

Seacrest + Kalkowski
1111 Lincoln Mall, Suite 350
Lincoln 68508

LANCASTER COUNTY, NE.

Don Olt
REGISTER OF DEEDS

SEP 17 9 42 AM '97

\$56.00

INST. NO 97

038281

BLOCK

CODE

CHECKED

ENTERED

EDITED

REGHE7

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 herein by this reference as if fully set forth (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 preservation of the residential community's aesthetic qualities, for the preservation of property values and general economic stability, and for the overall general benefit of the community.

NOW, THEREFORE, the Owner does hereby create, establish and adopt the following binding covenants and restrictions:

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 "Lot Owner", shall be deemed to mean the owner or owners of record of any Lot.
- (C) The term "Property", shall be deemed to mean the Property as described on Exhibit "A" attached to these Covenants.
- (D) 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, 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 Lots located along the east side of the Property, more particularly described on Exhibit "B", which is attached hereto and incorporated herein by this reference, must be maintained by the Lot Owners at a minimum elevation of 96.3.

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 construction 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 construction 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, or overall development characteristics of the Property. After the initial construction plans are approved by the Owner, the Lot Owners will have the right to enforce those covenanted standards initially approved by the Owner to prevent alterations or repairs that fail to conform to the general design standards and development characteristics of the community.

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. Except for the Owner, any Lot Owner of a Lot which abuts or is adjacent to a public sidewalk 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; or (ii) whenever required by the City of Lincoln.

VII. Each Lot Owner shall covenant to maintain and repair the landscaping of the Lot Owner's lawn, shrubs, trees, and other vegetation in a responsible and well maintained fashion, and to remove snow from the Lot Owner's walkways within a reasonable amount of time after snowfall.

VIII. 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.

IX. No partially completed dwelling or temporary building, and no tent, trailer, 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.

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

XI. 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 general welfare of the owners or occupants of adjoining Lots.

XII. No advertising signs, billboards, or other advertising devices 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.

XIII. 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, and provided that no household pet is deemed offensive, annoying or dangerous by a court of law.

XIV. 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.

XV. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate within the Property to prosecute and maintain any proceedings at law or in equity against the party violating or attempting to violate any such covenant or restriction and to prevent that party from doing so, or to recover damages for such violation. If any action is brought in any court to enforce the terms or provisions of any of these covenants, then if the party instituting such proceeding is successful, that party shall also be entitled to all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

XVI. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by the Owner, its successors and assigns, 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 2/3 of the Lot Owners shall have been recorded with the Register of Deeds of Lancaster County, Nebraska, agreeing to termination or modification of these covenants.

XVII. Easements for installation and maintenance of utilities and drainage facilities on the Property are reserved as will be shown on the Final Plat of Regent Heights as filed with the Register of Deeds of Lancaster County, Nebraska.

XVIII. 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.

XIX. 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 16th day of September, 1997.

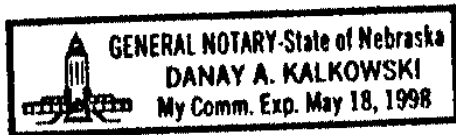
REGENT HEIGHTS LIMITED
PARTNERSHIP, A Nebraska Limited
Partnership

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)

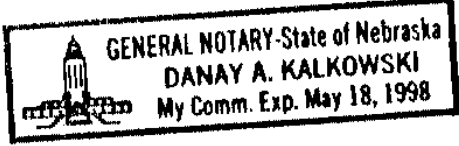
The foregoing was acknowledged before me this 16th day of September, 1997, by Thomas E. White, General Partner of Regent Heights Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

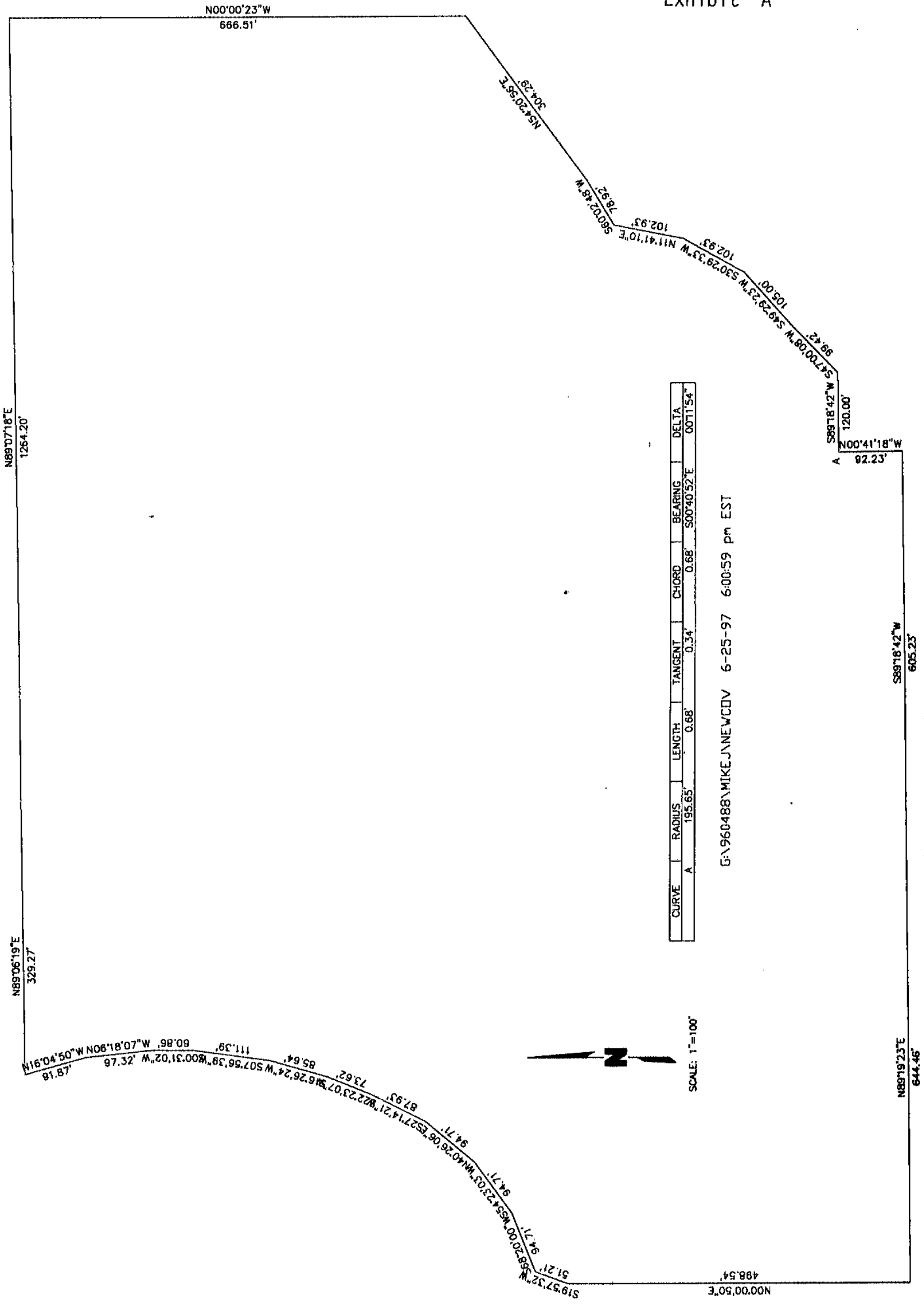
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 16th day of September, 1997, by John C. Brager, General Partner of Regent Heights Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.



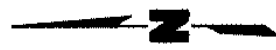
Danay A. Kalkowski
Notary Public

Exhibit "A"



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	195.65'	0.68'	0.34'	0.68'	$S00^{\circ}40'52''E$	$00^{\circ}11'54''$

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SCALE: 1"=100'

LEGAL DESCRIPTION
REGENT HEIGHTS
(PROTECTIVE COVENANTS)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF OUTLOT "D" REGENT HEIGHTS 7TH ADDITION, A PORTION OF LOT 70 I.T., A PORTION OF VACATED NORTH 84TH STREET RIGHT-OF-WAY, AND A PORTION OF VACATED LEIGHTON AVENUE RIGHT-OF-WAY, ALL LOCATED IN THE NORTHEAST 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:

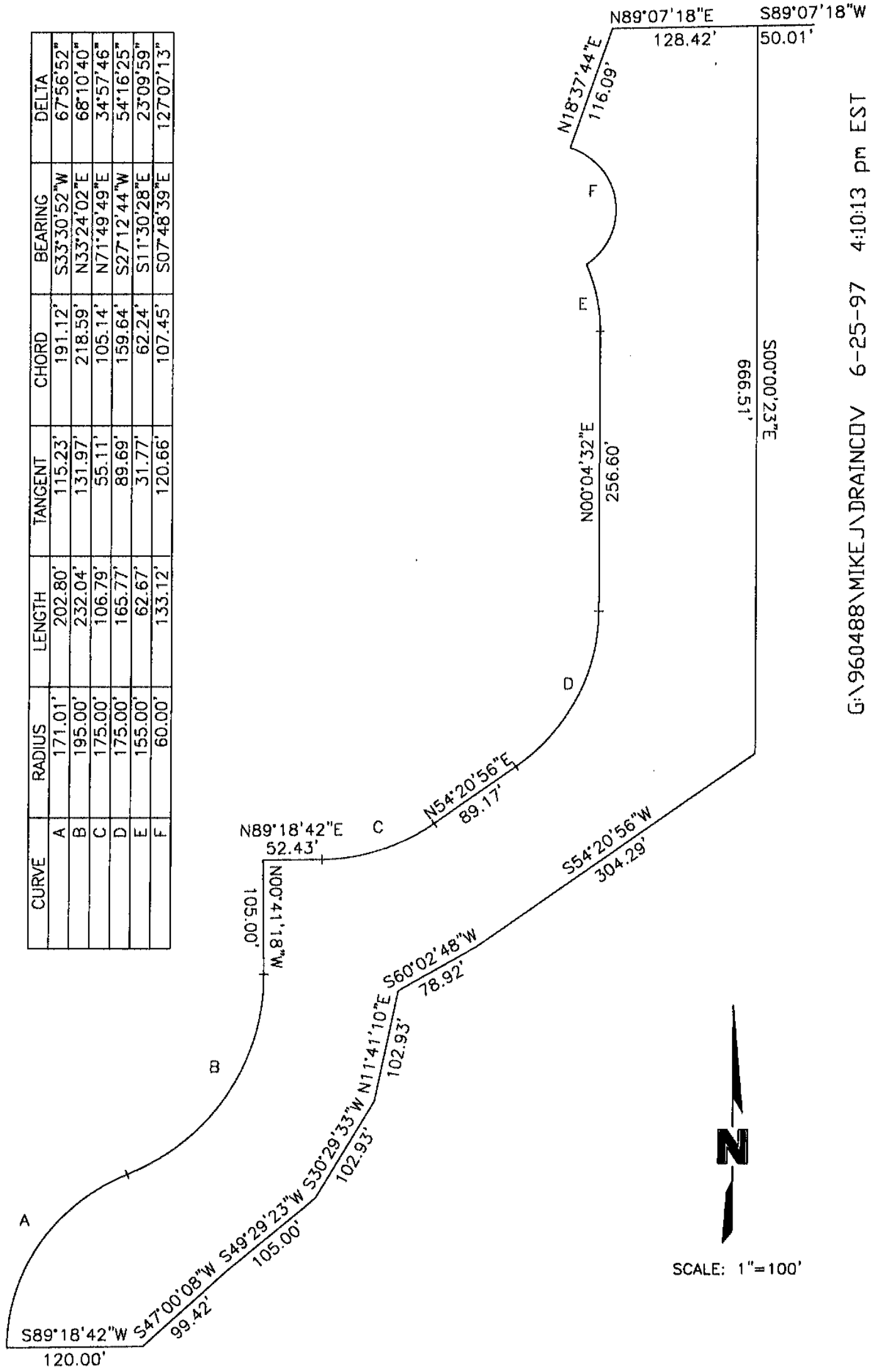
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 70 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 19 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID VACATED LEIGHTON AVENUE RIGHT-OF-WAY, SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 644.46 FEET TO THE SOUTHWEST CORNER OF SAID VACATED LEIGHTON AVENUE RIGHT-OF-WAY, THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID VACATED LEIGHTON AVENUE RIGHT-OF-WAY, AND SAID OUTLOT "D", A DISTANCE OF 498.54 FEET TO A POINT OF DEFLECTION, THENCE NORTH 19 DEGREES 57 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 51.21 FEET TO A POINT OF DEFLECTION, THENCE NORTH 68 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 94.71 FEET TO A POINT OF DEFLECTION, THENCE NORTH 54 DEGREES 23 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 94.71 FEET TO A POINT OF DEFLECTION, THENCE NORTH 40 DEGREES 26 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 94.71 FEET TO A POINT OF DEFLECTION, THENCE NORTH 27 DEGREES 14 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 87.93 FEET TO A POINT OF DEFLECTION, THENCE NORTH 22 DEGREES 23 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 73.62 FEET TO A POINT OF DEFLECTION, THENCE NORTH 16 DEGREES 26 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 85.64 FEET TO A POINT OF DEFLECTION, THENCE NORTH 07 DEGREES 56 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 111.39 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 31 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 60.86 FEET TO A POINT OF DEFLECTION, THENCE NORTH 06 DEGREES 18 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 97.32 FEET TO A POINT OF DEFLECTION, THENCE NORTH 16 DEGREES 04 MINUTES 50 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 91.87 FEET TO THE

NORTHWEST CORNER OF SAID OUTLOT "D", THENCE NORTH 89 DEGREES 06 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "D", A DISTANCE OF 329.27 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "D", SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 70 I.T., THENCE NORTH 89 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 70 I.T., AND THE NORTH LINE OF SAID VACATED PORTION OF NORTH 84TH STREET RIGHT-OF-WAY, A DISTANCE OF 1264.20 FEET TO THE NORTHEAST CORNER OF SAID VACATED RIGHT-OF-WAY, SAID POINT BEING 50.00 FEET WEST OF THE EAST LINE OF SAID SECTION 15, THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID VACATED PORTION OF NORTH 84TH STREET RIGHT-OF-WAY AND THE EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 666.51 FEET TO A POINT, THENCE SOUTH 54 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 304.29 FEET TO A POINT, THENCE SOUTH 60 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 78.92 FEET TO A POINT, THENCE SOUTH 11 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 102.93 FEET TO A POINT, THENCE SOUTH 30 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.93 FEET TO A POINT, THENCE SOUTH 49 DEGREES 29 MINUTES 23 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A POINT, THENCE SOUTH 47 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 99.42 FEET TO A POINT, THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 195.65 FEET, ARC LENGTH OF 0.68 FEET, DELTA ANGLE OF 00 DEGREES 11 MINUTES 54 SECONDS, A CHORD BEARING OF SOUTH 00 DEGREES 40 MINUTES 52 SECONDS EAST, AND A CHORD LENGTH OF 0.68 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 92.23 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 70 I.T., THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 70 I.T., SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 605.23 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 46.63 ACRES, OR 2,031,317.38 SQUARE FEET MORE OR LESS.

JUNE 25, 1997
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Exhibit "B"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	171.01'	202.80'	115.23'	191.12'	S33°30'52"W	67°56'52"
B	195.00'	232.04'	131.97'	218.59'	N33°24'02"E	68°10'40"
C	175.00'	106.79'	55.11'	105.14'	N71°49'49"E	34°57'46"
D	175.00'	165.77'	89.69'	159.64'	S27°12'44"W	54°16'25"
E	155.00'	62.67'	31.77'	62.24'	S11°30'28"E	23°09'59"
F	60.00'	133.12'	120.66'	107.45'	S07°48'39"E	127°07'13"



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LEGAL DESCRIPTION
REGENT HEIGHTS
(PROTECTIVE COVENANTS)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 70 I.T., AND A PORTION OF VACATED NORTH 84TH STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHEAST 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 THE NORTHEAST QUARTER OF SAID SECTION 15, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 07 MINUTES 18 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER OF THE VACATED PORTION OF NORTH 84TH STREET RIGHT-OF-WAY, THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID VACATED RIGHT-OF-WAY AND THE EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 666.51 FEET TO A POINT, THENCE SOUTH 54 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 304.29 FEET TO A POINT, THENCE SOUTH 60 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 78.92 FEET TO A POINT, THENCE SOUTH 11 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 102.93 FEET TO A POINT, THENCE SOUTH 30 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.93 FEET TO A POINT, THENCE SOUTH 49 DEGREES 29 MINUTES 23 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A POINT, THENCE SOUTH 47 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 99.42 FEET TO A POINT, THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 171.01 FEET, ARC LENGTH OF 202.80 FEET, DELTA ANGLE OF 67 DEGREES 56 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 33 DEGREES 30 MINUTES 52 SECONDS EAST, AND A CHORD LENGTH OF 191.12 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 195.00 FEET, ARC LENGTH OF 232.04 FEET, DELTA ANGLE OF 68 DEGREES 10 MINUTES 40 SECONDS, A CHORD BEARING OF NORTH 33 DEGREES 24 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 218.59 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 52.43 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 175.00 FEET, ARC LENGTH OF 106.79 FEET, DELTA ANGLE OF 34 DEGREES 57 MINUTES 46 SECONDS, A CHORD BEARING OF NORTH 71 DEGREES 49 MINUTES 49 SECONDS EAST, AND A CHORD LENGTH OF 105.14 FEET TO A POINT OF TANGENCY, THENCE NORTH 54 DEGREES 20

MINUTES 56 SECONDS EAST, A DISTANCE OF 89.17 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 175.00 FEET, ARC LENGTH OF 165.77 FEET, DELTA ANGLE OF 54 DEGREES 16 MINUTES 25 SECONDS, A CHORD BEARING OF NORTH 27 DEGREES 12 MINUTES 44 SECONDS EAST, AND A CHORD LENGTH OF 159.64 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 04 MINUTES 32 SECONDS EAST, A DISTANCE OF 256.60 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 155.00 FEET, ARC LENGTH OF 62.67 FEET, DELTA ANGLE OF 23 DEGREES 09 MINUTES 59 SECONDS, A CHORD BEARING OF NORTH 11 DEGREES 30 MINUTES 28 SECONDS WEST, AND A CHORD LENGTH OF 62.24 FEET TO A POINT, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 60.00 FEET, ARC LENGTH OF 133.12 FEET, DELTA ANGLE OF 127 DEGREES 07 MINUTES 13 SECONDS, A CHORD BEARING OF NORTH 07 DEGREES 48 MINUTES 39 SECONDS WEST, AND A CHORD LENGTH OF 107.45 FEET TO A POINT, THENCE NORTH 18 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 116.09 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 70 I.T., THENCE NORTH 89 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 70 I.T., AND THE VACATED PORTION OF NORTH 84TH STREET RIGHT-OF-WAY, A DISTANCE OF 128.42 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 4.38 ACRES, OR 190,838.39 SQUARE FEET MORE OR LESS.

JUNE 25, 1997

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