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NORTHERN LIGHTS PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, REGENT HEIGHTS LIMITED PARTNERSHIP, a Nebraska Limited Partnership (hereinafter referred to as the "Owner"), is the owner of a tract of real estate more particularly described on Exhibit "A" which is attached hereto and incorporated by this reference as if fully set forth herein (hereinafter referred to as the "Property"), and;

WHEREAS, the Owner is currently in the process of final platting and subdividing the Property for residential building sites; and

WHEREAS, the Owner desires to establish a uniform plan for the residential development of the Property; and

WHEREAS, the Owner desires to provide for the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Common Areas; and

WHEREAS, there has been incorporated under the laws of the State of Nebraska, a nonprofit corporation under the name of NORTHERN LIGHTS HOMEOWNERS ASSOCIATION (hereinafter the "Corporation"), for the purpose of administering and enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of maintaining, repairing, replacing, insuring and, to the extent applicable, owning the Common Areas located on the Property.

NOW, THEREFORE, the Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Property:

I. DEFINITIONS:

- (A) As used herein the term "Lot" or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property, which are shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (B) The term "Commons" and "Common Area" shall be deemed to mean all Common Pedestrian Walkways which abut two or more Lot Lines, Ponds and Green Areas, as shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (C) The term "Lot Owner", shall be deemed to mean the owner or owners of record of any Lot.

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1111 Lincoln Mall
Ste 350 (08)

- (D) The term "Property", shall be deemed to mean the Property as described on Exhibit "A" to these Covenants.
- (E) The term "Corporation", shall be deemed to mean Northern Lights Homeowners Association, a Nebraska non-profit corporation.
- (F) The term "Owner", shall be deemed to mean Regent Heights Limited Partnership, a Nebraska limited partnership, or its successors or assigns.

II. No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used other than for residential purposes. Any residence constructed on any Lot shall be completed within six (6) months after the commencement of construction. No residence or other structure of any kind or type shall be located on any Lot, to-wit: (i) within 25 feet of the Front Lot Line; (ii) within 5 feet of any Side Lot Line, nor; (iii) within 30 feet or 20% of the depth of the Lot, whichever is less, of the Rear Lot Line.

III. The Owner reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots, Commons and Roadways and to fix the grade at which any dwelling shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property; provided, however, that any basement openings (doorways, windows, etc.) located upon the tract of land south of Leighton Avenue and east of North 82nd Avenue, more particularly described on Exhibit "B", which is attached hereto and incorporated herein by this reference, must be maintained by the Lot Owner at a minimum elevation of 105.6.

IV. Plans for any dwelling to be placed or constructed upon any Lot shall show the size, exterior material and exterior color, design and plot plan for the building. One set of such plans shall be left on permanent file with the Owner. The Construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Owner and filed for record with the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the Owner within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Owner however, reserves to itself and its assigns the exclusive right to approve or disapprove any such plans, if in its sole opinion either the size, material or exterior plan do not conform to the general design standard, and overall development characteristics of the Property.

V. All dwellings located on any Lot shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln by Lot Owners other than the Owner.

VI. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence;

except that the Owner or any builder constructing homes on the Property may use temporary buildings for storage of tools and materials used in constructing homes and general development of the subdivision.

VII. No wires, antennas or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building.

VIII. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

IX. The Commons and all utilities located within the Commons shall be permanently maintained, repaired, replaced, insured and to the extent applicable, owned by the Corporation.

X. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot, provided however, that the Owner may place signs, advertising Lots for sale, and provided further, that a sign advertising a single Lot for sale may be placed upon such Lot by the Lot Owner.

XI. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot; except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. If, in the sole opinion of the Board of Directors of the Corporation, any animal is deemed to be offensive or an annoyance to any other Lot Owners, the Lot Owner keeping such household pet may be required to remove the same from the Property.

XII. Any Lot Owner, except for the Owner, of a Lot which abuts or is adjacent to a public sidewalk, as shown on the Final Plat of all or any portion of the Property, shall install and maintain such sidewalk. Sidewalks shall be constructed and paid for by such Lot Owner upon the earlier date of: (i) the construction of a single family residence on such Lot; (ii) whenever required by the City of Lincoln; or (iii) whenever required by the Corporation.

XIII. No recreational vehicle, as defined by the Lincoln Municipal Code, as the same may hereafter be amended, shall be parked or stored on or in front of any Lot, except within an enclosed structure; provided, however, that recreational vehicles may be temporarily parked on or in front of a Lot for a period of time not to exceed 14 days per year.

XIV. Any Lot Owner or any Lot on which a landscape screen is required to be installed by the City of Lincoln, Nebraska, whether such landscape screen is composed of structural or live plant materials, shall continuously maintain such landscape screen.

XV. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any Lot shall be a member of the Corporation, provided however, that

any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

XVI. The Corporation shall have two classes of membership:

Class "A" memberships shall include all members of the Corporation except the Owner. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one vote for each Lot in which the interest requisite for membership is held, provided, however, that no more than one vote shall be cast with respect to any such Lot.

Class "B" memberships shall include only the Owner or its assigns, who shall be entitled to two votes for every Lot owned by the Owner; provided, however, that for each conveyance of a Lot by the Owner to any Class "A" member, the number of votes entitled to be cast by the Class "B" member shall be reduced by two.

XVII. Each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons 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, nor plant any plants on the Commons without the prior written consent of the Corporation.

XVIII. The rights of the members of the Corporation in and upon the Commons shall be subject to the following:

- (A) All easements shown upon any Final Plat of any portion of the Property recorded with the Register of Deeds of Lancaster County, Nebraska;
- (B) The right of the Corporation to suspend the use of the Commons by any member for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any other infraction of the published rules and regulations governing the use and maintenance of the Commons;
- (C) The right of the Corporation to adopt rules and regulations governing the use and maintenance of the Common Area;
- (D) The right of the Corporation to dedicate or transfer any part of the Commons to any public agency, authority, or utility, subject to such conditions as may be agreed to by the members. Any such dedication or transfer must be approved by a majority vote at a regular or special meeting of the members where notice of the proposed dedication or transfer is contained in the notice of such meeting; and

- (E) The use of the Common Pedestrian Walkways comprising a part of the Commons by the general public pursuant to a public easement granted or to be granted by the Owner.

XIX. Except for the duty and obligation of each individual Lot Owner to maintain and repair the sidewalks abutting their respective Lots (as set forth at paragraph XII), the Corporation hereby covenants, and each member of the Corporation by the acceptance of a deed by which the interest requisite for Membership in the Corporation is acquired, shall be deemed to covenant to maintain, repair, replace, insure and to the extent applicable, own the Commons. This covenant by the Members shall be satisfied by the payment of a general annual assessment and/or a general special assessment for the administration of the Corporation, and the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Commons. Such annual and special general assessments shall be a lien upon the Lot against which such assessments are made and shall also be the personal obligation of the Member who is, or was, the record owner of the Lot assessed at the time of such general assessment. Each Lot shall be equally liable for the total annual and special general assessments.

XX. The lien of such annual and special general assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

XXI. Annual general assessments shall be made by the Board of Directors of the Corporation for the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Common Area, which shall include but not be limited to, the payment of taxes and special assessments levied against the Commons by the City of Lincoln, Nebraska, subsequent to the execution and recordation of these Protective Covenants, and for snow removal for the Common Pedestrian Walkways comprising a part of the Commons. Special general assessments for capital improvements of all or any portion of the Common Area may be made by the Board of Directors, provided however, that such assessments for capital improvements shall be approved by the affirmative vote of two-thirds of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, provided notice of such special general assessments shall be contained in the notice of such special meeting.

XXII. The Corporation shall provide for the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Commons as may be determined by the Corporation to be in the best interests of the Corporation and the public, and shall annually assess the Lots and the members for the costs of such which includes but are not limited to, the payment of taxes and special assessments levied by the City of Lincoln or Lancaster County. Such general assessments shall be assessed by the Corporation to its members and shall be a lien on the Lot and a personal obligation of the record title holders as set forth in Paragraph XIX, XX and XXI herein.

XXIII. All Lot Owners and members of the Corporation agree to abide by all rules and regulations promulgated by the Corporation.

XXIV. The Owner may, at any time, add contiguous similarly developed real estate to the Property without the consent or approval of the members of the Corporation. Such additions shall be made by the Owner's recordation of an addendum of the legal description of the such additional real estate to Exhibit "A" of these covenants at the Register of Deeds, Lancaster County, Nebraska, thereby subjecting the additional real estate to the covenants and restrictions of these Protective Covenants.

XXV. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by the Owner, the Corporation, all members of the Corporation, any Lot Owner and their respective heirs, executors, administrators, successors and assigns for a period of twenty-two (22) years from and after the date of recordation of these covenants and restrictions with the Register of Deeds of Lancaster County, Nebraska, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the Corporation approved by a 2/3 vote of the membership of the Corporation shall have been recorded with the Register of Deeds of Lancaster County, Nebraska, agreeing to a termination or modification of these Covenants.

XXVI. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful, that person shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

XXVII. Any instrument amending, modifying, abrogating or canceling these protective covenants pertaining to the structure, existence or financing of the Corporation must be approved by the City of Lincoln in writing and recorded before it shall be effective.

XXVIII. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

XXIX. No residential dwelling on any Lot may be occupied or a Certificate of Occupancy obtained until the outfall sewer is constructed and connected to the Property unless the wastewater services for the residential dwelling is of a minimum elevation of 100.0.

Dated this 15 day of October, 1997.

Approved as to form:

Abt Rich Rev
City Attorney
Date: 10-15-97

The above approval of the Protective
Covenants is for the limited purpose
of conveying maintenance of the
commons to the Homeowners Association.

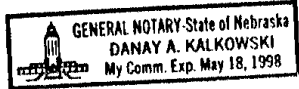
REGENT HEIGHTS LIMITED
PARTNERSHIP, A Nebraska Limited
Partnership

By: Thomas E. White
Thomas E. White,
General Partner

By: John C. Brager
John C. Brager,
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

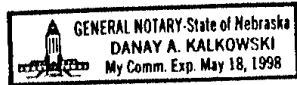
The foregoing was acknowledged before me this 15th day of October, 1997, by Thomas E. White, General Partner of Regent Heights Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 15th day of October, 1997, by John C. Brager, General Partner of Regent Heights Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

**LEGAL DESCRIPTION
PROTECTIVE COVENANTS
NORTHERN LIGHTS ADDITION**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOTS 7, 8, 26, AND A PORTION OF LOTS 27 I.T., 82 I.T., 83 I.T., AND OUTLOT "A" CCCC SUB., ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 26 I.T., AND THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 19 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1314.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 27 I.T., THENCE SOUTH 00 DEGREES 01 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 27 I.T., A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 82 I.T., THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 82 I.T., A DISTANCE OF 455.56 FEET TO A POINT, THENCE SOUTH 00 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 167.92 FEET TO A POINT, THENCE SOUTH 09 DEGREES 53 MINUTES 31 SECONDS WEST, A DISTANCE OF 91.49 FEET TO A POINT, THENCE SOUTH 23 DEGREES 43 MINUTES 13 SECONDS WEST, A DISTANCE OF 91.49 FEET TO A POINT, THENCE SOUTH 37 DEGREES 32 MINUTES 54 SECONDS WEST, A DISTANCE OF 91.49 FEET TO A POINT, THENCE SOUTH 51 DEGREES 22 MINUTES 36 SECONDS WEST, A DISTANCE OF 91.49 FEET TO A POINT, THENCE SOUTH 69 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 27.52 FEET TO A POINT, THENCE SOUTH 04 DEGREES 13 MINUTES 08 SECONDS WEST, A DISTANCE OF 94.14 FEET TO A POINT, THENCE SOUTH 22 DEGREES 43 MINUTES 41 SECONDS WEST, A DISTANCE OF 105.34 FEET TO A POINT, THENCE SOUTH 42 DEGREES 57 MINUTES 03 SECONDS WEST, A DISTANCE OF 105.34 FEET TO A POINT, THENCE SOUTH 55 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 105.06 FEET TO A POINT, THENCE SOUTH 00 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE SOUTH 00 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE SOUTH 00 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 364.74 FEET TO A POINT, THENCE SOUTH 02 DEGREES 51 MINUTES 18 SECONDS WEST, A DISTANCE OF 85.53 FEET TO A POINT, THENCE SOUTH 13 DEGREES 19 MINUTES 52 SECONDS WEST, A DISTANCE OF 88.92 FEET TO A POINT, THENCE SOUTH 24 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 88.92 FEET TO A POINT, THENCE SOUTH 37 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 91.21 FEET TO A POINT,

THENCE SOUTH 65 DEGREES 01 MINUTES 47 SECONDS WEST, A DISTANCE OF 43.65 FEET TO A POINT, THENCE SOUTH 24 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A POINT, THENCE SOUTH 65 DEGREES 01 MINUTES 47 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE SOUTH 24 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.44 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 480.00 FEET, ARC LENGTH OF 19.01 FEET, DELTA ANGLE OF 02 DEGREES 16 MINUTES 09 SECONDS, A CHORD BEARING OF SOUTH 23 DEGREES 50 MINUTES 09 SECONDS EAST, AND A CHORD LENGTH OF 19.01 FEET TO A POINT, THENCE NORTH 67 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE SOUTH 18 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 89.69 FEET TO A POINT, THENCE SOUTH 10 DEGREES 07 MINUTES 35 SECONDS EAST, A DISTANCE OF 83.75 FEET TO A POINT, THENCE SOUTH 02 DEGREES 26 MINUTES 23 SECONDS EAST, A DISTANCE OF 80.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID OUTLOT "A" CCCC SUB., THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 582.37 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 28 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 384.58 FEET TO THE SOUTHEAST CORNER OF LOT 1 CCCC SUB., THENCE NORTH 00 DEGREES 01 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 366.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 89 DEGREES 30 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 930.92 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 909.35 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 26 I.T., THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 26 I.T., A DISTANCE OF 1325.90 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 76.79 ACRES, OR 3,345,358.91 SQUARE FEET MORE OR LESS.

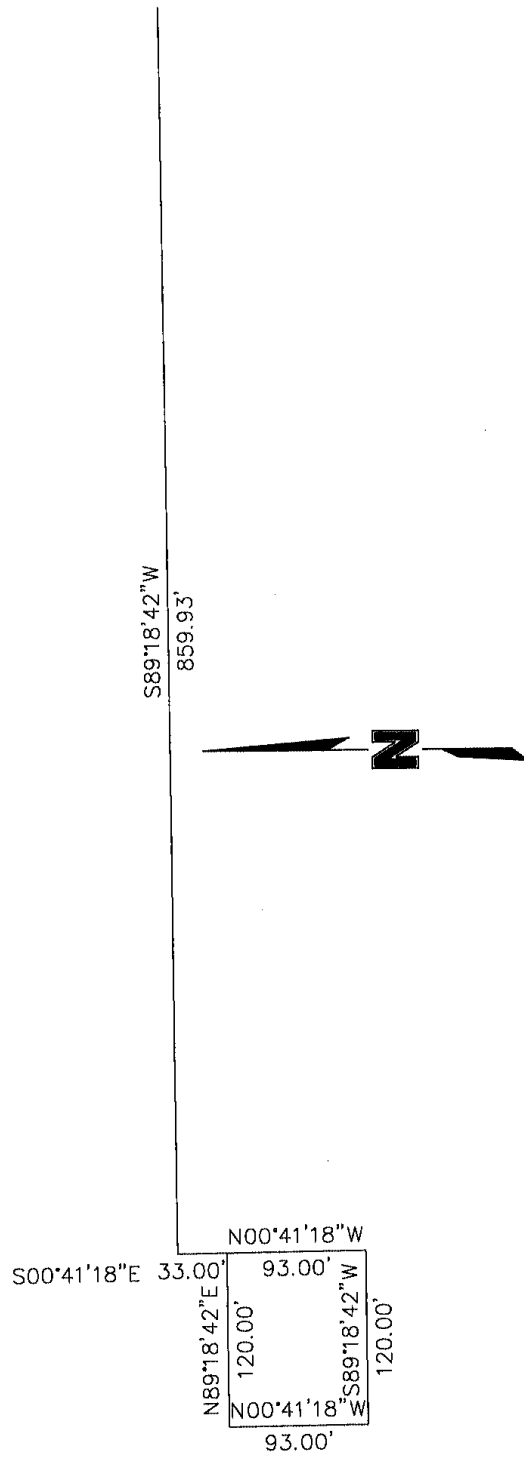
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LEGAL DESCRIPTION
NORTHERN LIGHTS
(PROTECTIVE COVENANTS)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 82 I.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 859.93 FEET TO A POINT, THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 82 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 93.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 93.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 82 I.T., THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 82 I.T., SAID LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 0.25 ACRES, OR 11,160.00 SQUARE FEET MORE OR LESS.

JUNE 25, 1997
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