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REGISTER OF DEEDS

INST. NO 98

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Timber Ridge Association Covenants

This Timber Ridge Covenants, was made and entered into as of this 11 day of June, 1998, by Highway 15 Inc., a Nebraska Corporation("Owner").

A. Owner is the owner of the real estate more particularly described as: Lots 8 & 9 IT NW 1/4 Section 32-10-6 LCN consisting of 80 acres more or less.

B. Owner desires to provide for the maintenance, repair, replacement, and reconstruction of the common areas upon the Property.

C. Timber Ridge Association, a Nebraska non-profit corporation (the "Corporation") was formed to own and maintain the common areas and to enforce and administer the Covenants against the Property.

NOW THEREFORE, Owner declares and establishes the following covenants upon the Property:

1. Timber Ridge Association. Every person or entity who becomes a title holder of a fee or undivided fee interest in any lot within the Property, including contract buyers, shall be a member of the Corporation and shall be subject to the obligations, assessments and duly enacted Articles, Bylaws and rules of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. Membership. The Corporation shall have one class of membership. Each member of the Corporation shall be entitled to all the rights of membership. Each lot shall be entitled to one vote.

3. Maintenance of Common Area. The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, maintain, repair, replace, reconstruct, add, improve, and to the extent applicable, own Outlot_A_, Outlot_B_, and Outlot_C_, all located in Timber Ridge Addition, Lincoln, Lancaster County, Nebraska, all of which outlots are designated as "Common Area" This covenant by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance, repair, replacement, reconstruction, addition, improvement, and to the extent applicable, ownership of the common Area. The covenant to maintain the Common Area shall include Insuring the Common Area against public liability and property damage, including the addition of the title holder of any lot upon which a portion of the common Area may be located as an additional insured. Such insurance shall be in commercially reasonable amounts. Annual and special assessment shall be allocated to the lots within the Property. Such annual and special assessments shall be a lien upon the lots against which the assessments are made and shall also be the personal obligation of the member who is, or was, the title holder of the lot assessed at the time of assessment. The personal obligation for delinquent

assessments shall not pass to the titleholder's successors in title unless expressly assumed by them. If not paid when due, assessments shall bear interest at the rate of 12% per annum. Any lien for any annual or special assessment of the corporation shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the lot against which such assessment is made. Owner shall be responsible for maintaining, repairing, replacing and reconstructing the Common Area prior to the Owners' transfer of its interest in the common area to the Corporation. Once Owner transfers its interest in the Common Area to the Corporation, The Corporation shall be responsible for the administration, maintenance, repair, replacement and reconstruction of the Common Area.

4. Conveyance of Commons. The Owner shall convey its interest, if any, in the common Area to the Corporation free from liens on or before June 1, 2005.

5. Controls of Commons by Corporation. The Corporation shall exercise exclusive control and management over the Common Area conveyed to it by Owner.

6. Allocation of Assessments. All lots within the Property shall pay a pro rata share of the cost of administration, maintenance, repair, replacement and reconstruction of the Common Area borne by the Corporation.

7. Annual and Special Assessments. Annual and special assessments for the maintenance, repair, replacement, reconstruction of the Common Area shall be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements shall be approved by the affirmative vote of the holders of a majority of voting rights at a regular meeting of the members or at a special meeting of the members, if notice of the special assessment is contained in the notice of the special meeting.

8. Amendments. These Covenants shall run with the land and shall be binding upon and enforceable by the Owner, the Corporation and all persons claiming under the Owner. These Covenants may be terminated or modified, in writing by the holders of two-thirds of the voting rights. Any instrument amending, modifying, abrogating, or canceling these protective covenants pertaining to the structure, existence, or financing of the homeowners association must be approved by the City Attorney's office in writing and recorded before it shall be effective.

9. Enforcement. The enforcement of these covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision hereof. The process may be to restrain the violation to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby. No delay or omission by the Corporation or any member in exercising any rights, power or remedy herein provided in the event of any breach of these Covenants, shall impair any such right or power or be construed to be a waiver thereof. A waiver by the Corporation or any member of a breach any of the covenants, conditions or agreements contained in these Covenants shall not be construed as a waiver of any succeeding breach thereof for or of any other covenant, condition or agreement contained in these Covenants.

10. Severability. The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.

DATED as of the date written above.

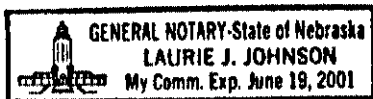
"OWNER"
Highway 15 Inc., a Nebraska Corporation

By: Hubert H. Hall
President

State of Nebraska)
)ss
County of Lancaster)

The foregoing instrument was acknowledged before me this 11th day of June, 1998
by Hubert H. Hall as President
on behalf of the Corporation..

Laurie J. Johnson
Notary Public



ARTICLES OF INCORPORATION
OF
TIMBER RIDGE ASSOCIATION

We, the undersigned, being person of the age of twenty-one years or more, pursuant to the Nebraska Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation.

ARTICLE I
NAME

The name of this corporation shall be: Timber Ridge Association, hereafter called the "Association".

ARTICLE II
DURATION

The period of duration this Association shall be perpetual.

ARTICLE III
ORGANIZATION AND PURPOSE

The purpose or purposes for which the Association is organized are to administer, insure, maintain, repair, replace, improve and to the extent applicable, own the common area located upon the property contained in Timber Ridge, Lincoln, Lancaster County, Nebraska (collectively the "Property") and to enforce the Timber Ridge Common Covenants, hereinafter called the "Covenants", applicable to the Property and recorded in the Lancaster County Register of Deeds office, as the same may be amended from time to time as therein provided, said Covenants being incorporated as if set forth herein.

ARTICLE IV
CORPORATE OPERATING REQUIREMENTS

A. No part of the net earning of the Association shall inure to the benefit of any director, officer or member of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes), and no director or officer of the Association, or any private individual shall be entitled to share in the distribution of any of the corporation assets on dissolution of the Association.

B. Upon the dissolution of the Association or the winding up of its affairs, the assets of the Association shall be distributed exclusively to any nonprofit corporation, association, trust or other organization to be devoted to purposes similar to those for which this Association was created.

ARTICLE VIII
MEMBERSHIP

Every person or entity who becomes a record titleholder of a fee interest in any lot which is subject to the terms of a Covenants shall be a member of the Association, including contract buyers. However, any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the terms of the Covenants.

ARTICLE IX
VOTING RIGHTS

Each lot shall be entitled to one vote for each lot upon each matter submitted for a vote. When more than one member holds an undivided ownership interest in any lot, the vote for such lot shall be based upon each undivided titleholder voting its undivided percentage recorded ownership interest for said lot. In the event there is a contract buyer, the record titleholder of the lot shall cast the vote for said lot, unless the contract buyer and record titleholder agree otherwise in writing and deliver a copy of the written agreement to the Association.

ARTICLE X
AMENDMENTS

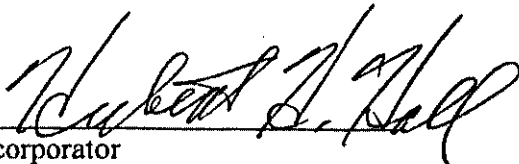
Amendments of these Articles shall require a vote of the holders of a majority of the cumulative total of voting rights. Any instrument amending, modifying, abrogating, or canceling these protective covenants pertaining to the structure, existence, or financing of the homeowners association must be approved by the City Attorney's office in writing and recorded before it shall be effective.

ARTICLE XI
INCORPORATORS

The names and street addresses of each incorporator are:

Name	Address
Hubert H. Hall	2300 South 48th Street, Suite 2 Lincoln, NE 68506

Dated 6-3, 1998


Incorporator

Lots 1 - 8, Block 1; Lots 1 - 40, Block 2; Lots 1 - 7, Block 3;
Lots 1 - 12, Block 4; Lots 1 - 4, Block 5; and OLA, Timber Ridge,
Lincoln, Lancaster County, Nebraska