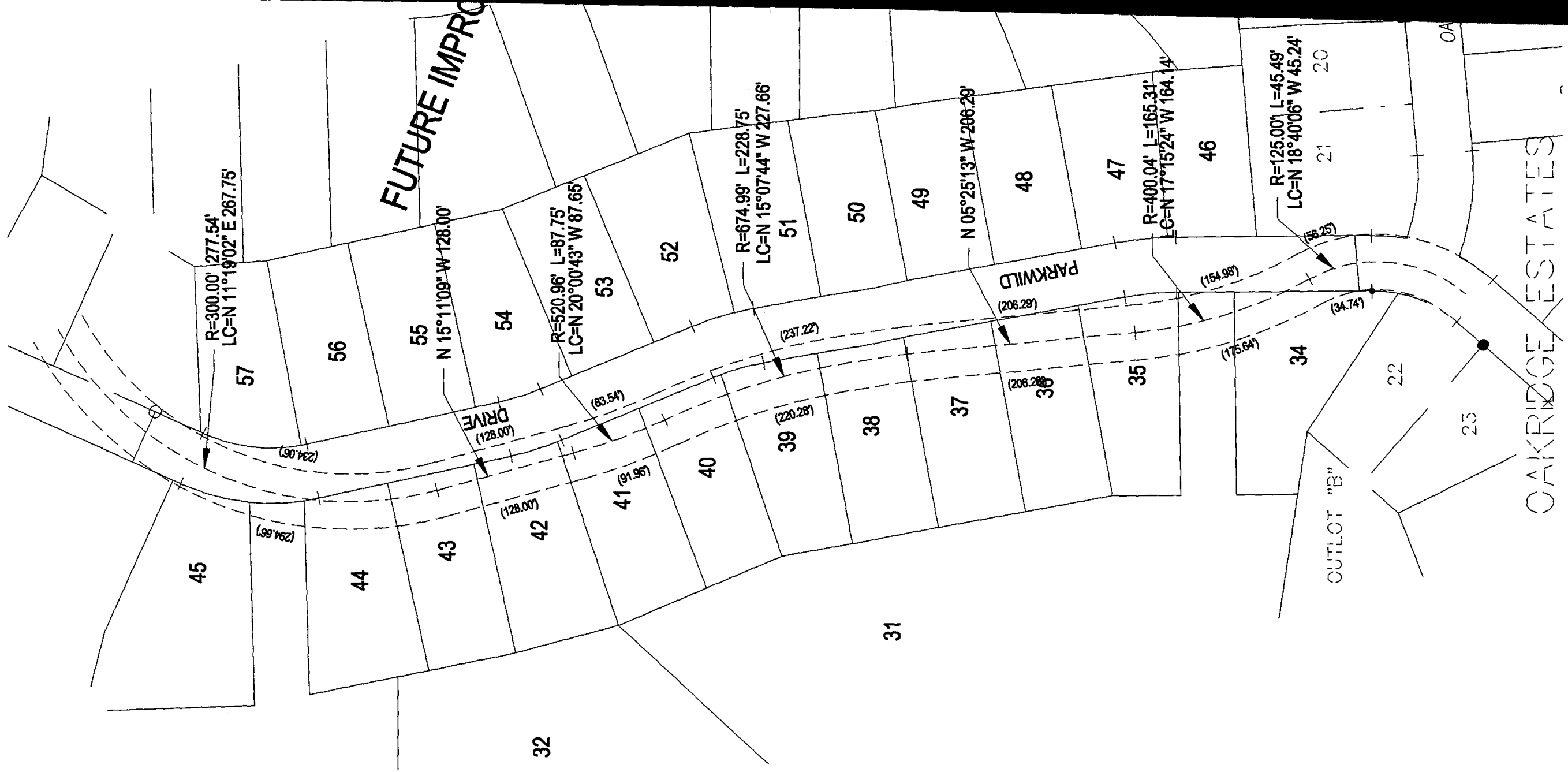
OAK RIDGE ESTATES

2000032.02
09/04/2002
MAA
d Mgr):
1" = 100'

NO	Revisions	Date
1		10/30/2002

FINAL PLAT

OAK RIDGE ESTATES PHASE
COUNCIL BLUFFS, IOWA



OAKRIDGE ESTATES

Proj No: 2000032.02
 Date: 09/04/2002
 Designed By: MAA
 Drawn By: LDD Chk By (Dsgn):
 Chk By (Insp): Chk By (Cad Mgr):
 Scale: 1" = 100'

Revisions	No	Date
	1	10/30/2002

FINAL PLAT

Dedication

Know all persons by these presents: that Oak Ridge Estates L.L.C., managed by First Management, Inc., hereafter known as Oak Ridge Estates, L.L.C. being the sole owner and proprietor of the land described in the surveyor's certificate and embraced within this plat, has caused said property to be subdivided into lots as shown, said subdivision to be hereafter known as Oak Ridge Estates Phase II, consisting of Lots 31 through 57, inclusive. Oak Ridge Estates, L.L.C. does hereby certify that the Plat is a subdivision of the property described therein, and that Oak Ridge Estates, L.L.C. is the sole and only owner and proprietor in fee simple of the above described property. The subdivision of the property as shown in the Plat is done with the consent and full knowledge of the proprietor and with the proprietors' desire that the property be subdivided and that the subdivision be known as Oak Ridge Estates Phase II.

Oak Ridge Estates, L.L.C. does hereby ratify and approve the disposition of their property as shown on the plat.

Oak Ridge Estates, L.L.C. does hereby dedicate to the City of Council Bluffs, Iowa, for public use Parkwild Drive. Oak Ridge Estates, L.L.C. does hereby dedicate to the City of Council Bluffs, Iowa, any sanitary sewer and storm sewer and drainage way easements for the installation and maintenance of sewer conduits and appurtenance thereto and any drainage systems deemed necessary by the City of Council Bluffs, Iowa.

1. ERECTION OF STRUCTURES PROHIBITED: Oak Ridge Estates, L.L.C. or it's successors or assigns shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer.

2. CHANGE OF GRADE PROHIBITED: Oak Ridge Estates, L.L.C. or it's successors or assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

3. RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

4. REMOVAL and REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this dedication, shall be borne by the Oak Ridge Estates, L.L.C. or its successors or assigns.

5. SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding.

6. DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access, shall be repaired at no expense to Oak Ridge Estates, L.L.C. or it's successors or assigns.

7. EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Oak Ridge Estates, L.L.C. or it's successors and assigns.

Oak Ridge Estates, L.L.C.

Randall W. Weisler
By: First Management, Inc, Managing Member
Randy Weisler, Chairman- President

Acknowledgement of Notary)
County of Pottawattamie Douglas

On this 7 day of Nov., 2002, before me the undersigned, a notary public, personally came Randy Weisler, Chairman, First Management, Inc to me personally known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledges the same to be his voluntary act and deed, as said Chairman.

Jerry L. Jeffert
Notary Public

My Commission Expires 

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT
THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE II, WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DAY OF DEPARTMENT ON THIS 10th DAY OF November, 2002.
Donald Gross

DONALD GROSS, DIRECTOR

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 ON THE RECORDS OF THIS OFFICE, THIS 7th DAY OF November, 2002.
Judy Ann Miller
JUDY ANN MILLER, POTTAWATTAMIE COUNTY TREASURER

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL
THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE II, WAS APPROVED BY THE COUNCIL BLUFFS CITY COUNCIL ON THIS 7th DAY OF November, 2002.

Thomas P. Hanafan
THOMAS P. HANAFAN, MAYOR
ATTEST: Cheryl Punteney
CITY CLERK CHERYL PUNTENEY

ACKNOWLEDGEMENT OF NOTARY)
COUNTY OF POTTAWATTAMIE)

ON THIS 7 DAY OF Nov., 2002, BEFORE ME NOTARY PUBLIC, PERSONALLY CAME RANDY WEISLER, MANAGING, INC. TO ME PERSONALLY KNOWN TO ME WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED, AS SAID CHAIRMAN.

Randy Weisler
NOTARY PUBLIC
MY COMMISSION EXPIRES



Proj No:	2000032.02
Date:	09/04/2002
Designed By:	MAA
Drawn By:	LDD
Chk By (Dsgn):	
Chk By (Insp):	
Chk By (Cad Mgr):	
Scale:	1" = 100'

Revisions	(No)	Date
	1	10/30/2002

FINAL PLAT

OAK

STATEMENT OF MORTGAGE HOLDER

STATE OF IOWA)
)ss:
POTTAWATTAMIE COUNTY)

This Statement of Mortgage Holder is made pursuant to Iowa Code Section 353.11(2) by the undersigned representative of U.S. Bank.

1. That U.S. Bank. is the present holder of a certain Mortgage, Security Agreement and Assignment of Rents dated May 31, 2000 and recorded on May 31, 2000 in Book 100, Page 54129 of the Records of Pottawattamie County, Iowa, said Mortgage being originally given to Firststar Bank, N.A. by Oakridge Estates, L.L.C., a Nebraska limited liability company, and encumbering real estate owned by Oakridge Estates, L.L.C., which real estate is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ NW $\frac{1}{4}$, all in Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, and more fully set forth in said Mortgage, Security Agreement and Assignment of Rents.

2. That U.S. Bank is the successor to Firststar Bank, N.A. by reason of the merger of both such entities.

3. That the real estate which is the subject of the Mortgage, Security Agreement and Assignment of Rents recorded in Book 100, Page 54129 of the Records of Pottawattamie County and described in paragraph 1 includes real estate to be platted by Oakridge Estates, L.L.C., which real estate will thereafter be known as:

Oak Ridge Estates Phase II, an Addition to the City of Council Bluffs, Iowa, Lots 31 through 50 inclusive, being a Platting of part of the E½ of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

with the real estate comprising Oak Ridge Estates Phase II being legally described as:

A tract of land located in the East ½ of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the East corner of Lot 22, Oak Ridge Estates Phase I, a subdivision located in said Section 24 said point also being on the West right-of-way line of Parkwild Drive; thence N 56° 47' 58" W (assumed bearing) along the Northerly line of said Lot 22, Oak Ridge Estates Phase I, a distance of 150.00 feet to the North corner of said Lot 22, Oak Ridge Estates Phase I said point also being the Easterly corner of Outlot "B", Oak Ridge Estates Phase I; thence along the Northerly line of said Outlot "B", Oak Ridge Estates Phase I on the following described courses; thence N 81° 22' 42" W, a distance of 299.30 feet; thence S 87° 34' 12" W, a distance of 330.14 feet to the Northwest corner of said Outlot "B", Oak Ridge Estates Phase I, said point also being on the East line right-of-way line of Park Wild Drive; thence Northwesterly along said East line right-of-way line of Park Wild Drive, on a curve to the left with a radius of 399.70 feet, a distance of 92.13 feet, said curve having a long chord which bears N 15° 58' 18" W, a distance of 91.92 feet to a point on the West line of SW¼ of Section 24, said line also being the East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24; thence N 02° 25' 48" W along said West line of said SW¼ of Section 24, said line also being the East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24, a distance of 703.58 feet; thence N 02° 23' 36" W along said West line of said SW¼ of Section 24, said line also being said East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24, a distance of 389.07 feet; thence S 89° 23' 51" E, a distance of 274.42 feet; thence S 78° 48' 39" E, a distance of 183.70 feet; thence S 09° 01' 03" W, a distance of 68.77 feet; thence S 75° 33' 29" E, a distance of 75.00 feet; thence S 65° 42' 32" E, a distance of 150.00 feet; thence N 24° 17' 28" E, a distance of 39.95 feet; thence S 65° 42' 32" E, a distance of 50.00 feet; thence S 24° 17' 28" W, a distance of 45.06 feet; thence N 87° 59' 12" E, a distance of 150.00 feet; thence S 04° 48' 19" E, a distance of 65.76 feet; thence S 12° 20' 53" E, a distance of 217.67 feet; thence S 22° 03' 27" E, a distance of 182.29 feet; thence S 07° 27' 42" E, a distance of 329.92 feet; thence S 07° 46' 43" E, a distance of 92.14 feet; thence S 04° 31' 52" E, a distance of 81.10 feet to a point on the Northerly line of Lot 20, said Oak Ridge Estates Phase I; thence

S 85° 28' 08" W along the Northerly line of said Lot 20, Oak Ridge Estates Phase I and also the Northerly line of Lot 21, Oak Ridge Estates Phase I, a distance of 155.44 feet to the Northwest corner of said Lot 21, said Oak Ridge Estates Phase I; thence S 00° 34' 28" E along the West line of said Lot 21, said Oak Ridge Estates Phase I, a distance of 88.42 feet to the point of intersection of the Easterly right-of-way line of Park Wild Drive and the Northerly right-of-way line of Park Wild Drive; thence S 85° 33' 09" W along said Northerly right-of-way line of Park Wild Drive, a distance of 50.11 feet to the point of intersection of the Northerly right-of-way line of Park Wild Drive and the Westerly line of Park Wild Drive; thence along said Westerly line of Park Wild Drive on the following described courses; thence S 00° 34' 28" E, a distance of 11.56 feet; thence Southwesterly on a curve to the right with a radius of 115.00 feet, a distance of 23.86 feet, said curve having a long chord which bears S 05° 22' 12" W, a distance of 23.82 feet to the point of beginning.

4. That the Final Plat for Oak Ridge Estates Phase II, an Addition to the City of Council Bluffs, Iowa, which is composed of the real estate described in paragraph 3 and which is encumbered by the Mortgage, Security Agreement, and Assignment of Rents as described in paragraph 1, has been prepared with the free consent and in accordance with the desire of U.S. Bank, and U.S. Bank hereby fully consents to the platting of the real estate set forth in paragraph 3 into:

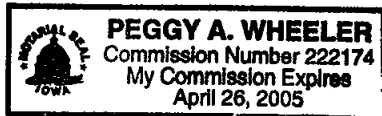
Oak Ridge Estates Phase II, an Addition to the City of Council Bluffs, Iowa, Lots 31 through 50 inclusive, being a Platting of part of the E½ of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

DATED this 29TH day of November, 2002.

U.S. BANK, Successor in Interest of
Firstar Bank, N.A.

BY: Scott A. Menke
Scott A. Menke -Vice-President

NOW On this 29th day of November, 2002, before me, a Notary Public in and for said County and State, personally appeared Scott A. Menke, to me personally known, who being by me duly sworn, did say that he is a Vice-President of U.S. Bank executing the within and foregoing instrument to which this is attached; that no seal has been procured by U.S. Bank; that the instrument was signed on behalf of U.S. Bank by authority of its Board of Directors; and that Scott A. Menke, of U.S. Bank, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of U.S. Bank; by it and by him voluntarily executed.



Peggy A. Wheeler

NOTARY PUBLIC IN AND FOR SAID STATE

Curtis J. Heithoff

ATTORNEY AT LAW
508 SOUTH 8TH STREET
Council Bluffs, Iowa 51501

(712) 325-0888
FAX (712) 325-0894

December 2, 2002

Community Development Department
Zoning and Subdivision
205 South Main
Council Bluffs, IA 51503

Pottawattamie County Recorder
Pottawattamie County Courthouse
Council Bluffs, IA 51501

RE: Oak Ridge Estates Phase II Platting Opinion

Ladies and Gentlemen:

I have examined the Abstract of Title to:

A tract of land located in the East ½ of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the East corner of Lot 22, Oak Ridge Estates Phase I, a subdivision located in said Section 24 said point also being on the West right-of-way line of Parkwild Drive; thence N 56° 47' 58" W (assumed bearing) along the Northerly line of said Lot 22, Oak Ridge Estates Phase I, a distance of 150.00 feet to the North corner of said Lot 22, Oak Ridge Estates Phase I said point also being the Easterly corner of Outlot "B", Oak Ridge Estates Phase I; thence along the Northerly line of said Outlot "B", Oak Ridge Estates Phase I on the following described courses; thence N 81° 22' 42" W, a distance of 299.30 feet; thence S 87° 34' 12" W, a distance of 330.14 feet to the Northwest corner of said Outlot "B", Oak Ridge Estates Phase I, said point also being on the East line right-of-way line of Park Wild Drive; thence Northwesterly along said East line right-of-way line of Park Wild Drive, on a curve to the left with a radius of 399.70 feet, a distance of 92.13 feet, said curve having a long chord which bears N 15° 58' 18" W, a distance of 91.92 feet to a point on the West line of SW¼ of Section 24, said line also being the East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24; thence N 02° 25' 48" W along said West line of said SW¼ of Section 24, said line also being the East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24, a distance of 703.58 feet; thence N 02° 23' 36" W along said West line of said SW¼ of Section 24, said line also being said East line of Part of Lot 4, Auditors Subdivision of the SW¼ SW¼ of said Section 24, a

distance of 389.07 feet; thence S 89° 23' 51" E, a distance of 274.42 feet; thence S 78° 48' 39" E, a distance of 183.70 feet; thence S 09° 01' 03" W, a distance of 68.77 feet; thence S 75° 33' 29" E, a distance of 75.00 feet; thence S 65° 42' 32" E, a distance of 150.00 feet; thence N 24° 17' 28" E, a distance of 39.95 feet; thence S 65° 42' 32" E, a distance of 50.00 feet; thence S 24° 17' 28" W, a distance of 45.06 feet; thence N 87° 59' 12" E, a distance of 150.00 feet; thence S 04° 48' 19" E, a distance of 65.76 feet; thence S 12° 20' 53" E, a distance of 217.67 feet; thence S 22° 03' 27" E, a distance of 182.29 feet; thence S 07° 27' 42" E, a distance of 329.92 feet; thence S 07° 46' 43" E, a distance of 92.14 feet; thence S 04° 31' 52" E, a distance of 81.10 feet to a point on the Northerly line of Lot 20, said Oak Ridge Estates Phase I; thence S 85° 28' 08" W along the Northerly line of said Lot 20, Oak Ridge Estates Phase I and also the Northerly line of Lot 21, Oak Ridge Estates Phase I, a distance of 155.44 feet to the Northwest corner of said Lot 21, said Oak Ridge Estates Phase I; thence S 00° 34' 28" E along the West line of said Lot 21, said Oak Ridge Estates Phase I, a distance of 88.42 feet to the point of intersection of the Easterly right-of-way line of Park Wild Drive and the Northerly right-of-way line of Park Wild Drive; thence S 85° 33' 09" W along said Northerly right-of-way line of Park Wild Drive, a distance of 50.11 feet to the point of intersection of the Northerly right-of-way line of Park Wild Drive and the Westerly line of Park Wild Drive; thence along said Westerly line of Park Wild Drive on the following described courses; thence S 00° 34' 28" E, a distance of 11.56 feet; thence Southwesterly on a curve to the right with a radius of 115.00 feet, a distance of 23.86 feet, said curve having a long chord which bears S 05° 22' 12" W, a distance of 23.82 feet to the point of beginning.

which real estate is to be platted into:

Oak Ridge Estates Phase II, an Addition to the City of Council Bluffs, Iowa, Lots 1 through 30 Inclusive and Outlots "A" and "B", being a Platting of part of the SE¼ of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

This Abstract does not cover matters included in Chapter 614.29 through 614.38 of the Code of Iowa as amended, the Marketable Title Act and Chapter 11 of the Iowa Land Title Examination Standards and the Abstracting Standards of the Iowa Land Title Association, which are excluded thereunder, except: Plats and survey; easements; party wall and other boundary line agreements; unexpired recorded leases; and patents and is certified to November 15, 2002 at 8:00 A.M. by Abstract Guaranty Company and is in one part containing 29 entries. From my examination, I find marketable title to be in. . . .

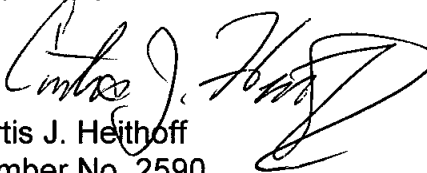
OAKRIDGE ESTATES, L.L.C., subject to the following:

1. Entry #19 sets forth a Mortgage, Security Agreement and Assignment of Rents in the amount of \$2,000,000.00 from Oakridge Estates, L.L.C., a Nebraska limited liability Company, to Firststar Bank, N.A., which Mortgage is dated May 31, 2000 and was recorded on May 31, 2000 in Book 100, Page 54129.
2. Entry #28 shows that the 2001 Real Estate Taxes and all prior years have been paid in full.

CAUTION

This opinion is prepared pursuant to the provisions of §354.11(3) of the Code of Iowa, and only sets forth the names of the proprietors and holders of mortgages, liens, or other encumbrances on the real estate. Further as the abstract of title covers only matters which are of record in Pottawattamie County, Iowa, this examiner can make no determination concerning matters or problems which would be disclosed by a survey; the rights of parties who may be in possession of the real estate, other than the titleholders of record; and the right to file Mechanic's Liens against the premises for labor or materials furnished in connection with improvements made on the real estate within 90 days of furnishing the last item of improvement.

Very truly yours,


Curtis J. Heithoff
Member No. 2590

CJH:mee

CERTIFICATE AND RECEIPT

=====

STATE OF IOWA,

} ss.

Pottawattamie County,

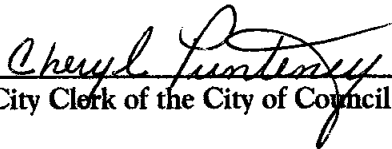
The undersigned, Clerk of the City of Council Bluffs, Iowa,

hereby certifies that: Resolution 02-281 and Attachment "A" is a true and correct
copy

as the same appears of record in this office.

Witness my hand and seal of Council Bluffs, Iowa, this

12th day of November A.D. 2002



City Clerk of the City of Council Bluffs, Iowa

=====

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4620
Return to: City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4616

RESOLUTION NO. 02-281

A RESOLUTION granting final plat approval for Oak Ridge Estates Phase II, with a variance to allow homes to be placed 15' from the property line.

WHEREAS, Oak Ridge Estates LLC has requested final plat approval for a 27 lot single family residential subdivision to be known as Oak Ridge Estates Phase II. The proposed subdivision is located on approximately 23 acres north of the first phase of Oak Ridge Estates; and

WHEREAS, to reduce the amount of grading, the applicants have requested a 10' front yard setback variance to allow homes to be placed fifteen feet from the front property line; and

WHEREAS, the preliminary plan for Oak Ridge Estates Phase II was approved by Resolution No. 02-118 on April 22, 2002; and

WHEREAS, the proposed subdivision is consistent with the purpose and intent of the Subdivision and Zoning Ordinances; and

WHEREAS, the final plat has been reviewed by the appropriate city departments and utilities; and

WHEREAS, the Community Development Department recommends approval of the final plat of a subdivision to be known as Oak Ridge Estates Phase II, as shown on Attachment "A", subject to the following conditions:

1. Prior to executing the final plat, all required public improvements shall be installed at developer's expense and accepted by the City, or the City shall be in receipt of a performance guarantee in an amount determined by the Public Works Department to be sufficient to finish all required public improvements not yet completed and/or certified and accepted by the Public Works Department. The Public Works Department has agreed to a cost estimate submitted by the applicant's engineer in the amount of \$371,300.95. Prior to execution of the final plat, the Community Development Department shall be in receipt of the guarantee agreement.
2. Sidewalk shall be installed four feet from the back of curb along the frontage of each lot on Parkwild Drive, at no expense to the City, prior to issuance of a certificate of occupancy for each house.
3. Prior to executing the final plat, all technical corrections required by the Community Development Department and/or Public Works Department shall be incorporated in the final plat document. Corrections include, but are not limited to inclusion of an easement dedicated to the City for access and utilities within the proposed Millard Street extension.
4. The right-of-way identified as "Park Wild Drive" shall be named "Parkwild Drive".

DEC 3 2002

Entered for Taxation

COUNTY AUDITOR

5. Prior to executing the final plat, the applicant shall provide the Community Development Department with a copy of the covenants applicable to the subdivision.
6. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, effective upon acceptance of all required improvements.
7. All fire hydrants shall be active and accessible prior to any framing activity in the subdivision.
8. Ownership and maintenance agreements for the stormwater detention basin shall be reviewed and approved by the City prior to the execution of the final plat.
9. The 50' wide Parkwild Drive street dedication filed by Lamp, Rynerson & Associates, Inc. 1973, as shown on the final plat, shall be vacated upon execution of the final plat.

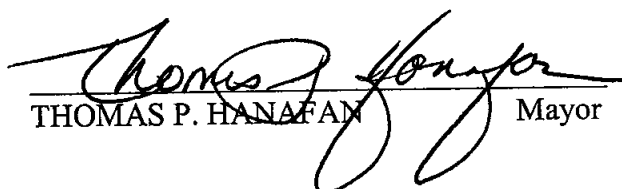
NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:


That the final plat for Oak Ridge Estates Phase II, as shown on Attachment "A", with the requested variance, is hereby approved, subject to the conditions set forth above; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
AND October 7, 2002
APPROVED

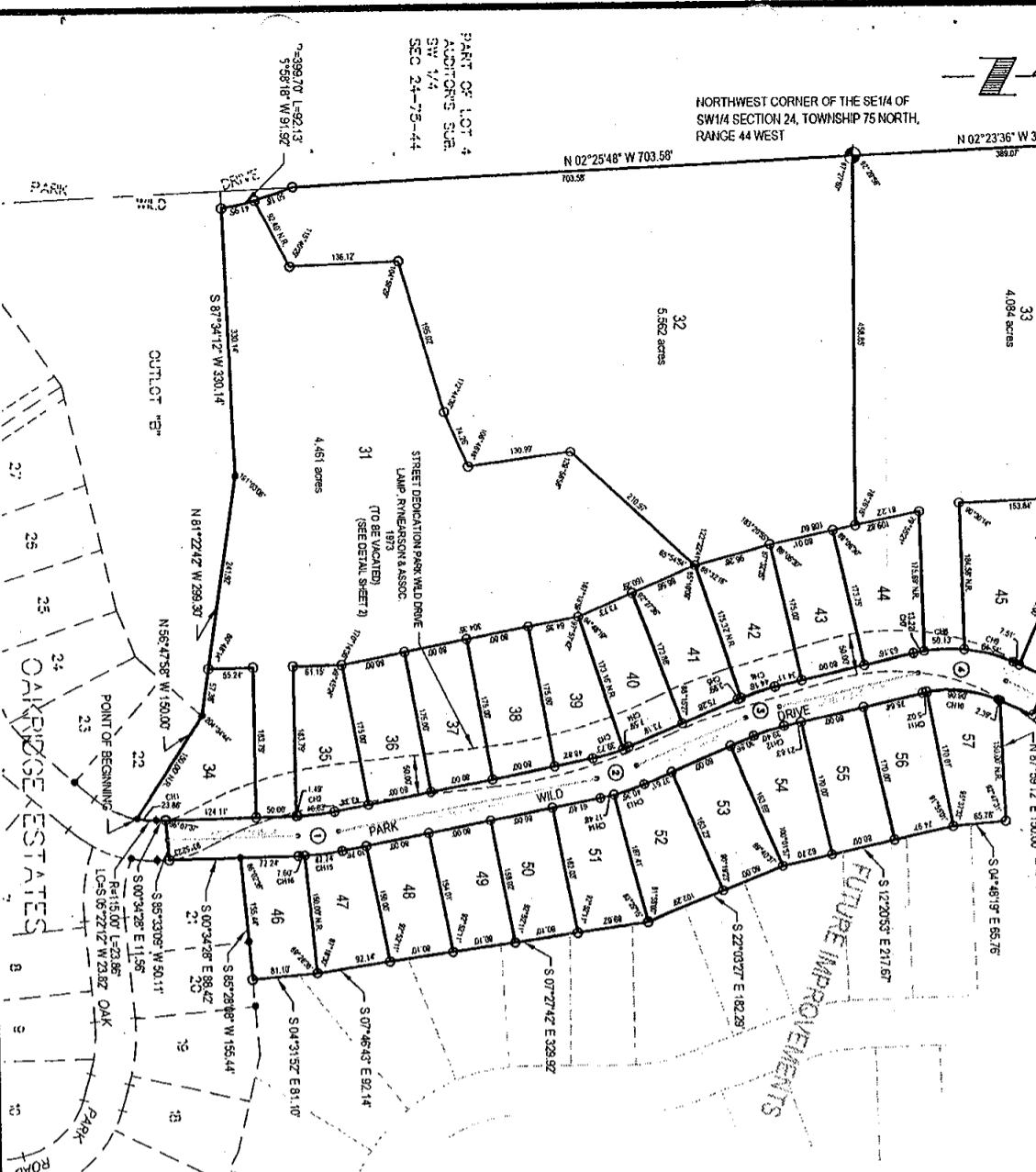

THOMAS P. HANAFAN Mayor

Attest: 
CHERYL PUNTENEY City Clerk

Planning Case No. SUB-02-017

OAK RIDGE ESTATES PHASE II

LOTS 31 THRU 57 INCLUSIVE
 BEING A PLATING OF PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 24,
 TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.



LINE	LENGTH	BEARING
CH1	23.82	N65°27'27"E
CH2	48.77	N85°27'10"W
CH3	38.87	N57°43'51"W
CH4	7.99	N81°14'20"W
CH5	3.98	N22°23'37"W
CH6	44.12	N10°54'48"W
CH7	13.22	N10°27'14"W
CH8	50.00	N17°22'45"W
CH9	64.26	N15°02'47"E
CH10	83.92	N08°55'48"E
CH11	5.02	N11°23'23"W
CH12	36.26	N17°23'52"W
CH13	40.21	N18°10'30"W
CH14	71.48	N17°08'00"W
CH15	47.70	N08°09'11"W
CH16	7.80	N07°03'15"W

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	300.00'	51.08'	25.61'	8°45'24"
2	250.00'	52.57'	26.38'	17°02'57"
3	250.00'	43.77'	21.94'	19°01'57"
4	115.00'	111.91'	57.94'	35°38'21"

NOTES

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.)
3. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS 31 AND 32 TO BE USED FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE SYSTEMS AND TO BE MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THEM.
4. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
5. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
6. A CITY DEED DATED DECEMBER 29, 1988, IN BOOK 87 AT PAGE 1604, RESERVES ANY EXISTING EASEMENT OF WAY IN FAVOR OF THE CITY OF COUNCIL BLUFFS, IOWA, TO THE NORTHWESTERN BELL TELEPHONE COMPANY, IOWA POWER AND LIGHT COMPANY, AND POTTAWATTAMIE GAS FOR THE MAINTENANCE OF UTILITIES TO BE VACATED IN LOTS 130, OAK RIDGE ESTATES.

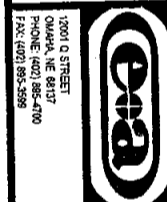
Part of Lot 4
 Additions Subj.
 SW 1/4
 SEC 24-75-44

Date: 2000/02/02
 Drawn By: LLD
 Ck. By: C/MS
 Scale: 1" = 100'

Revisions
 Date
 Description

FINAL PLAT
 OAK RIDGE ESTATES PHASE II
 COUNCIL BLUFFS, IOWA

12001 Q STREET
 OMAHA, NE 68137
 PHONE: (402) 885-4700
 FAX: (402) 885-5999



E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS

7130 SOUTH 20TH STREET, SUITE D
 LINCOLN, NE 68516-5941
 PHONE: (402) 426-7217
 FAX: (402) 426-7218

After recording, please return to:

Martin P. Pelster
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAK RIDGE ESTATES,
POTTAWATTAMIE COUNTY, IOWA**

THIS FIRST AMENDED DECLARATION is made on the date hereinafter set forth by Oakridge Estates, L.L.C. a Nebraska Limited Liability Company, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in the County of Pottawattamie, State of Iowa, described as follows:

Lots 31 through 57, inclusive, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions covering Lots 1 through 30, and Outlots A and B, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa was filed in the Office of the Recorder of Pottawattamie County, Iowa in Miscellaneous Book 101 at Pages 32797 through 32807; and

WHEREAS, the above-referenced Declaration provides for amendment by Declarant for a period of seven (7) years from the date thereof; and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the properties described above for the purpose of protecting the value and desirability of said property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until directed in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to the Oak Ridge Estates Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; the Outlots and entrances for the Properties.

Section 5. "Declarant" shall mean and refer to Oak Ridge Estates, L.L.C., a Nebraska Limited Liability Company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlots A and B, which shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, green areas, paths and sidewalks for ingress, egress and other normal or related activities.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to Lots 1 through 57, inclusive, and Outlots A and B, of those lots described in the foregoing "WHEREAS" clauses, and such additions thereto as may hereafter be made subject to these Declarations.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2. The Association shall have two classes of voting membership consisting of the following:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the

procedure for budgets, annual assessments and special assessments as described herein may be waived in the discretion of the Declarant, and, in that event, the Declarant shall determine the amount of any assessments to be levied against the Lots and shall make all decisions regarding the operation and maintenance of the common entrance and the Outlots.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within ten (10) days after the due date shall also bear interest from the due date at the annual rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; tool shed; or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, altered or changed in any manner (including color), or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "Plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. 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 or hand delivered. Such

notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties; or
- b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. A particular type of fence may be specified as standard for the Properties by Declarant, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna shall hereafter be erected on or about any of the building sites or Lots within the Properties. A satellite receiving dish not exceeding eighteen (18) inches in diameter may be allowed if the appearance and location are approved by the Declarant as provided in Article V. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse of any kind shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. 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 that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height excluding the basement or walk-out level. All homes constructed on said Lots must have at least two-car garages. All exposed foundations of each

improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building. Except as otherwise allowed by Declarant or the Committee, the minimum floor area for each dwelling, exclusive of porches, breeze ways, carports and garages, shall be:

- a) A one story structure shall have not less than 1,450 square feet;
- b) A two story structure shall have not less than 2,000 square feet; and
- c) A one and one-half story structure shall have not less than 1,750 square feet.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. 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, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. 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. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Tree Maintenance. The Association is granted an easement over a fifteen (15) foot strip of property along that portion of each lot which adjoins either public streets or the Outlots for the purpose of maintaining, moving, replacing, removing, trimming, servicing, feeding and otherwise dealing with any trees which have been planted or are growing within the described easement area. Any trees within such area will be the property of the owner of the subject Lot, but the Association will have the continuing and absolute right to work and deal with said trees as described above. No owner or designee of any owner shall take any action with respect to any of the trees in the described easement area without the prior written consent of the Association. The Association will use its best effort not to unduly interfere with any Lot in the exercise of its rights

under this easement and will return any damaged or disturbed area to the same condition as existed before the subject activity.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Declarant. Any amendment must be recorded.

Section 4. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.

29th IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this day of November, 2002.

DECLARANT:
OAKRIDGE ESTATES, LLC.,
A Nebraska Limited Liability Company
By: First Management, Inc. Manager

By: Kenneth Albrecht, Treasurer
Its: Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of November, 2002, by Kenneth Albrecht, Treasurer of First Management, Inc., Manager of Oakridge Estates, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company

Rikki M. Flott
Notary Public

Oak Ridge Estates (00208521.WPD;1)

