

Marrow Poppe
PO Box 83439
68501
LANCASTER COUNTY, NEB
Dale M. Jensen
REGISTER OF DEEDS

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INST. NO 98

AUG 16 4 30 PM '96

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CODE
CHECKED
ENTERED
EDITED

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**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS &
RESTRICTIONS OF RIDGE SOUTH**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Dale M. Jensen, a single person, and WHACO Corporation, a Nebraska corporation (the "Owners"), are the owners of certain tracts of real property more particularly described on Exhibits "A," "B-1," "B-2," "B-3," "C," "D," "E" and "F," which are attached hereto and incorporated herein by this reference as if fully set forth (collectively, the "Property"); and

WHEREAS, attached hereto as Exhibit "G" is a copy of a map showing the general location of the individual parcels described in Exhibits "A" through "F," inclusive, that comprise the Property; and

WHEREAS, the Owners have contracted with Ridge Development Company, a Nebraska corporation (the "Developer"), to aid the Owners in developing the Property into a residential community; and

WHEREAS, the Owner and the Developer are in the process of platting the Property via the appropriate process through the City of Lincoln, Nebraska, and said platting process may include property other than the Property described herein; however, these Protective Covenants, Conditions & Restrictions shall apply only to the Property described on Exhibits "A" through "F," inclusive; and

WHEREAS, the Owners and the Developer desire to ensure the orderly and proper development, maintenance and use of the Property, in order to protect and preserve the overall character of the Property in accordance with their desires to develop a quality residential neighborhood, and in order to provide and maintain a uniform set of rules, regulations and restrictions concerning the construction and use of any structures on the Property, and in order to provide for the maintenance, use and operation of the Commons (as hereinafter described).

NOW, THEREFORE, the Developer does hereby create, establish, adopt and impose the following covenants, restrictions and conditions on the Property, to wit:

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I. DEFINITIONS:

- A. As used herein, the term "Property" shall be deemed to mean the Property described on Exhibits "A," "B-1," "B-2," "B-3," "C," "D," "E" and "F," which are attached hereto and incorporated herein by this reference as if fully set forth.
- B. As used herein, the terms "Lots" or "Lot" shall be deemed to mean all single-family Lots (exclusive of Outlots and Commons) 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. Each Lot shall be designated as either an "A-Lot," a "B-Lot," or a "C-Lot." All Lots located on the portion of the Property more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference are hereby designated as A-Lots; all Lots located on the portion of the Property more particularly described on Exhibits "B-1," "B-2," or "B-3" which are attached hereto and incorporated herein by this reference are hereby designated as B-Lots; and all Lots located on the portion of the Property more particularly described on Exhibit "C" which is attached hereto and incorporated herein by this reference are hereby designated as C-Lots.
- C. As used herein, the term "Commons" shall be deemed to mean the Outlots as described on Exhibits "D," "E," and "F" which is attached hereto and incorporated herein by this reference as if fully set forth; provided, however, that the exact legal description of the Outlots may change at the time that a final plat for the Property on which such Outlots are located is filed by adding a portion of said Outlots to the adjoining residential Lot.
- D. As used herein the term "Lot Owner" shall be deemed to mean the owner or owners of record of any single-family Lot located on the Property.
- E. As used herein, the term "Homeowners Association" shall be deemed to mean Ridge South Homeowners Association, Inc., a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with these Covenants.
- F. As used herein, the term "Architectural Review Committee" shall be deemed to mean a committee of not less than three (3), nor more than five (5), persons appointed by the Board of Directors of the Homeowners Association. A Member of the Architectural Review Committee need not be a Member of the Homeowners Association.
- G. As used herein, the term "Member" shall be deemed to mean those Lot Owners entitled to vote on matters pertaining to the business of the Homeowners Association.

- H. As used herein, the term "Covenants" shall be deemed to refer to this Declaration of Protective Covenants, Conditions and Restrictions, as modified or amended in accordance herewith.
 - I. As used herein, the term "Developer" shall be deemed to mean Ridge Development Company, a Nebraska corporation, or its successors or assigns; provided, however, that any successors or assigns of the Developer shall be deemed to be bound by the terms and provisions of these Covenants.
 - J. As used herein, the term "Front Lot Line" shall be deemed to mean that portion of any Lot line which directly abuts a street open to the use of the general public.
 - K. As used herein, the term "Side or Rear Lot Line" shall be deemed to mean that portion of any Lot line which does not directly abut a street open to the use of the general public.
- II. No Lot or any residence hereafter placed or constructed on any Lot shall be utilized for any purpose other than for single-family residential purposes. No townhouses, condominiums, apartments or multiple dwelling units of any kind or type shall be built on any Lot, nor shall any Lot Owner allow or permit any dwelling unit constructed on any Lot to be converted into any type of townhome, condominium, apartment or multiple dwelling unit.
- III. Prior to the occupancy of any single-family residence to be constructed on any Lot, an underground sprinkler system shall be installed on such Lot.
- IV. Any single family dwelling to be constructed on any Lot must be constructed by a builder approved in writing by the Homeowners Association. Upon written request, the Homeowners Association shall provide any Lot Owner, or potential Lot Owner, with a list of approved builders who have been authorized by the Homeowners Association to construct single-family dwellings on the Lots.
- V. Prior to the construction of any single-family residence on any Lot, a set of building plans for such residence shall be submitted by the Lot Owner to the Architectural Review Committee for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Architectural Review Committee, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached garage and any other structures to be placed or constructed on such Lot. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Architectural Review Committee. No construction of any single-family residence on any Lot shall be commenced unless and until written approval of the

building plans for such residence has first been obtained from the Architectural Review Committee and such approval has been filed and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such building plans shall be given by the Architectural Review Committee within thirty (30) days from and after receipt thereof by the Architectural Review Committee. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Architectural Review Committee shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Architectural Review Committee, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the single-family residences constructed or to be constructed on other Lots located within the Property.

Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Architectural Review Committee to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

Regardless of any of the requirements of these Covenants concerning the prior approval of building plans or landscape plans by the Architectural Review Committee, the Architectural Review Committee shall have no power to, to wit: (a) allow, permit or consent to the construction of any single-family residence on any Lot if such residence would violate any of the other terms or provisions of these Covenants; or (b) waive any term, condition, or restriction imposed by these Covenants on such Lot.

- VI. 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 Architectural Review Committee for approval. Any landscape plan must include at a minimum, to wit: (a) 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; (b) show a minimum planting schedule for an A-Lot or a B-Lot of, to wit: (i) eight (8) two-inch caliper deciduous trees, (ii) four (4) evergreens of minimum five-foot height, and (iii) thirty (30) one-gallon containers of plantings in the area described at (a) above, or alternatively, show a minimum planting schedule for a C-Lot of, to wit: (iv) six (6) two-inch caliper deciduous trees, (v) two (2) evergreens of minimum five-foot height, and (vi) twenty (20) one-gallon containers of plantings in the area described at (a) above; (c) meet the screening requirements of paragraph XIV herein; (d) contain a written certification by the Lot Owner that, to wit: (i) all of the plantings required pursuant to this paragraph will be installed at the completion of the construction of the single-family residence to be constructed on such Lot, and that such Lot will be seeded or sodded prior to occupancy of the single-family residence; (ii) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any seeding or sodding of such Lot, all in accordance with paragraph III of these Covenants; (iii) that the landscape plan, the plantings and the underground sprinkler system required to be installed on the Lot pursuant to these Covenants will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's

successors or assigns; and (iv) that all future landscaping of the area described in paragraph VI(a) above will be submitted to the Architectural Review Committee 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 Architectural Review Committee, and such approval has been filed and recorded in the office of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such landscape plan shall be given by the Architectural Review Committee within thirty (30) days from and after receipt of such plans by the Architectural Review Committee. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Architectural Review Committee 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 Property.

No future landscaping of the area described at paragraph VI(a) above shall be commenced unless such landscaping has first been approved in writing by the Architectural Review Committee, which approval shall not be unreasonably withheld.

Regardless of anything else set forth above in this paragraph VI concerning landscaping of any A-Lot or any B-Lot, the plantings of the trees described in (b)(i) and (ii) above must be completed within eighteen (18) months after the title to any such Lot is conveyed (whether by deed or land contract) by the Owner to any Lot Owner other than the Developer.

- VII. No dwelling or other structure of any kind or type shall be located on any A-Lot nor on any B-Lot within forty (40) feet of the Front Lot Line, nor within fifteen (15) feet of any Side or Rear Lot Line. No dwelling or other structure of any kind or type shall be located on any C-Lot within thirty-five (35) feet of the Front Lot Line, nor within ten (10) feet of any Side or Rear Lot Line.
- VIII. All garages for any single-family houses constructed on any Lot shall contain a minimum of two (2) stalls, shall be attached to the dwelling unit located on such Lot. No doors for any vehicular traffic entering any such garage may face the Front Lot Line of an A-Lot or a B-Lot. All mailboxes located on any Lot shall be constructed of brick or masonry material identical to the brick or masonry material utilized in the construction of the single-family house located on such Lot, and shall be designed and constructed in accordance with standard specifications established by the Architectural Review Committee.
- IX. No detached accessory buildings, sheds, playhouses, greenhouses, satellite television dishes, or any structures of any kind may be constructed or placed on any Lot without the prior written approval of the Architectural Review Committee; provided, however, that a detached swimming pool house may be built beside any swimming pool constructed on any Lot so long as, to wit: (a) the swimming pool house is constructed with the same

architectural style as the single-family residence located upon such Lot; (b) such pool house is not occupied or utilized as a residence or guest house; and (c) the swimming pool and the swimming pool house meet the minimum setback requirements set forth in paragraph VII above.

- X. No single-family residence shall be constructed on any A-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 3,000 square feet in the case of a one-story ranch-style single-family residence; or (b) 3,400 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 3,400 square feet in the case of a full two-story or three-story single-family residence.

No single-family residence shall be constructed on any B-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 2,400 square feet in the case of a one-story ranch-style single-family residence; or (b) 2,700 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,700 square feet in the case of a full two-story or three-story single-family residence.

No single-family residence shall be constructed on any C-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 2,000 square feet in the case of a one-story ranch-style single-family residence; or (b) 2,400 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,400 square feet in the case of a full two-story or three-story single-family residence.

- XI. The exterior of any single-family residence constructed on any A-Lot or on any B-Lot must be faced with siding, stucco, or brick; provided, however, that in no event shall any such single family residence be faced with less than 60% brick or stone. The exterior of any single-family residence constructed on any C-Lot must be faced with siding, stucco, or brick; provided, however, that in no event shall any such single family residence be faced with less than 50% brick or stone. All exposed foundation walls of any single-family residence constructed on any Lot shall be faced with brick, stucco or siding. Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall be faced with brick or stone. Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall not be faced with stucco or siding.
- XII. Any solar panels placed on any single-family residence constructed on any Lot shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such single-family residence nor in any yard area of any Lot. Provided, however,

no solar panels shall be placed on any single-family residence constructed on any Lot without the prior written approval of the Architectural Review Committee.

- XIII. Except as set forth in paragraph XII above, and except for appropriate gutter and downspout systems, all single-family residences constructed on any Lot shall have a roof consisting solely of #1 cedar shake shingles, or #1 wood shingles. In addition to the cedar and wood shingles set forth above, any roof located on any such single-family residence may be constructed of slate shingles which are approved in writing by the Architectural Review Committee.
- XIV. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard, and be screened by landscape shrubbery or fencing approved by the Architectural Review Committee, in connection with the approval of the initial landscape plan submitted to such Architectural Review Committee for such Lot.
- XV. No noxious or offensive trade, activity, or practice shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.
- XVI. No trailer, mobile home, basement, tent, shack, barn, or any other outbuilding erected in or on any Lot shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No trailer, mobile home, motor coach or boat may be stored or parked in any front or side yard. If the provisions of paragraph IX of these Covenants are deemed to be in conflict with this paragraph, then the provisions of paragraph IX shall be deemed as the controlling provisions.
- XVII. No previously constructed building nor any prefabricated or modular buildings of any kind whatsoever shall be moved onto any building Lot for use as a residence or garage.
- XVIII. No nuisance, advertising sign, billboard, or other advertising device of any kind or type shall be permitted, erected, placed or suffered to remain on any Lot or on any structure or improvement located on any such Lot. No Lot shall be used in any way or for any purpose which may in any way endanger the health or unreasonably disturb the peace and quiet of other Lot Owners. No business of any kind or anything that may be construed as a business of any kind may be conducted on or from any Lot; provided, however, that this paragraph shall not prevent nor prohibit the Developer from placing on any Lot owned by Developer, signs advertising the sale of such Lot or the development as a whole; and provided, further, that this paragraph shall not prevent nor prohibit any Lot Owner, or his agent, from placing upon any Lot owned by such Lot Owner a "For Sale" sign, or a political yard sign.
- XIX. The Developer, and the Developer's successors and assigns, shall have the sole and exclusive right to establish all grades, slopes and/or contours on all Lots and to fix the grade upon which any single-family residence hereafter is erected or placed on any such

Lot. Once such grades, slopes and/or contours have been established by the Developer, they will not be changed in connection with the construction of any single-family residence on any Lot more than two (2) feet from the grades, slopes and/or contours established by the Developer without prior written permission of the Developer, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from any adjoining Lots. The Developer may, in the Developer's sole discretion, at such time as the Developer deems appropriate, transfer and assign to the Homeowners Association the right to establish and enforce such grades, slopes and contours.

- XX. Each Lot Owner, other than the Developer, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street which abuts a Lot shall be constructed and paid for by such Lot Owner upon the later date of, to wit: (a) the construction of the single-family residence constructed on such Lot; or (b) whenever required by the City of Lincoln, or the Homeowners Association, whichever is first. Each individual Lot Owner, other than Developer, shall indemnify and save the Developer harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which abuts the Lot owned by such Lot Owner.
- XXI. Except as approved by the Architectural Review Committee, no walls, fences or hedges which exceed two (2) feet in height may be constructed, placed, planted or maintained within the front yard setback required to be maintained pursuant to paragraph VII of these Covenants. The Architectural Review Committee shall establish, in its sole discretion, and file for record with the Register of Deeds, a uniform type of fencing for all front yards (which shall consist of the entire Front Lot Line, and that portion of the front yard from the Front Lot Line to the front edge of the single-family residence constructed on any Lot) and for the Side Lot Lines and Rear Lot Lines, which shall consist of the remaining portion of the lot lines along any such Lot.
- XXII. No walls, fences, structures, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement area reserved for the installation and maintenance of utilities or drainage, as shown on a recorded final plat for any portion of the Property, if such wall, fence, structure or planting would, to wit: (a) damage or interfere with the installation or maintenance of any such utilities; or (b) change the direction or flow of the surface water drainage channels in any such easement area; or (c) obstruct or retard the flow of water through any drainage channels over the easement area.
- XXIII. Construction of the single-family residence to be located on any C-Lot must be commenced within twelve (12) months after title to such Lot has been conveyed by the Owners to the Lot Owner. Once construction of any single-family residence is begun on any Lot, such single-family residence shall be completed, in accordance with the building and landscaping plans approved by the Architectural Review Committee, within fifteen (15) months.

- XXIV. All outdoor wiring for any Lot shall be placed underground. No wires for electric power, telephones, radios, televisions, or for any other use shall be placed or permitted above the ground on any Lot except inside a residence. No aerials, antennas, television dishes, poles, towers, or other devices shall be placed or permitted above the ground on any Lot except when placed inside the single-family residence constructed on such Lot, below the roof line; provided, however, that a Lot Owner may install a personal satellite dish and related wiring on the exterior of the residence constructed on a Lot, as long as the diameter of such dish does not exceed 20 inches, or if greater than 20 inches but less than 24 inches, then upon receipt of prior written approval from the Architectural Review Committee as to the location and configuration of such satellite dish on the Lot.
- XXV. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any Lot, except dogs, cats, or other household pets; provided, such dogs, cats or other household pets may not be kept, bred, or maintained for commercial purposes; and provided further, that the side and rear portion of any Lot on which such household pet is kept is fenced, with a fencing material approved in writing by the Architectural Review Committee for purposes of containing any such pet within the rear and side Lot. No kennels may exceed twelve feet by four feet by six feet, the sides of which must be constructed from black chain link fencing. No chain link fencing shall be allowed for any use other than the above kennel description. No fencing may be placed or constructed on any Lot without the prior written approval of the Architectural Review Committee. The construction of any fences shall not be commenced unless and until written approval of the type and material of the fence is approved in writing by the Architectural Review Committee. All fencing shall be placed with the finished side of the fence material facing outward from the Lot Line regardless of style of material.
- XXVI. No Lot may be utilized or maintained or used as a dumping ground for rubbish, including but not limited to leaf and grass clippings. No compost pile may be constructed or maintained on any Lot. All waste, garbage, and trash must be kept in sanitary containers and removed from such Lot on a weekly basis. No incinerators may be constructed or maintained upon any Lot. All Lots shall be kept free of debris and weeds and shall be kept mowed.
- XXVII. No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of the Developer. The Developer will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for moving and maintenance. The Developer may, in the Developer's sole discretion, at such time as the Developer deems appropriate, transfer, convey and assign to the Homeowners Association the right to designate the area for stockpiling dirt.
- XXVIII. All Lot Owners of any single family Lot now or hereafter located on the Property, including the Developer, shall by virtue of such ownership automatically become a Member of the Homeowners Association, and shall abide by the By-Laws of the Homeowners Association. All such Lot Owners shall also abide by all rules and

regulations governing the operation, maintenance, and use of said Homeowners Association or the Commons, as the same may now exist or hereafter be established by the Homeowners Association.

- XXIX. The Homeowners Association shall enforce these Covenants, and maintain and regulate the use of the Commons. The Homeowners Association shall have the power and authority to levy and assess annual and special assessments against any single-family Lot located on the property. Each Lot Owner, by the acceptance of a deed by which the interest requisite for membership in the Homeowners Association is required, shall be liable to the Homeowners Association for the payment of annual assessments for the administration, maintenance, and operation of the Homeowners Association, and the development, maintenance, and improvement of the Commons. Such annual assessments shall be uniform as to each Lot. Each Lot Owner shall also be individually liable to the Homeowners Association for the payment of any special assessment levied by the Homeowners Association against such Lot Owner for purposes of reimbursing to the Homeowners Association any funds expended by the Homeowners Association to require such individual Lot Owner to comply with these Covenants. Every Lot Owner may be subjected to and liable for a uniform special assessment levied on all Lots located with the Property for the purpose of developing or improving the Commons, upon a 2/3 affirmative vote of the number of votes entitled to be cast at any meeting of the Homeowners Association. Any assessment not paid within thirty (30) days after notice of such assessment has been mailed by the Homeowners Association shall bear interest at the rate of ten percent (10%) per annum, until paid in full, and upon filing of a notice of nonpayment of such assessment with the Register of Deeds of Lancaster County, Nebraska, shall constitute a lien on the Lot or Lots of such non-paying Lot Owner; provided, however, that the lien of any such assessment shall be subordinate to the lien of any first mortgage or deed of trust filed of record against such Lot, but shall be superior to any other mortgage or deed of trust filed of record against such Lot.
- XXX. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several Lot Owners, their successors, assigns, heirs, and devisees until the 1st day of January, 2025, and continuously thereafter for successive twenty-year periods unless and until any proposed change shall have been approved in writing by a 2/3 affirmative vote of the number of votes entitled to be cast at any meeting of the Homeowners Association, and provided further that any such change shall also be first approved in writing by the City of Lincoln, Nebraska.
- XXXI. The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Homeowners Association, or any Lot Owner (including the Developer) 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 may also be instituted to enforce any lien or obligation created hereby. If the Homeowners Association or any Lot Owner is successful in any action, whether at law or equity, to enforce any term or provision of these Covenants, then the Homeowners Association,

or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorney fees and court costs, which shall constitute a lien on the Lot owned by the person against whom enforcement is sought, in the same manner and with the same priority as a lien for annual or special assessments.

XXXII. The invalidation of any one of the covenants or restrictions set forth herein shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

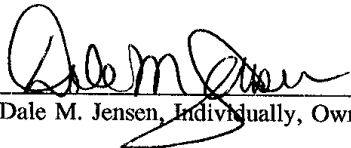
XXXIII. The Homeowners Association shall, upon the written request of any Lot Owner, issue a written statement stating, to wit: (a) whether or not such Lot Owner, and the Lot owned by such Lot Owner, is in compliance with the terms and provisions of these Covenants; (b) whether or not such Lot Owner is liable for any past due assessments that may become a lien on the Lot owned by such Lot Owner; (c) the amount, if any, of the last annual assessment levied by the Homeowners Association; (d) the amount, if any, of any proposed special assessment against such individual Lot Owner requesting the written statement; and (e) the amount, if any, of any proposed special assessment to be levied ratably against all of the Lots located within the Property.

IN WITNESS WHEREOF, the undersigned, constituting all of the owners of all of the Property and Lots, as described in the Covenants, do hereby adopt, ratify, approve and confirm the above and foregoing Covenants.

DATED all as of this ____ day of _____, 19__.

Approved as to Form:

City Attorney
City of Lincoln, Nebraska



Dale M. Jensen, Individually, Owner

WHACO CORPORATION, a Nebraska Corporation, Owner

By: *Dale M. Jensen*
Dale M. Jensen, President

RIDGE DEVELOPMENT COMPANY, a Nebraska Corporation, Developer

By: *Thomas E. White*
Thomas E. White, President
Development Division

By: *John C. Brager*
John C. Brager, President
Construction Division

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of August, 1996, by Dale M. Jensen, a single person.



W. Michael Morrow
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of August, 1996, by Dale M. Jensen, President of WHACO Corporation, a Nebraska corporation, on behalf of the corporation.



W. Michael Morrow
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of August, 1996, by Thomas E. White and John C. Brager, Presidents of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



W. Michael Morrow
Notary Public

LEGAL DESCRIPTION
(PARCEL "A")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", THE RIDGE 8TH ADDITION, AND A PORTION OF OUTLOT "C", THE RIDGE 11TH ADDITION, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 16 DEGREES 28 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 222.41 FEET TO A POINT OF DEFLECTION, THENCE NORTH 73 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 31.05 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 21 DEGREES 04 MINUTES 20 SECONDS, AN ARC DISTANCE OF 106.66 FEET, A RADIUS OF 290.00 FEET, AND A CHORD OF NORTH 62 DEGREES 59 MINUTES 27 SECONDS EAST, A DISTANCE OF 106.06 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A", THENCE SOUTH 45 DEGREES 28 MINUTES 24 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 147.77 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03 DEGREES 33 MINUTES 41 SECONDS, AN ARC DISTANCE OF 22.24 FEET, A RADIUS OF 357.79 FEET, AND A CHORD OF SOUTH 47 DEGREES 15 MINUTES 15 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 22.24 FEET TO THE MOST EASTERN CORNER OF SAID OUTLOT "A", THENCE SOUTH 40 DEGREES 58 MINUTES 24 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 39.11 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 73 DEGREES 31 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 278.71 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "C", THENCE SOUTH 63 DEGREES 57 MINUTES 53 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 60.27 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 68 DEGREES 53 MINUTES 46 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 141.63 FEET TO THE NORTHWEST CORNER OF LOT 54 I.T., THENCE NORTH 87 DEGREES 41 MINUTES 07 SECONDS WEST, A DISTANCE OF 180.05 FEET TO A POINT, THENCE SOUTH 1 DEGREES 17 MINUTES 07 SECONDS WEST, A DISTANCE OF 371.21 FEET TO A POINT, THENCE NORTH 88 DEGREES 42 MINUTES 53 SECONDS WEST, A DISTANCE OF 44.56 FEET TO A POINT, THENCE NORTH 75 DEGREES 09 MINUTES 08 SECONDS WEST, A DISTANCE OF 99.46 FEET TO A POINT, THENCE SOUTH 23 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A

DELTA ANGLE OF 19 DEGREES 06 MINUTES 13 SECONDS, AN ARC DISTANCE OF 161.62 FEET, A RADIUS OF 484.72 FEET, AND A CHORD OF NORTH 57 DEGREES 03 MINUTES 24 SECONDS WEST, A DISTANCE OF 160.87 FEET TO A POINT OF TANGENCY, THENCE NORTH 47 DEGREES 30 MINUTES 18 SECONDS WEST, A DISTANCE OF 488.79 FEET TO A POINT, THENCE NORTH 42 DEGREES 29 MINUTES 42 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID OUTLOT "B", A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "B", THENCE SOUTH 47 DEGREES 30 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "B" AND OUTLOT "C", A DISTANCE OF 170.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 42 DEGREES 29 MINUTES 42 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 240.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 47 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 21.95 FEET TO A POINT OF DEFLECTION, THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 148.30 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 6 DEGREES 00 MINUTES 46 SECONDS, AN ARC DISTANCE OF 39.88 FEET, A RADIUS OF 380.00 FEET, AND A CHORD OF SOUTH 51 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT, THENCE NORTH 35 DEGREES 17 MINUTES 46 SECONDS EAST, A DISTANCE OF 211.95 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", THENCE SOUTH 69 DEGREES 56 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 90.02 FEET TO A POINT OF DEFLECTION, THENCE NORTH 73 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 494,664.84 SQUARE FEET OR 11.3563 ACRES MORE OR LESS.

JULY 12, 1996
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LEGAL DESCRIPTION
(PARCEL "B-1")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "B", THE RIDGE 11TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 378.04 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 57 DEGREES 44 MINUTES 23 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 291.04 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 47 DEGREES 30 MINUTES 18 SECONDS EAST ALONG THE NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "B", THENCE SOUTH 42 DEGREES 26 MINUTES 45 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE NORTH 51 DEGREES 29 MINUTES 34 SECONDS WEST, A DISTANCE OF 66.49 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 37 DEGREES 55 MINUTES 15 SECONDS, AN ARC DISTANCE OF 501.47 FEET, A RADIUS OF 757.69 FEET, AND A CHORD OF NORTH 70 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 492.37 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.05 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT "B", THENCE NORTH 0 DEGREES 09 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 126,011.70 SQUARE FEET OR 2.8928 ACRES MORE OR LESS.

JULY 13, 1996
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Exhibit "B-1"

LEGAL DESCRIPTION

(PARCEL "B-2")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "C", THE RIDGE 11TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "A", THE RIDGE 8TH ADDITION, THENCE ON AN ASSUMED BEARING OF SOUTH 40 DEGREES 58 MINUTES 24 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 39.11 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 73 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 278.71 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "C", THE RIDGE 11TH ADDITION, THENCE SOUTH 63 DEGREES 57 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "C", A DISTANCE OF 60.27 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 68 DEGREES 53 MINUTES 46 SECONDS WEST, A DISTANCE OF 141.63 FEET TO THE NORTHWEST CORNER OF LOT 54 I.T., THENCE SOUTH 12 DEGREES 24 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "C", A DISTANCE OF 403.47 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.86 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 74.54 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23 DEGREES 21 MINUTES 53 SECONDS, AN ARC DISTANCE OF 197.66 FEET, A RADIUS OF 484.72 FEET, AND A CHORD OF NORTH 78 DEGREES 17 MINUTES 27 SECONDS WEST, A DISTANCE OF 196.30 FEET TO A POINT, THENCE NORTH 23 DEGREES 23 MINUTES 29 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE SOUTH 75 DEGREES 09 MINUTES 08 SECONDS EAST, A DISTANCE OF 99.46 FEET TO A POINT, THENCE SOUTH 88 DEGREES 42 MINUTES 53 SECONDS EAST, A DISTANCE OF 111.17 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 149.57 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 36,552.20 SQUARE FEET OR 0.8391 ACRES MORE OR LESS.

JULY 13, 1996
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Exhibit "B-2"

LEGAL DESCRIPTION

(PARCEL "B-3")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF LOT 58 I.T., A PORTION OF LOT 54 I.T., AND A PORTION OF OUTLOT "C", THE RIDGE 11TH ADDITION, ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 58 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 58 I.T., AND THE EAST LINE OF SAID LOT 54 I.T., A DISTANCE OF 445.80 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 675.00 FEET TO A POINT, THENCE NORTH 57 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 185.92 FEET TO A POINT, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 25 DEGREES 49 MINUTES 39 SECONDS, AN ARC DISTANCE OF 153.26 FEET, A RADIUS OF 340.00 FEET, AND A CHORD OF SOUTH 12 DEGREES 56 MINUTES 26 SECONDS WEST, A DISTANCE OF 151.97 FEET TO A POINT, OF TANGENCY, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.86 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 120.86 FEET TO A POINT, THENCE NORTH 12 DEGREES 24 MINUTES 05 SECONDS EAST ALONG AN EXTENSION OF THE WEST LINE OF SAID LOT 54 I.T., A DISTANCE OF 403.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 54 I.T., THENCE NORTH 68 DEGREES 53 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 54 I.T., A DISTANCE OF 141.63 FEET TO A POINT OF DEFLECTION, THENCE NORTH 63 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 60.27 FEET TO A POINT OF DEFLECTION, THENCE NORTH 73 DEGREES 31 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 54 I.T. AND LOT 58 I.T., A DISTANCE OF 278.71 FEET TO A POINT OF DEFLECTION, THENCE NORTH 40 DEGREES 58 MINUTES 24 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 58 I.T., A DISTANCE OF 39.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 58 I.T., THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 40 DEGREES 56 MINUTES 18 SECONDS, AN ARC DISTANCE OF 255.62 FEET, A RADIUS OF 357.76 FEET, AND A CHORD OF SOUTH 69 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 58 I.T., A DISTANCE OF 250.22 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 58 I.T., A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 444,121.15 SQUARE FEET OR 10.1956 ACRES MORE OR LESS.

Exhibit "B-3"

LEGAL DESCRIPTION
(PARCEL "C")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 54 I.T., AND 60 I.T., A PORTION OF OUTLOTS "B" AND "C", THE RIDGE 11TH ADDITION, ALL LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., AND A PORTION OF LOTS 45 I.T., 47 I.T., AND 48 I.T., ALL LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, (EXCEPT PARCEL "D"), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 60 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 60 I.T., A DISTANCE OF 970.89 FEET TO A POINT OF DEFLECTION, THENCE NORTH 0 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 60 I.T., AND THE WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 190.01 FEET TO A POINT, THENCE SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, A DISTANCE OF 117.05 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 37 DEGREES 55 MINUTES 15 SECONDS, AN ARC DISTANCE OF 501.47 FEET, A RADIUS OF 757.69 FEET, AND A CHORD OF SOUTH 70 DEGREES 27 MINUTES 11 SECONDS EAST, A DISTANCE OF 492.37 FEET TO A POINT OF TANGENCY, THENCE SOUTH 51 DEGREES 29 MINUTES 34 SECONDS EAST, A DISTANCE OF 66.49 FEET TO A POINT, THENCE NORTH 42 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 132.94 FEET TO A POINT, THENCE SOUTH 47 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 548.78 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 42 DEGREES 28 MINUTES 06 SECONDS, AN ARC DISTANCE OF 359.28 FEET, A RADIUS OF 484.72 FEET, AND A CHORD OF SOUTH 68 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 351.11 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 259.54 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 120.86 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 25 DEGREES 49 MINUTES 39 SECONDS, AN ARC DISTANCE OF 153.26 FEET, A RADIUS OF 340.00 FEET, AND A CHORD OF NORTH 12 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 151.97 FEET TO A POINT, THENCE SOUTH 57 DEGREES 02 MINUTES 09 SECONDS EAST, A DISTANCE OF 185.92 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 675.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 54 I.T., THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 54 I.T., A DISTANCE OF 395.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54 I.T., THENCE NORTH 89 DEGREES 58

MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 54 I.T., A DISTANCE OF 955.00 FEET TO A POINT, THENCE NORTH 49 DEGREES 39 MINUTES 01 SECONDS WEST, A DISTANCE OF 104.93 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 34.79 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 167.90 FEET TO A POINT, THENCE SOUTH 68 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 94.30 FEET TO A POINT, THENCE SOUTH 52 DEGREES 43 MINUTES 05 SECONDS EAST, A DISTANCE OF 109.23 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 347.92 FEET TO A POINT, THENCE SOUTH 12 DEGREES 07 MINUTES 23 SECONDS WEST, A DISTANCE OF 136.40 FEET TO A POINT, THENCE SOUTH 28 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 141.43 FEET TO A POINT, THENCE SOUTH 50 DEGREES 56 MINUTES 24 SECONDS WEST, A DISTANCE OF 141.10 FEET TO A POINT, THENCE SOUTH 62 DEGREES 54 MINUTES 39 SECONDS WEST, A DISTANCE OF 249.79 FEET TO A POINT, THENCE SOUTH 5 DEGREES 25 MINUTES 32 SECONDS EAST, A DISTANCE OF 142.98 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 45 I.T., THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 07 DEGREES 29 MINUTES 45 SECONDS, AN ARC DISTANCE OF 137.37 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF SOUTH 79 DEGREES 00 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 45 I.T., A DISTANCE OF 137.27 FEET TO A POINT, THENCE NORTH 26 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 841.66 FEET TO A POINT, THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST, A DISTANCE OF 622.00 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID LOT 48 I.T., THENCE NORTH 26 DEGREES 34 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 48 I.T., AND THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 333.43 FEET TO A POINT OF DEFLECTION, THENCE NORTH 21 DEGREES 59 MINUTES 03 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 104.86 FEET TO A POINT OF DEFLECTION, THENCE NORTH 15 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 116.48 FEET TO A POINT OF DEFLECTION, THENCE NORTH 8 DEGREES 17 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 104.85 FEET TO A POINT OF DEFLECTION, THENCE NORTH 1 DEGREE 36 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 109.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 60 I.T., THENCE SOUTH 88 DEGREES 12 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 60 I.T., A DISTANCE OF 130.00 FEET TO THE SOUTHEAST CORNER OF LOT 59 I.T., THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 06 DEGREES 48 MINUTES 26 SECONDS, AN ARC DISTANCE OF 93.72 FEET, A RADIUS OF 788.89 FEET, AND A CHORD OF NORTH 5 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 93.67 FEET TO A POINT, THENCE NORTH 81 DEGREES 24 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 60 I.T., A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 60 I.T.,

THENCE NORTH 5 DEGREES 11 MINUTES 38 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 99.15 FEET TO THE NORTHEAST CORNER OF LOT 59 I.T., THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 60 I.T., A DISTANCE OF 954.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 60 I.T., THENCE NORTH 0 DEGREES 12 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 60 I.T., A DISTANCE OF 319.56 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 2,564,456.51 SQUARE FEET OR 58.87 ACRES MORE OR LESS.

JULY 13, 1996
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LEGAL DESCRIPTION
(PARCEL "D")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 60 I.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 32 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 435.93 FEET TO A POINT, THENCE NORTH 0 DEGREES 27 MINUTES 40 SECONDS EAST, A DISTANCE OF 223.79 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 26 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.93 FEET TO A POINT, THENCE NORTH 17 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 169.51 FEET TO A POINT, THENCE NORTH 1 DEGREE 47 MINUTES 26 SECONDS WEST, A DISTANCE OF 170.40 FEET TO A POINT, THENCE NORTH 9 DEGREES 54 MINUTES 19 SECONDS EAST, A DISTANCE OF 357.38 FEET TO A POINT, THENCE NORTH 52 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 63.97 FEET TO A POINT, THENCE NORTH 34 DEGREES 55 MINUTES 59 SECONDS EAST, A DISTANCE OF 139.87 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02 DEGREES 27 MINUTES 52 SECONDS, AN ARC DISTANCE OF 30.01 FEET, A RADIUS OF 697.69 FEET, AND A CHORD OF SOUTH 56 DEGREES 17 MINUTES 57 SECONDS EAST, A DISTANCE OF 30.01 FEET TO A POINT, THENCE SOUTH 34 DEGREES 55 MINUTES 59 SECONDS WEST, A DISTANCE OF 147.33 FEET TO A POINT, THENCE SOUTH 27 DEGREES 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 105.81 FEET TO A POINT, THENCE SOUTH 11 DEGREES 47 MINUTES 16 SECONDS WEST, A DISTANCE OF 116.38 FEET TO A POINT, THENCE SOUTH 2 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 116.38 FEET TO A POINT, THENCE SOUTH 6 DEGREES 06 MINUTES 19 SECONDS EAST, A DISTANCE OF 116.38 FEET TO A POINT, THENCE SOUTH 12 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 116.96 FEET TO A POINT, THENCE SOUTH 26 DEGREES 34 MINUTES 41 SECONDS EAST, A DISTANCE OF 313.54 FEET TO A POINT, THENCE SOUTH 63 DEGREES 25 MINUTES 19 SECONDS WEST, A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 64,223.84 SQUARE FEET OR 1.47 ACRES MORE OR LESS.

JULY 12, 1996
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Exhibit "D"

LEGAL DESCRIPTION

(PARCEL "E")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 45 I.T., AND A PORTION OF LOT 47 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST, AND A PORTION OF OUTLOT "C", THE RIDGE 11TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 47 I.T., THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 47 I.T., A DISTANCE OF 343.27 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 07 DEGREES 11 MINUTES 52 SECONDS, AN ARC DISTANCE OF 131.91 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF SOUTH 86 DEGREES 21 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 47 I.T., AND 45 I.T., A DISTANCE OF 131.82 FEET TO A POINT OF TANGENCY, THENCE NORTH 5 DEGREES 25 MINUTES 32 SECONDS WEST, A DISTANCE OF 142.98 FEET TO A POINT, THENCE NORTH 62 DEGREES 54 MINUTES 39 SECONDS EAST, A DISTANCE OF 249.79 FEET TO A POINT, THENCE NORTH 50 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 141.10 FEET TO A POINT, THENCE NORTH 28 DEGREES 44 MINUTES 41 SECONDS EAST, A DISTANCE OF 141.43 FEET TO A POINT, THENCE NORTH 12 DEGREES 07 MINUTES 23 SECONDS EAST, A DISTANCE OF 136.40 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 347.92 FEET TO A POINT, THENCE NORTH 52 DEGREES 43 MINUTES 05 SECONDS WEST, A DISTANCE OF 109.23 FEET TO A POINT, THENCE NORTH 68 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 94.30 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 167.90 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 34.79 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT, THENCE SOUTH 49 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 104.93 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "C", THE RIDGE 11TH ADDITION, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", AND THE EAST LINE OF SAID LOT 47 I.T., A DISTANCE OF 1042.04 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 194,522.27 SQUARE FEET OR 4.47 ACRES MORE OR LESS.

JULY 12, 1996
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Exhibit "E"

LEGAL DESCRIPTION
(PARCEL "F")

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", THE RIDGE 8TH ADDITION, AND A PORTION OF OUTLOT "C", THE RIDGE 11TH ADDITION, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 58 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID OUTLOT "A", THE RIDGE 8TH ADDITION, THENCE ON AN ASSUMED BEARING OF SOUTH 40 DEGREES 58 MINUTES 24 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 39.11 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 73 DEGREES 31 MINUTES 36 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 278.71 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "C", THENCE SOUTH 63 DEGREES 57 MINUTES 53 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 60.27 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 68 DEGREES 53 MINUTES 46 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 141.63 FEET TO THE NORTHWEST CORNER OF LOT 54 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 12 DEGREES 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 403.47 FEET TO A POINT, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 120.86 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 149.57 FEET TO A POINT, THENCE NORTH 88 DEGREES 42 MINUTES 53 SECONDS WEST, A DISTANCE OF 66.61 FEET TO A POINT, THENCE NORTH 1 DEGREES 17 MINUTES 07 SECONDS EAST, A DISTANCE OF 371.21 FEET TO A POINT, THENCE SOUTH 87 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 180.05 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 58,537.09 SQUARE FEET OR 1.34 ACRES MORE OR LESS.

JULY 12, 1996
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Exhibit "F"

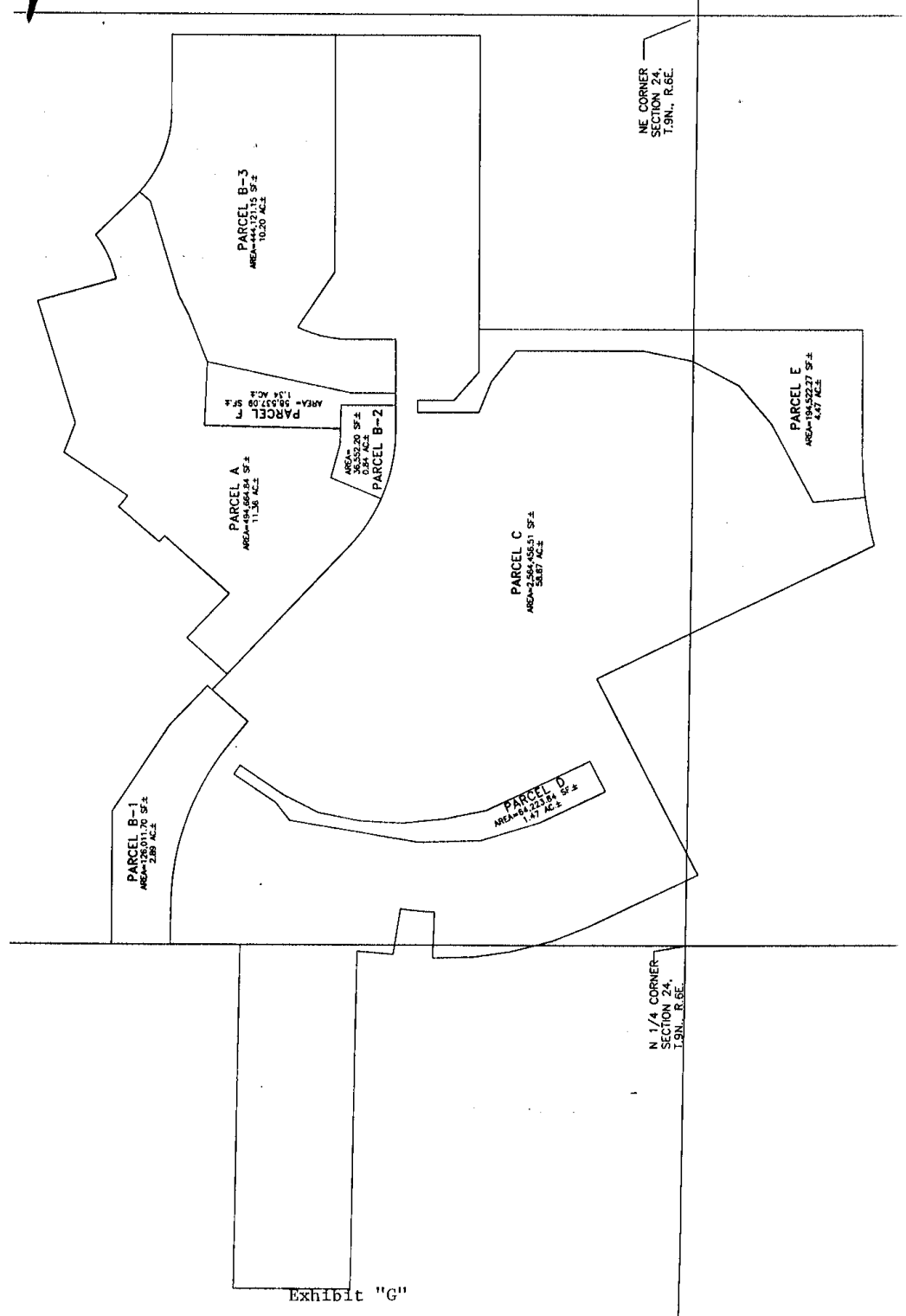


Exhibit "G"