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Dan Jalta

REGISTER OF DEEDS

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INST. NO 2000

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WILDERNESS RIDGE**

THIS DECLARATION is made and entered into as of this 21st day of March, 2000, by Wilderness Ridge, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**ARTICLE I
DEFINITIONS**

Unless defined elsewhere in this Declaration, the following terms are defined below:

"Association" shall mean the Wilderness Ridge Homeowners Association, Inc., a Nebraska nonprofit corporation which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"Common Facilities" shall mean the private roads and tot lots now or hereafter located in Outlot "L", Outlot "E" and Lot 1, Block 5, all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska, the private storm sewer system for the Residential Property (defined below), signs and the entrances and entryways for the Residential Property, the Boundary Fence described in Article IV, and sidewalks located on the Golf Property that provide a pedestrian access connection between Lots located within the Residential Property.

"Declarant" shall mean Wilderness Ridge, L.L.C., a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the Golf Property, Residential Property, Office Property and Townhome Property defined below.

"Golf Property" shall mean the real property legally described as Outlots "A", "C", "D", "F", "G", "H", "J", "K" and "M", all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

"Improvement" shall mean any residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog run or kennel, pool house or other external improvement, above or below the ground, and any addition, appendage or exterior alteration thereto.

"Lot" or "Lots" shall mean all single family Lots now or hereafter located on the Residential Property, defined below, which are shown on any final plat of all or any portion of the Residential Property that has been filed with the Lancaster County Register of Deeds.

"Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee

or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Lot Owner" for purposes of this Declaration.

"Maintenance Free Material" shall include brick, stucco, stone, steel, aluminum, vinyl, colorlok, or any other low maintenance material approved by Declarant.

"Member" shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

"Office Property" shall mean the real property legally described as Outlot "I", Wilderness Ridge Addition and Lot 62 I.T. located in the SW ¼ of Section 24, Township 9 North, Range 6 East of the 6th P.M., all located in Lincoln, Lancaster County, Nebraska.

"Residential Property" shall mean the real property legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"Townhome Property" shall mean the real property legally described as Outlot "B", and Lots 1 through 70, Block 1, Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

ARTICLE II DECLARATION

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the Golf Property and Residential Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms.

ARTICLE III RESTRICTIONS AND COVENANTS

1. Purpose. Each Lot shall be used exclusively for single-family residential purposes.
2. Plan Approval.
 - (a) Improvements. No Improvement shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be

commenced on any Lot, except for Improvements which have been approved by Declarant as follows:

(i) A Lot Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Such Plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. Concurrent with submission of the Plans, the Lot Owner shall notify the Declarant of the Lot Owner's mailing address.

(ii) Declarant shall review such Plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(iii) Written notice of any approval of a proposed Improvement shall be mailed to the Lot Owner at the address specified by the Lot Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

(iv) No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Article, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

(b) Landscaping. Prior to the construction of any single family residence on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

- (i) a landscape plan for the entire portion of such Lot from the front Lot line to the single family residence to be constructed on such Lot;
- (ii) show a minimum planting schedule for such Lot of:

- (A) six (6) two-inch caliper deciduous trees;
 - (B) two (2) evergreens of minimum five feet height; and
 - (C) twenty (20) one-gallon containers of plantings in the area described at (i) above;
- (iii) contain a written certification by the Lot Owner that, to wit:
- (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed at the completion of construction of the single family residence to be constructed on such Lot, and that such Lot will be sodded (no seeding is permitted) prior to occupancy of the single family residence;
 - (B) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of such Lot, in accordance with Paragraph 6 of this Article;
 - (C) that the landscape plan, the plantings and the underground sprinkler system required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's successors or assigns; and
 - (D) that all future landscaping of the area described in (i) above will be submitted to the Declarant for approval prior to the commencement of any such future landscaping in such area.

No construction of any single family residence on any Lot shall be commenced unless and until written approval of the landscape plan has first been obtained from the Declarant. Written approval or disapproval of such landscape plan shall be given by the Declarant within thirty (30) days from and after receipt of such plans by the Declarant. If notice of approval of the landscape plan is not mailed by the Declarant within such period, the proposed landscape plan shall be deemed disapproved by Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Residential Property.

3. Grading and Erosion Control.

(a) Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any Improvement shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any Improvement on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots.

(b) The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences, straw bales or other additional measures if soil is observed to be eroding onto the Golf Property, abutting Lots, sidewalk or into any street, Common Facilities or storm sewer swale.

4. Development Standards. The following shall be standards of development for residential structures constructed upon the Lots, except as provided herein.

- (a) Minimum Floor Area:

Single Story Ranch	1,800 square feet
Two-Story	2,200 square feet
One and one-half Story	2,150 square feet

- (b) Minimum Dwelling Setbacks
 - 35 feet from front Lot line
 - *30 feet from back Lot line, but no less than 65 feet buildable envelope
 - 7 ½ feet side yard

- (c) Maximum Height
 - Two and one-half story

- (d) Landscaping Minimums
 - 6 two-inch caliper deciduous trees
 - 2 evergreens of minimum five foot height
 - 20 one-gallon containers of plantings for the entire portion of the Lot from the front lot line to the single family residence to be planted upon the Lot in accordance with the approved landscape plan

Street trees shall apply toward the landscape minimums

*Declarant reserves the right to waive up to 20% of the standard.

5. Improvement Criteria. At least fifty percent (50%) of the front and each side of any single-family residence constructed upon a Lot must be faced with brick. All exposed foundation walls shall be constructed of or faced entirely with brick, natural stone, or other material approved by Declarant that matches the exterior of the Improvement. All remaining surfaces of any single-family residence not constructed of or faced with natural stone or brick, including windows, shall be constructed of or faced with Maintenance Free Material. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. The roof of all Improvements shall be a minimum pitch of 6:12 and shall be covered with built-up asphalt shingles such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate. Declarant recommends side entry garages be constructed upon the Lots. No accessory building shall be constructed upon any Lot without the approval of Declarant

as set forth in Paragraph 2 of this Article. Any pre-existing residence and accessory buildings are exempt from this paragraph. When the Lot on which any pre-existing accessory building is located is improved with a new single family residence, the accessory building must be removed in conjunction therewith.

6. Lawn Irrigation and Sodding. Prior to the occupancy of any single family residence to be constructed upon any Lot(s), an underground lawn irrigation system shall be installed on such Lot(s) and such Lot shall be sodded. No portion of any Lot shall be seeded.

7. Signage. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; 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.

8. Exterior Restrictions. No exterior television or radio antenna, satellite receiving dish, or exterior solar heating or cooling device of any sort shall be permitted on any Lot; provided that Declarant may approve a dish-type satellite not to exceed twenty-four inches in diameter.

9. Repair on Lot. 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.

10. Storage on Lot. 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. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction.

11. Trash and Rubbish. During construction of any Improvement on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Declarant shall have the right to choose one refuse hauler for the Residential Property. No garbage or trash can or container or fuel tank shall be permitted on a Lot unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. No garden shall be permitted on any Lot. No compost pile may be constructed or maintained on any Lot.

12. Lighting. Prior to the occupancy of any single family residence to be constructed upon any Lot, a standard light approved by Declarant shall be installed on such Lot at the location identified by Declarant. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

13. Fences. No fences shall be allowed on any Lot except as provided in this Paragraph 13. A Lot Owner may be permitted to construct a fence on their Lot in association with the construction of a dog kennel or a swimming pool. All fences must be approved by Declarant pursuant to Paragraph 2 of this Article. Galvanized chain link fences are strictly prohibited. Chain link may be used for kennels only and shall be either black or green in color. Underground electronic fences are permitted. Pre-existing fences in Lot 1, Block 5 shall be exempt from this paragraph; however, the fences may be rebuilt, changed, improved or the fenced perimeter reduced until all Lots in the cul-de-sac of Larges Court have been developed.

14. Yard Improvements. Swimming pools shall be permitted on Lots, however, no swimming pool on any Lot may extend more than one foot above ground level. Tennis courts, sand volleyball courts, basketball slabs and any other concrete or asphalt slab are not permitted in the backyard of any Lot.

15. Construction Time Frame. Commencement of construction of a residential dwelling upon a Lot must begin within three (3) years from the date title is conveyed by Declarant. In the event construction is not commenced within three (3) years from the date of conveyance by Declarant, Declarant shall have the option, at its discretion to purchase the Lot for its original sale price. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

16. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street or road which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or road which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the single family residence constructed upon such Lot, or (b) whenever required by the City of Lincoln, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road which abuts the Lot owned by such Lot Owner.

17. Driveways. Driveway approaches between the sidewalk and edge of the private road on each Lot shall be constructed of concrete or other material approved by Declarant in accordance with the driveway detail attached hereto as Exhibit "B", which is attached hereto and incorporated herein by this reference. Lot Owner shall be responsible, at its cost, for the maintenance, repair and replacement of the entire driveway and driveway approach located on

the Lot. Should repair or replacement of such driveway or approach be necessary, the repair or replacement shall also be of concrete or other material approved by Declarant.

18. Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog run or kennel which shall not exceed 4 feet by 12 feet by 6 feet in height; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant. Dog runs or kennels shall be attached to the dwelling structure and shall not be located in any required setback or sideyard. Under no circumstances shall any animal be allowed onto the Golf Property.

19. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot.

20. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provisions does not apply to Declarant.

21. Temporary or Permanent Structures. No structure of a temporary character, carport, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement, pursuant to Paragraph 2 of this Article.

22. Utility Service. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

23. Storm Sewer. Each Lot Owner, other than Declarant, shall be and does hereby assume any and all responsibility for contracting with a contractor designated or approved by Declarant, to tap the private storm sewer main located between the edge of roadway and the Lot property line and installing an area inlet for such Lot in accordance with the specifications and materials approved by the Declarant. Each Lot Owner shall be responsible for providing positive drainage to the Lot's area inlet for the roadway ditch section for stormwater flowing onto such Lot.

24. Excess Dirt. No dirt from grading, excavation or resulting from any activity on any Lot may be removed from the Residential Property without the prior written permission of Declarant. Declarant will designate an area or areas within the Residential Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance.

25. Street Trees. Each Lot Owner, other than Declarant, shall be and does hereby assume any and all responsibility for the planting of three (3) street trees along each street or road that abuts the Lot or Lots owned by such Lot Owner. Any street trees installed by the Lot Owner shall count as part of such Lot Owner's minimum landscape requirements.

ARTICLE IV BOUNDARY FENCE

1. Fence Location. Declarant plans to construct a boundary fence along South 27th Street with associated landscaping (the "Boundary Fence and Landscaping"). The Boundary Fence and Landscaping will be situated on the easterly most boundary line of Outlots "C", "E", "F", "H", "M" and Lot 1, Block 5, Wilderness Ridge. Such Lots are collectively referred to individually as a "Boundary Lot" and collectively as the "Boundary Lots".

2. Fence and Landscape Easement. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Association to maintain, repair and replace the Boundary Fence and Landscaping. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence and Landscaping.

ARTICLE V EASEMENTS AND RESTRICTIONS RELATING TO GOLF PROPERTY AND OFFICE PROPERTY

1. Assumption of Golf Course Risks.

(a) Declarant expects to construct, operate and maintain a golf course, driving range, cart paths, club house, practice facilities, recreational facilities and maintenance facilities on the Golf Property (collectively "Golf Course"). Declarant anticipates that the proximity of the Lots to the Golf Course will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that there are risks associated with the Lots' proximity to the Golf Course. By acceptance of a deed to a Lot, each Lot Owner acknowledges that owning property adjacent to or in proximity with the Golf Course is subject to the following risks and that the Lot Owner assumes each of these risks and the disturbance to or loss of privacy resulting from such: (i) the risk of damage to property or injury to persons and animals from golf balls hit on or over a Lot Owner's Lot; (ii) the entry by golfers onto Lot Owner's Lot to retrieve golf balls; (iii) overspray in connection with the

watering or fertilizing of the Golf Course; (iv) noise from Golf Course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps) and from the removal of refuse from and deliveries to the club house and maintenance facilities, all of which may be operated at or occur at all times of the day and night and/or continuously; (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) odors arising from irrigation and fertilization of the turf situated on the Golf Course; and (vii) disturbance and loss of privacy resulting from golf cart traffic and golfers. Each Lot Owner acknowledges and understands that (i) pesticides and chemicals may be stored on and applied to the Golf Course throughout the year, (ii) reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course, (iii) any portion of the Golf Course may be lit, and (iv) the right of privacy appurtenant to each Lot shall be subject to such disturbance and invasion by noise, windblown debris and the like, as are normally associated with the operation of the Golf Course (including special events), Golf Course construction, grass mowing and maintenance equipment.

(b) Each Lot Owner expressly assumes such detriments and risks and agrees that neither Declarant, any builder of a residence on a Lot, the Association, the Golf Course owner(s), the Golf Course designer, the Golf Course builder, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns, shall be liable to the Lot Owner or occupant of any Lot, or any family member, guest, employee or agent, or anyone else claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, bodily injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Lot Owner's Lot or residence to the Golf Course or to adjacent golf paths that are located on private property and not within the Golf Property.

2. Easements. The Declarant hereby declares, grants and establishes the following easements on the Lots in favor of the owner of the Golf Property, its successors and assigns in ownership of all or any part of the Golf Property, and any lessee, licensee, permittee or invitee of the owner of all or any portion of the Golf Property, further including Wilderness Ridge, L.L.C., a Nebraska limited liability company, and its successors and assigns, and the members of Wilderness Ridge, L.L.C. (collectively the "Grantees"), which shall be appurtenant to and run with the land:

(a) perpetual easement for (i) overspray in connection with the watering and fertilizing of the Golf Course; (ii) the intrusion of golf balls onto or over the Lots from the Golf Course; (iii) the entry of golfers at reasonable times and in a reasonable manner to retrieve golf balls; and (iv) the intrusion of noise from mowing and other power equipment during all hours of the day and night. Grantees shall not be liable to any Lot Owner for damage to person or property occasioned by such overspray, entry or intrusion unless occasioned by the intentional act of such person.

(b) perpetual nonexclusive easement for the construction, maintenance, repair and replacement of an underground irrigation system in the approximate location shown on Exhibit "C", which is attached hereto and incorporated herein by this reference, serving the Golf Property.

3. Easements Benefit Golf Property. The rights and easements granted in this Article are for the use and benefit of the Grantees. Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate any portion of the Golf Course on the Golf Property, and any golfer who is duly authorized to play golf on the Golf Course.

4. Golf Course Configuration and Lighting. The owner of the Golf Property may from time to time change the configuration and layout of any portion of the Golf Course on the Golf Property. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. The owner of the Golf Course may also, from time to time, light any portion of the Golf Course. Nevertheless, no Lot Owner shall have any right to object to, or in any manner limit the lighting of any portion of the Golf Course or changes to the Golf Course on the Golf Property, and the easements granted in this Article shall remain fully effective as to all the Lots after such changes.

5. Private Property. The Golf Property is private property. Each Lot Owner acknowledges and understands the owner of the Golf Property shall have the right to (i) change all or any portion of the Golf Course from public to private at any time and (ii) to make any change or alteration to all or any portion of the Golf Course at any time. Neither the Association nor any Lot Owner shall have any right in and to the Golf Course located on the Golf Property or any amenities contained therein, including the right to enter upon or use any portion of the Golf Course, above the general public, except as may be granted by the owner or operator of the Golf Course from time to time. Lot Owners and their invitees shall comply with all the rules and regulations of the operator of the Golf Course relating to use of and play on the Golf Course. Each Lot Owner acknowledges, understands and agrees that no Lot Owner shall have any right to compel the owner of the Golf Course to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements, and any alterations thereto, shall be determined in the sole discretion of the owner of the Golf Course. In addition, each Lot Owner acknowledges that there is no guaranty that said Lot Owner's Lot will have an unobstructed view, or any view at all, of the Golf Course, or lakes or ponds located thereon.

6. Alcohol Sale and Consumption. By acceptance of a deed to a Lot, each Lot Owner (i) acknowledges that the sale and/or consumption of alcoholic beverages may be permitted on all or any portion of the Golf Property (including golf paths and crossings), and (ii) agrees not to protest any application for or renewal of a liquor license for all or any portion of the Golf Property; provided that, the Golf Property is complying with all applicable State and City laws and ordinances regarding the sale and consumption of alcoholic beverages.

7. Office Property. By acceptance of a deed to a Lot, each Lot Owner acknowledges that the Office Property is zoned O-3 and will contain uses permitted in that zoning district.

ARTICLE VI
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of the Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Residential Property, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities shall not include the Golf Property. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

(c) ~~The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Wilderness Ridge; and the protection and maintenance of the residential character of the Residential Property in concert with the Townhome Property and Office Property.~~

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. Each Lot Owner, other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association. Declarant shall be entitled to ten (10) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. Rights of Membership. Each Member of the Association shall have the right to use and enjoy the Common Facilities and shall have any easement over and upon the Common Facilities for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner shall construct any structures within the Common Facilities without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Facilities shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the Residential Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Facilities and the right of the Association, as provided in its Articles and Bylaws to suspend the use of the Common Facilities of any Member for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Facilities;

(c) The right of the Association to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

(d) The use of the roadways located within the Common Facilities by the general public pursuant to a public access easement granted or to be granted by the Declarant.

4. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of the Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of the Association. The Association shall maintain, repair, replace, operate and administer Common Facilities.

6. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

8. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Paragraph 1 of this Article, and to perform the powers and responsibilities of the Association described in Paragraph 3 of this Article.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Paragraph 6, above.

12. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessment; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facility or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

14. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE VII
GENERAL PROVISIONS

1. Water and Mineral Rights. Each Lot Owner by acceptance of a deed to a Lot acknowledges that mineral and water rights have been reserved from such Lot and are not being transferred to Lot Owner.

2. Enforcement of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration.

4. Assignment. Wilderness Ridge, L.L.C. shall have the power to assign any or all of its rights as Declarant in this Declaration to a successor or assign, or to the Association, at such time as the Declarant deems appropriate. Wilderness Ridge, L.L.C., or its successor or assign, may terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of March, 2000.

WILDERNESS RIDGE, L.L.C., a
Nebraska limited liability company

By: **RIDGE DEVELOPMENT
COMPANY,** a Nebraska corporation,
Member

By: *Thomas E. White*
Thomas E. White
President of Development

By: *John C. Brager*
John C. Brager
President of Construction

By: **SOUTHVIEW, INC.,** a Nebraska
corporation, Member

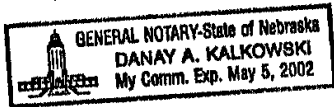
By: *Gerald L. Schleich*
Gerald L. Schleich, President

By: **LARGE PARTNERSHIP, LTD.,** a
Nebraska limited partnership, Member

By: *Richard L. Large*
Richard L. Large, General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

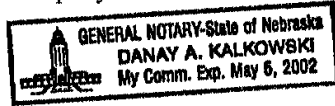
The foregoing was acknowledged before me this 21st day of March, 2000, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

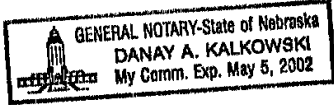
The foregoing was acknowledged before me this 21st day of March, 2000, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

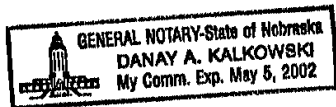
The foregoing was acknowledged before me this 21st day of March, 2000, by Gerald L. Schleich, President of **Southview, Inc.**, a Nebraska, corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

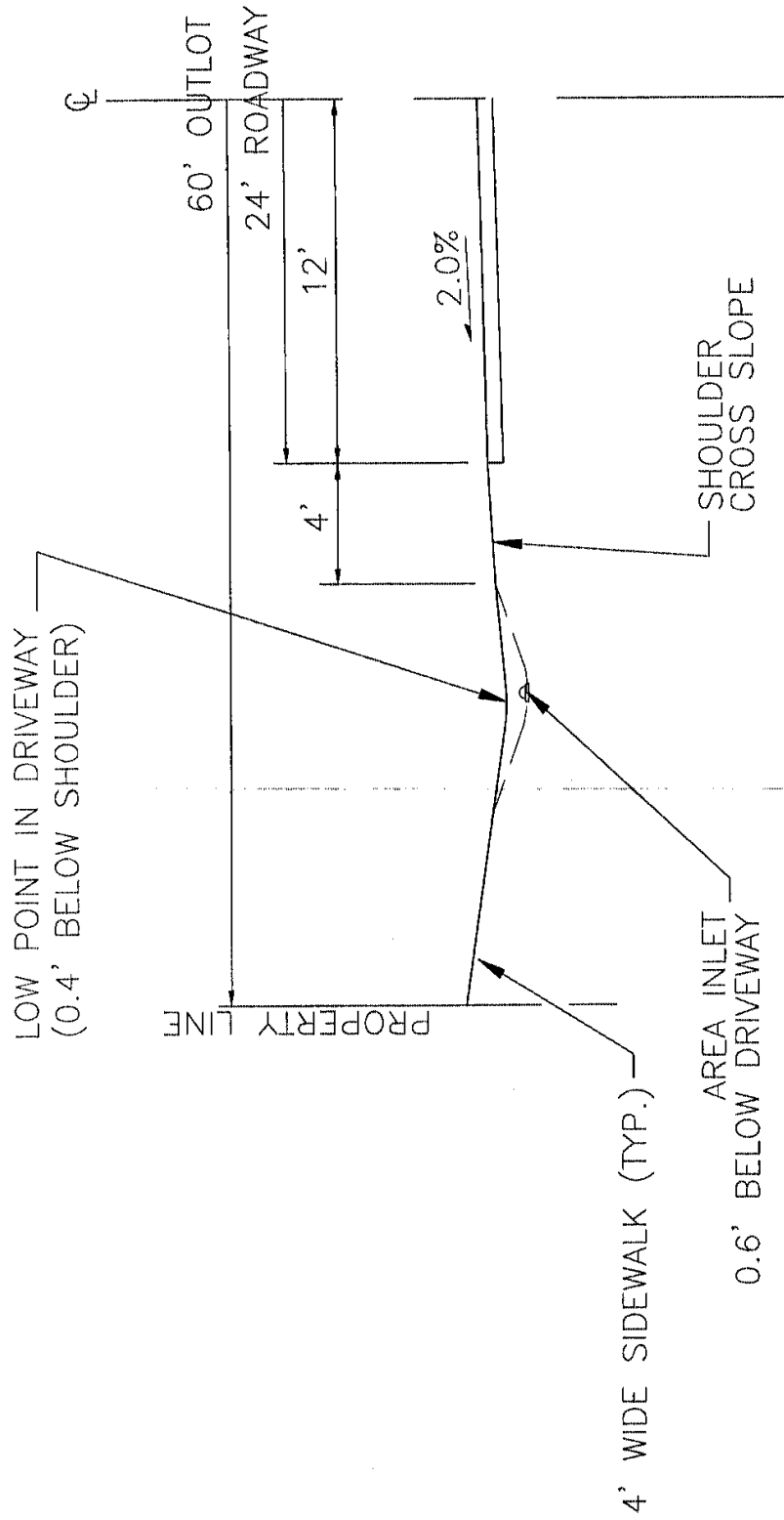
The foregoing was acknowledged before me this 21st day of March, 2000, by Richard L. Large, General Partner of Large Partnership, Ltd., Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

EXHIBIT "A"

Lots 1 through 65, Block 2;
Lots 1 through 40, Block 3;
Lot 1, Block 5; and Outlot "E";
all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska

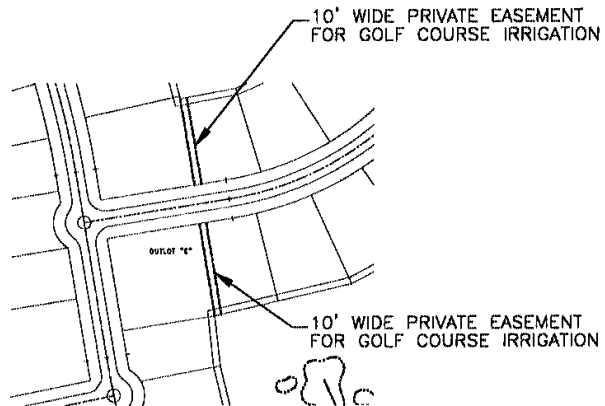
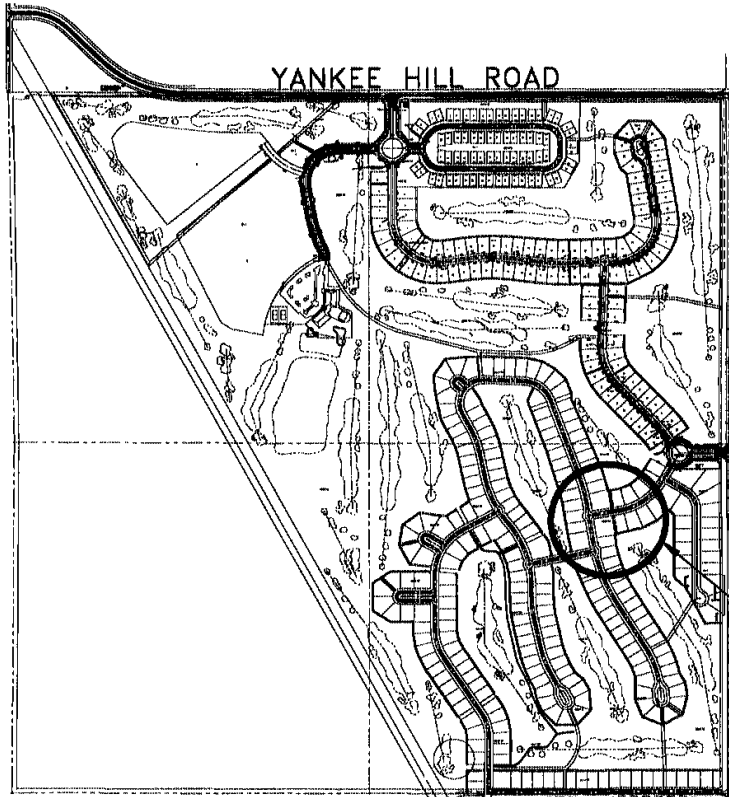


DRIVEWAY CROSS SECTION

N.T.S.

Exhibit "B"

NOT TO SCALE



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3/21/2000 10:22 A.M.

WILDERNESS RIDGE
ADDITION

OLSSON ASSOCIATES
CONSULTING ENGINEERS
1111 Lincoln Mall, P.O. Box 84608, Lincoln, NE 68501

Exhibit "C"