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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
WATERFORD ESTATES EAST TOWNHOMES**

THIS DECLARATION is made and entered into as of this 19 day of June, 2008, by Waterford Estates, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**ARTICLE I**  
**DEFINITIONS**

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

"**Additional Property**" shall mean any real property and improvements lying adjacent to or in close proximity to the East Townhome Property, or Common Area, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 2 of Article V below.

"**Association**" shall mean the Waterford Estates East Townhome Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"**Commercial Property**" shall mean the real property legally described as Lot 1, Block 1 and Outlot "H", Waterford Estates 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska.

"**Common Area**" shall mean all Roadways, sidewalks along the Roadways, all private utilities, recreational facilities and Green Area now or hereafter located on the East Townhome Property.

"**Declarant**" shall mean Waterford Estates, LLC, a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the East Townhome Property and Commercial Property, defined herein.

"**East Townhome Property**" shall mean the real property legally described as Lots 1 through 51, Block 5, and Outlot "A", Waterford Estates 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska.

**“Front Yard”** shall mean the entire portion of a Lot from the Front Lot Line of such Lot to the residence to be constructed upon the Lot.

**“Green Area”** shall mean the all of the East Townhome Property except that portion of the East Townhome Property on which any townhome structure, patio, garage, sidewalk, driveway, walkway or Roadways are located

**“Lake”** shall mean the actual water surface and hard edging of shoreline of the lake located on the Lake Association Property.

**“Lake Association”** shall mean the Waterford Lake Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Lake Covenants.

**“Lake Association Property”** shall mean shall mean the real property legally described on Exhibit “A”, which is attached hereto and incorporated herein by this reference, together with all of the improvements now or hereafter located thereon, including, but not limited to, the Lake, Flood Storage Area, wetlands, water quality features, Silt Traps, Storm Sewer System, and Pumps and Wells.

**“Lake Covenants”** shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Lake filed with the Lancaster County Register of Deeds on February 5, 2008, as Instrument No. 2008005164 (“Lake Covenants”).

**“Lot”** or **“Lots”** shall mean all townhome lots now or hereafter located on the East Townhome Property, which are shown on any final plat of all or any portion of the East Townhome Property that has been filed with the Lancaster County Register of Deeds.

**“Lot Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered to be the “Lot Owner” for purposes of this Declaration.

**“Maintenance Free Material”** shall include brick, stucco, stone, hardy plank, or any other low maintenance material approved by Declarant.

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

**“Roadways”** shall mean the private roads located on the East Townhome Property which are open for the common use of all Lot Owners, their guests and invitees.

**ARTICLE II**  
**DECLARATION**

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

**ARTICLE III**  
**RESTRICTIONS AND COVENANTS**

1. Use. Each Lot located within the East Townhome Property shall be used exclusively for townhome residential purposes.

2. Plan Approval.

(a) Improvements. Prior to the construction of any townhome residence on any Lot, a set of building plans for such residence shall be submitted by the Lot Owner to the Declarant 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 Declarant, 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. Such plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. 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 Declarant. Declarant shall have the right to request the Lot Owner provide samples of the Lot Owner's proposed exterior materials. No construction of any townhome 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 Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within seven (7) days from and after receipt of such plans by the Declarant. If notice of approval of the building plans is not mailed by the Declarant within such period, the proposed building plans shall be deemed disapproved by Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot

plan of such residence does not conform to the general standard and character of the townhome 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 Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

(b) Landscaping. No later than sixty (60) days prior to the completion of construction of any residence upon a Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

(i) a landscape plan for the entire portion of such Lot that is not covered by the residence to be constructed on such Lot;

(ii) show a minimum planting schedule for such Lot of:

(A) two (2) two-inch caliper deciduous trees, or one (1) evergreen of minimum five feet height and one (1) two-inch caliper deciduous tree; and

(B) ten (10) one-gallon containers of plantings in the area described at (i) above;

(iii) contain a written certification by the Lot Owner that, to wit:

(A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed at the completion of construction of the residence to be constructed on such Lot, and that such Lot will be sodded (no seeding is permitted) prior to occupancy of the residence, weather permitting;

(B) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of such Lot, in accordance with Paragraph 7 of this Article;

(C) that the landscape plan, the plantings and the underground sprinkler system required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's successors or assigns; and

(D) that all future landscaping of the area described in (i) above will be submitted to the Declarant for approval prior to the commencement of any such future landscaping in such area.

Written approval or disapproval of such landscape plan shall be given by the Declarant within seven (7) days from and after receipt of such plans by the Declarant. If notice of approval of the landscape plan is not mailed by the Declarant within such period, the proposed landscape plan shall be deemed disapproved by Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the East Townhome Property.

Declarant shall have the right, in Declarant's sole and absolute discretion, to waive and/or modify the application and interpretation of any term, condition or restriction imposed by this Paragraph 2.

3. Grading and Erosion Control.

(a) Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any townhome residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any townhome residence on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, including the removal of adjacent Lot corners and pins, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum until paid.

(b) Declarant shall install erosion control on the East Townhome Property using Best Management Practices in accordance with the NPDES SWPPP permit during the initial grading of the East Townhome Property. Lot Owner shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalks or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot

Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum until paid.

(c) No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the East Townhome Property without the prior written permission of Declarant. Declarant shall have the option to designate an area or areas within the Waterford development off of the East Townhome Property for stockpiling dirt. Each Lot Owner shall be responsible, at its cost, for the removal and hauling of any excess dirt from the Lot. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt.

4. Minimum Standards. No townhome residence located on any Lot shall be less than 1,500 square feet, exclusive of garage, basement and any second floor. At least sixty percent (60%) of the front and forty percent (40%) of the back and each side of any townhome residence constructed upon a Lot must be faced with brick or stone, or other material approved by the Declarant; provided, however, sidewalls of interior abutting townhome residential units are exempt from the forty percent (40%) brick or stone requirement if extensive landscaping is provided pursuant to a landscape plan approved by Declarant. All exposed foundation walls (including walk-out basement walls) shall be covered in stone or brick, or other material approved by the Declarant. Any portion of such residence not faced with brick or stone shall be constructed with Maintenance Free Material. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. The roof of all residences shall be a minimum pitch of 6:12 and shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval). All windows must be Pella clad low-e glass or equal.

Windstream Nebraska Inc. is the incumbent local exchange carrier for the entire Waterford Estates development. Voice and broadband services are provided to new homes via fiber rather than copper cable. Therefore, certain mandatory wiring specifications must be followed. Each Lot Owner agrees that it will implement the following minimum wiring requirements for Fiber to the Premise ("FTTP") on his/her Lot:

(a) A minimum of three square feet (2' W x 1.5' H) of exterior wall space, as close as feasible to the power meter base shall be provided for the Optical Network Terminal ("ONT").

(b) A minimum of one square foot (1' x 1') of interior space for the Power Supply/Back-Up Battery shall be provided within 50 feet wire length of the ONT location.

(c) The power supply for the ONT requires a standard 120-volt connection that utilizes approximately 28-30 watts of power. The power outlet must be within 8 feet of the Power Supply/Back-Up Battery.

(d) A single 1" diameter Electrical Grade PVC sleeve is required with sufficient length to attach to a conduit body, such as a locknut bushing coupling, for connecting ONT to the power supply.

(e) A dedicated National Electrical Code ("NEC") compliant grounding point is required for the ONT.

5. Construction Time Frame. Commencement of construction of a townhome dwelling upon a Lot must begin within one year from the date title is conveyed by Declarant. Construction of any building to be located upon a Lot shall be completed within one year from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

6. Lot Owner's Responsibility. Each individual Lot Owner, at their own expense, shall maintain in good condition the exterior of the residence, including window wells, located upon such Lot Owner's Lot, the driveway from such Lot Owner's Lot to the public streets, and the sidewalk located between such Lot Owner's residence and the Roadways, and all other sidewalks (excluding those sidewalks running parallel to the Roadways), patios and/or decks specifically serving such Lot.

7. Lawn Irrigation and Sodding. Prior to the occupancy of any townhome residence constructed upon any Lot, an underground lawn irrigation system shall be installed on such Lot and the Green Area of such Lot shall be sodded, weather permitting.

8. Fences. No fencing, except for underground electronic fences shall be permitted on a Lot.

9. Air Conditioning Units. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard and, if such unit or system is visible from a street or private roadway, must be screened by landscape shrubbery or fencing approved by the Declarant, in connection with the approval of the initial landscape plan submitted to the Declarant for approval.

10. Accessory Buildings. No detached accessory buildings, sheds, playhouses, swing sets, greenhouses, or any structures of any kind, shall be constructed or placed on any Lot.

11. Animals and Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, including any dog run or kennel. Conventional household pets are permitted subject to the

condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

12. Swimming Pools. Swimming pools shall not be permitted on any Lot.

13. City Requirements. All buildings constructed upon any Lot within the East Townhome Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

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

15. Street Trees. Declarant shall be responsible for the initial planting of street trees required by the City of Lincoln along each street or road within the East Townhome Property that abuts any Lot or Lots. Such street trees shall be paid for by the Lot Owner at the time the Lot is purchased from Declarant. The Lot Owner shall be responsible for maintenance and replacement of any street tree installed by Declarant.

16. Signage. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

17. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or windpowered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway.

18. Repair on Lot. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood or Declarant be visibly stored, parked or abandoned on any Lot.

19. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over twenty-four (24) hours, other than in an enclosed structure. No



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

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

21. Lighting. All exterior lighting installed on any Lot shall be approved by the Declarant and shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

22. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

23. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall give notice to the Lot Owner. If the Lot Owner fails to mow the Lot within seven (7) days of delivery of such notice, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of fourteen percent (14%) per annum until paid.

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

25. Construction Traffic. Each Lot Owner acknowledges and agrees that construction traffic associated with the East Townhome Property will not utilize the roads located within the Sunrise Estates Neighborhood (Linwood Lane, Avon Lane, Eastview Road, etc.) to access the East Townhome Property.

26. Lake Association. Each Lot Owner acknowledges by acceptance of a deed to a Lot, that the Lot is subject not only to this Declaration, but also to the Lake Covenants which impose additional financial obligations on the Lot Owner for the Lake Association Property, and establish the governing structure for the Waterford Lake Association, all as set forth in the Lake Covenants. Lot Owners and their respective tenants, guests and invitees, shall have no rights to access or use the Lake for any purpose other than as a detention facility, said rights having been reserved by the Declarant as set forth in the Lake Covenants.

#### **ARTICLE IV** **ASSOCIATION**

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the East Townhome Property, including:

(a) *The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Area for the use, benefit and enjoyment of all the Members, including snow removal from all driveways and walkways located upon the Lots. The Common Area may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.*

(b) *The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area. The rules and regulations may permit or restrict use of the Common Area by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Area.*

(c) *The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the East Townhome Property; and the protection and maintenance of the residential character of the East Townhome Property.*

(d) *The administration of the "Proposed Assessments" made by the Lake Association pursuant to the Lake Covenants that are applicable to the East Townhome Property.*

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not

be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership.

All Members whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association. Declarant shall be entitled to ten (10) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

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

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

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

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

(d) The use of the Roadways located within the Common Area by the general public pursuant to any public access easement granted or to be granted by the Declarant.

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

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

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

(c) The fixing, levying, collecting and enforcement of all "Proposed Assessments" made by the Lake Association pursuant to the Lake Covenants that are applicable to the East Townhome Property.

(d) Acting as the Designated Property Manager for the East Townhome Property under the Lake Covenants.

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

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

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

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

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

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

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

5. Association Activities Regarding the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Common Area as set forth below. In the event the Association dissolves, the Lot Owners shall remain jointly and severably liable for the cost of maintenance of the Common Area.

6. Ground Maintenance Driveway and Walkway Snow Removal. The Association shall be responsible for snow removal from all driveways and walkways located upon the Lots as well as within the Common Area.

7. Green Area Maintenance. The Association's maintenance of the Green Area located upon each Lot shall include lawn fertilizing and mowing, but shall not include maintenance of any landscaping and plantings installed on any Lot. Each Lot Owner shall be responsible for maintaining any and all landscaping and plantings located upon their Lot and shall be responsible for watering the Green Area located upon their Lot.

8. Easement over Lots and Common Area. For purposes of providing the services described in Paragraphs 6 and 7 above, the Association, its employees, contractors and agents, shall at all times have an easement over, under and upon the Lots and Common Areas, and the right of entry at reasonable times, to perform its obligations to maintain, repair, install, operate or replace improvements, landscaping, or irrigation systems, and to perform any other responsibilities under this Declaration.

9. Refuse Service. The Waterford Homeowners Association shall select a single provider to provide refuse collection services for the East Townhome Property. The cost of the refuse services for each Lot shall be paid by the Lot Owner directly to the service provider and shall not be collected by or paid to the Association.

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

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

12. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the

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

13. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

14. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment may be rejected at any time within thirty (30) days of the notice of the levy by the vote of a majority of the Members entitled to vote, at a regular meeting of the Members or at a special meeting of the Members, if notice of the assessment for capital improvements is contained in the notice of the special meeting.

15. Uniform Rate of Dues and Assessments. Dues and assessments related to the Common Area shall be fixed at a uniform rate as to all Lots, but may be abated as to individual Lots, as provided in Paragraph 9, above.

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

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

respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

19. Self-Help by Association. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the townhome residence owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to Paragraph 6 of Article III hereof, in a manner satisfactory to the Board of Directors of the Association, the Board of Directors of the Association may authorize and direct the maintenance or repair of such Lot, residence, driveway or sidewalk by agents or employees of the Association. Such agents or employees shall have the right to enter upon such Lot for the purpose of such maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot that is so repaired.

## **ARTICLE V**

### **GENERAL PROVISIONS**

1. Acknowledgment of Commercial Property. By acceptance of a deed to a Lot, each Lot Owner acknowledges that the Commercial Property is (i) shown in the Lincoln-Lancaster County Comprehensive Plan for commercial use; (ii) shall be zoned for commercial use, and (iii) will contain uses permitted in the B-1, B-2 and I-3 zoning districts.

2. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Lancaster County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

3. Party Walls.

(a) Any wall placed or constructed on any common Lot line between two adjoining Lots within the East Townhome Property shall be a Party Wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements (including the repair or replacement of a roof

over such party wall) shall be borne equally by the Members who are record owners of such adjoining Lots.

(b) Each adjoining Lot Owner hereby grants and conveys to each other the right of support for any party wall in the erection of buildings on their respective Lots, and for the purposes of making all necessary connections to said party wall for the construction of any building on their respective Lot. Each Lot Owner hereby consents to the encroachment of the roof overhang from the roof over the adjoining Lot with which such Lot Owner shares a party wall and a common roof.

(c) Any single roof covering adjoining Lots shall be constructed of identical material. In the event of a dispute between adjoining Lots concerning the repair or maintenance for a single roof or a party wall, such dispute shall be submitted to the Board of Directors of the Association, who shall have the sole and absolute authority to rectify such dispute between such adjoining Lot Owners. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

4. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the East Townhome Property, each Lot Owner of one of the adjoining Lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the Lot Owners of such adjoining Lots. The provisions of this paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

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

6. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter any portion of this Declaration, may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration.



7. Assignment. Waterford Estates, LLC shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Waterford Estates, LLC, or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

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


9. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

10. City Approval. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association maintenance of the Common Area, enforcement of this Declaration by the City of Lincoln and City of Lincoln approval of amendments to this Declaration must be approved by the City of Lincoln City Attorney's office in writing and recorded with the Register of Deeds before it shall be effective.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_\_ day of June, 2008.

**WATERFORD ESTATES, LLC,** a  
Nebraska limited liability company


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

By:   
Thomas E. White  
President of Development

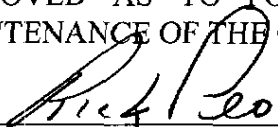
By:   
John C. Brager  
President of Construction

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

By:   
John F. Schleich, President

By:   
Richard W. Meginnis

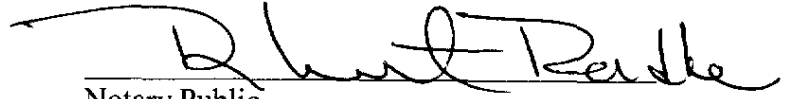
APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING  
MAINTENANCE OF THE COMMON AREA TO THE ASSOCIATION:


  
Assistant City Attorney

Date: June 18, 2008

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

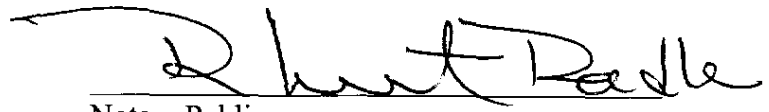
The foregoing was acknowledged before me this 19 day of June, 2008, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.


  
Notary Public

 GENERAL NOTARY-State of Nebraska  
R. KENT RADKE  
My Comm. Exp. Sept. 13, 2010

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

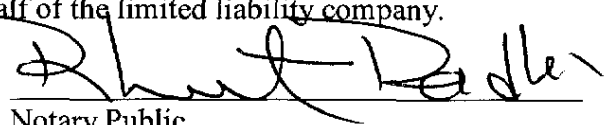
The foregoing was acknowledged before me this 19 day of June, 2008, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.


  
Notary Public

 GENERAL NOTARY-State of Nebraska  
R. KENT RADKE  
My Comm. Exp. Sept. 13, 2010

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

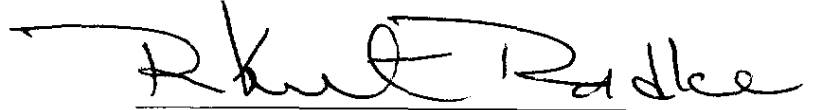
The foregoing was acknowledged before me this 19 day of June, 2008, by John F. Schleich, President of Southview, Inc., a Nebraska, corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

  
Notary Public

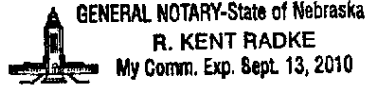
 GENERAL NOTARY-State of Nebraska  
R. KENT RADKE  
My Comm. Exp. Sept. 13, 2010

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 19 day of June, 2008, by Richard W. Meginnis, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



Notary Public



**EXHIBIT "A"**  
**Lake Association Property**

**LAKE (PARCEL A)**

OUTLOT "B", WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

**LAKE (PARCEL B)**

PORTIONS OF OUTLOT 'G', WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID OUTLOT 'G' AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST A DISTANCE OF 562.31 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST A DISTANCE OF 554.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 52 SECONDS WEST, A DISTANCE OF 12.68 FEET TO A POINT; THENCE NORTH 06 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 41.58 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 45 DEGREES 05 MINUTES 40 SECONDS, AN ARC LENGTH OF 31.48 FEET, A CHORD BEARING OF NORTH 32 DEGREES 51 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 30.68 FEET TO A POINT; THENCE NORTH 59 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 57.85 FEET TO A POINT; THENCE NORTH 00 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 77.85 FEET TO A POINT; THENCE NORTH 06 DEGREES 19 MINUTES 35 SECONDS WEST, A DISTANCE OF 58.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 06 MINUTES 09 SECONDS WEST, A DISTANCE OF 68.04 FEET TO A POINT; THENCE NORTH 76 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.52 FEET TO A POINT; THENCE SOUTH 32 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 70.33 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 30 DEGREES 17 MINUTES 43 SECONDS, AN ARC LENGTH OF 26.44 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 35 MINUTES 47 SECONDS EAST, AND A CHORD LENGTH OF 26.13 FEET TO A POINT; THENCE SOUTH 03 DEGREES 48 MINUTES 09 SECONDS EAST, A DISTANCE OF 99.97 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 08 SECONDS WEST, A DISTANCE OF 125.68 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 19,239.70 SQUARE FEET OR 0.44 ACRES, MORE OR LESS; AND

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID OUTLOT 'G' AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST A DISTANCE OF 1098.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST A DISTANCE OF 478.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES 03 MINUTES 04 SECONDS WEST, A DISTANCE OF 137.66 FEET TO A POINT; THENCE SOUTH 61 DEGREES 27 MINUTES 20 SECONDS WEST, A DISTANCE OF 36.17 FEET TO A POINT; THENCE SOUTH 73 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 22.50 FEET TO A POINT; THENCE NORTH 58 DEGREES 21 MINUTES 04 SECONDS WEST, A DISTANCE OF 10.04 FEET TO A POINT; THENCE NORTH 07 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 64.62 FEET TO A POINT; THENCE NORTH 00 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 95.10 FEET TO A POINT; THENCE NORTH 06 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 32.08 FEET TO A POINT; THENCE NORTH 12 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 222.14 FEET TO A POINT; THENCE NORTH 16 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 85.14 FEET TO A POINT; THENCE NORTH 12 DEGREES 14 MINUTES 17 SECONDS WEST, A DISTANCE OF 122.03 FEET TO A POINT; THENCE NORTH 28 DEGREES 12 MINUTES 37 SECONDS EAST, A DISTANCE OF 27.20 FEET TO A POINT; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, A DISTANCE OF 162.95 FEET TO A POINT; THENCE SOUTH 49 DEGREES 18 MINUTES 51 SECONDS WEST, A DISTANCE OF 26.38 FEET TO A POINT; THENCE SOUTH 22 DEGREES 00 MINUTES 50 SECONDS WEST, A DISTANCE OF 62.09 FEET TO A POINT; THENCE SOUTH 08 DEGREES 09 MINUTES 36 SECONDS WEST, A DISTANCE OF 39.51 FEET TO A POINT; THENCE SOUTH 03 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 39.01 FEET TO A POINT; THENCE SOUTH 16 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 34.89 FEET TO A POINT; THENCE SOUTH 32 DEGREES 43 MINUTES 36 SECONDS EAST, A DISTANCE OF 63.93 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 74.60 FEET, A DELTA ANGLE OF 32 DEGREES 43 MINUTES 09 SECONDS, AN ARC LENGTH OF 42.60 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 25 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 42.02 FEET TO A POINT; THENCE SOUTH 00 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 83.11 FEET TO A POINT; THENCE SOUTH 09 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 44.53 FEET TO A POINT; THENCE SOUTH 24 DEGREES 18 MINUTES 03 SECONDS EAST, A DISTANCE OF 60.99 FEET TO A POINT; THENCE SOUTH 33 DEGREES 40 MINUTES 22 SECONDS EAST, A DISTANCE OF 132.98 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 79,159.98 SQUARE FEET OR 1.82 ACRES, MORE OR LESS.

**LAKE (PARCEL C)**

A PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF NORTH 89 DEGREES 24 MINUTES 34 SECONDS WEST, A DISTANCE OF 672.22 FEET TO A POINT; THENCE NORTH 00 DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 150.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 23 MINUTES 39 SECONDS WEST, A DISTANCE OF 39.27 FEET TO A POINT; THENCE SOUTH 85 DEGREES 06 MINUTES 05 SECONDS WEST, A DISTANCE OF 253.05 FEET TO A POINT; THENCE SOUTH 89 DEGREES 14 MINUTES 54 SECONDS WEST, A DISTANCE OF 298.65 FEET TO A POINT; THENCE NORTH 89 DEGREES 24 MINUTES 54 SECONDS WEST, A DISTANCE OF 57.69 FEET TO A POINT; THENCE NORTH 48 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.27 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 11.74 FEET TO A POINT; THENCE NORTH 11 DEGREES 18 MINUTES 39 SECONDS WEST, A DISTANCE OF 30.54 FEET TO A POINT; THENCE NORTH 30 DEGREES 02 MINUTES 54 SECONDS WEST, A DISTANCE OF 11.98 FEET TO A POINT; THENCE NORTH 31 DEGREES 31 MINUTES 28 SECONDS EAST, A DISTANCE OF 48.75 FEET TO A POINT; THENCE NORTH 82 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 64.23 FEET TO A POINT; THENCE SOUTH 87 DEGREES 59 MINUTES 09 SECONDS EAST, A DISTANCE OF 60.07 FEET TO A POINT; THENCE NORTH 65 DEGREES 17 MINUTES 13 SECONDS EAST, A DISTANCE OF 23.50 FEET TO A POINT; THENCE NORTH 53 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 33.50 FEET TO A POINT; THENCE NORTH 50 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 33.87 FEET TO A POINT; THENCE NORTH 26 DEGREES 25 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.02 FEET TO A POINT; THENCE NORTH 58 DEGREES 13 MINUTES 15 SECONDS EAST, A DISTANCE OF 24.50 FEET TO A POINT; THENCE SOUTH 85 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 4.08 FEET TO A POINT; THENCE SOUTH 80 DEGREES 40 MINUTES 27 SECONDS EAST, A DISTANCE OF 40.16 FEET TO A POINT; THENCE NORTH 76 DEGREES 31 MINUTES 03 SECONDS EAST, A DISTANCE OF 20.49 FEET TO A POINT; THENCE NORTH 52 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 16.72 FEET TO A POINT; THENCE NORTH 43 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 24.86 FEET TO A POINT; THENCE NORTH 51 DEGREES 10 MINUTES 42 SECONDS EAST, A DISTANCE OF 46.16 FEET TO A POINT; THENCE NORTH 43 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 14.53 FEET TO A POINT; THENCE NORTH 01 DEGREES 57 MINUTES 20 SECONDS EAST, A DISTANCE OF 25.47 FEET TO A POINT; THENCE NORTH 36 DEGREES 55 MINUTES 24 SECONDS WEST, A DISTANCE OF 21.88 FEET TO A POINT; THENCE NORTH 52 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 66.11 FEET TO A POINT; THENCE NORTH 39 DEGREES 43 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.79 FEET TO A POINT; THENCE NORTH 72 DEGREES 31 MINUTES 58 SECONDS WEST, A DISTANCE OF 23.92 FEET TO A POINT; THENCE SOUTH 85 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.99 FEET TO A POINT; THENCE NORTH 86 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 48.47 FEET TO A POINT; THENCE NORTH 81 DEGREES 23 MINUTES 35 SECONDS WEST, A DISTANCE OF 35.15 FEET TO A POINT; THENCE SOUTH 79 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 29.73 FEET TO A POINT; THENCE SOUTH 59 DEGREES 53 MINUTES 02 SECONDS WEST, A DISTANCE OF 21.63 FEET TO A POINT; THENCE SOUTH 46 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 32.43 FEET TO A POINT; THENCE SOUTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 62.36 FEET TO A POINT; THENCE SOUTH 82 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 42.88 FEET TO A POINT; THENCE NORTH 50 DEGREES 27 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.70 FEET TO A POINT; THENCE NORTH 24 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.43 FEET TO A POINT; THENCE NORTH 36 DEGREES 53 MINUTES 31 SECONDS EAST, A DISTANCE OF 43.81 FEET TO A POINT; THENCE NORTH 81 DEGREES 39 MINUTES 52 SECONDS EAST, A DISTANCE OF 45.43 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 39.97 FEET TO A POINT; THENCE NORTH 34 DEGREES 23 MINUTES 29 SECONDS EAST, A DISTANCE OF 20.87 FEET TO A POINT; THENCE NORTH 46 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 31.44 FEET TO A POINT; THENCE NORTH 69 DEGREES 09 MINUTES 54 SECONDS EAST, A DISTANCE OF 14.55 FEET TO A POINT; THENCE NORTH 86 DEGREES 07 MINUTES 03 SECONDS EAST, A DISTANCE OF 29.86 FEET TO A POINT; THENCE SOUTH 78 DEGREES 19 MINUTES 46 SECONDS EAST, A DISTANCE OF 28.74 FEET TO A POINT; THENCE SOUTH 78 DEGREES 38 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.37 FEET TO A POINT; THENCE NORTH 89 DEGREES 35 MINUTES 09 SECONDS EAST, A DISTANCE OF 23.23 FEET TO A POINT; THENCE NORTH 79 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 40.05 FEET TO A POINT; THENCE NORTH 70 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.73 FEET TO A POINT; THENCE NORTH 65 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 60.65 FEET TO A POINT; THENCE NORTH 60 DEGREES 09 MINUTES 37 SECONDS EAST, A DISTANCE OF 29.41 FEET TO A POINT; THENCE NORTH 54 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 53.19 FEET TO A POINT; THENCE NORTH 46 DEGREES 32 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.32 FEET TO A POINT; THENCE NORTH 33 DEGREES 56 MINUTES 42 SECONDS EAST, A DISTANCE OF 86.91 FEET TO A POINT; THENCE NORTH 44 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 73.16 FEET TO A POINT; THENCE SOUTH 82 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 156.03 FEET TO A POINT; THENCE SOUTH 77 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.75 FEET TO A POINT; THENCE SOUTH 84 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 12.08 FEET TO A POINT; THENCE SOUTH 57 DEGREES 45 MINUTES 51 SECONDS EAST, A DISTANCE OF 55.74 FEET TO A POINT; THENCE SOUTH 35 DEGREES 14 MINUTES 42 SECONDS EAST, A DISTANCE OF 13.69 FEET TO A POINT; THENCE SOUTH 28 DEGREES 38 MINUTES 06 SECONDS EAST, A DISTANCE OF 32.97 FEET TO A POINT; THENCE SOUTH 05 DEGREES 42 MINUTES 59 SECONDS EAST, A DISTANCE OF 13.22 FEET TO A POINT; THENCE SOUTH 12 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 29.54 FEET TO A POINT; THENCE SOUTH 02 DEGREES 08 MINUTES 07 SECONDS WEST, A DISTANCE OF 58.78 FEET TO A POINT; THENCE SOUTH 07 DEGREES 55 MINUTES 32 SECONDS EAST, A DISTANCE OF 67.85 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 38 SECONDS WEST, A DISTANCE OF 26.62 FEET TO A POINT; THENCE SOUTH 05 DEGREES 57 MINUTES 13 SECONDS EAST, A DISTANCE OF 17.00 FEET TO A POINT; THENCE SOUTH 21 DEGREES 12 MINUTES 15 SECONDS WEST, A DISTANCE OF 210.31 FEET TO A POINT; THENCE SOUTH 40 DEGREES 05 MINUTES 57 SECONDS WEST, A DISTANCE OF 30.29 FEET TO A POINT; THENCE SOUTH 25 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 148.06 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 366,002.50 SQUARE FEET OR 8.40 ACRES, MORE OR LESS.

#### LAKE (PARCEL D)

A PORTION OF OUTLOT 'D', WATERFORD ESTATES ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHWEST CORNER OF SAID OUTLOT 'D', SAID CORNER ALSO BEING THE SOUTHEAST RIGHT OF WAY CORNER OF SUNNY SLOPE ROAD, THENCE NORTH ALONG A WEST LINE OF SAID OUTLOT 'D' ON AN ASSUMED BEARING OF NORTH 00 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 504.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 621.82 FEET TO A POINT; THENCE SOUTH 09 DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF 30.10 FEET TO A POINT; THENCE SOUTH 25 DEGREES 39 MINUTES 05 SECONDS EAST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE SOUTH 47 DEGREES 40 MINUTES 33 SECONDS EAST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE SOUTH 69 DEGREES 42 MINUTES 00 SECONDS EAST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 88 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 68.77 FEET TO A POINT; THENCE NORTH 68 DEGREES 43 MINUTES 04 SECONDS EAST, A DISTANCE OF 64.02 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 312.22 FEET TO A POINT; THENCE NORTH 83 DEGREES 57 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.12 FEET TO A POINT; THENCE NORTH 70 DEGREES 15 MINUTES 59 SECONDS EAST, A DISTANCE OF 79.93 FEET TO A POINT; THENCE NORTH 54 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 79.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET; THENCE SOUTH 58 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, A DISTANCE OF 7.01 FEET TO A WESTERLY CORNER OF NORTH 98<sup>TH</sup> STREET; THENCE SOUTH 07 DEGREES 05 MINUTES 18 SECONDS WEST, ALONG A WESTERLY RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, A DISTANCE OF 19.99 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1560.00 FEET, AN ARC LENGTH OF 340.03 FEET, A DELTA ANGLE OF 12 DEGREES 29 MINUTES 20 SECONDS, A CHORD BEARING OF SOUTH 23 DEGREES 14 MINUTES 07 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 339.36 FEET TO A POINT; THENCE NORTH 78 DEGREES 32 MINUTES 03 SECONDS WEST, A DISTANCE OF 178.36 FEET TO A POINT; THENCE NORTH 83 DEGREES 32 MINUTES 03 SECONDS WEST, A DISTANCE OF 164.47 FEET TO A POINT; THENCE NORTH 84 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 11.88 FEET TO A POINT; THENCE SOUTH 85 DEGREES 02 MINUTES 51 SECONDS WEST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE SOUTH 66 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE SOUTH 48 DEGREES 36 MINUTES 25 SECONDS WEST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE SOUTH 30 DEGREES 23 MINUTES 12 SECONDS WEST, A DISTANCE OF 93.42 FEET TO A POINT; THENCE SOUTH 11 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 99.43 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 178,894.05 SQUARE FEET OR 4.11 ACRES, MORE OR LESS.

#### LAKE (PARCEL E)

A PORTION OF OUTLOT 'E', WATERFORD ESTATES ADDITION, LOCATED IN THE NORTHEAST QUARTER, OF SECTION 23, TOWNSHIP 10, 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 OUTLOT 'E', SAID POINT BEING THE NORTHWEST CORNER OF OUTLOT 'A', WATERFORD ESTATES ADDITION, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1440.00 FEET, A DELTA OF 10 DEGREES 07 MINUTES 31 SECONDS, AN ARC LENGTH OF 254.48 FEET, A CHORD BEARING OF NORTH 12 DEGREES 02 MINUTES 10 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'E' SAID LINE BEING THE EAST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 254.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 12 DEGREES 43 MINUTES 03 SECONDS, AN ARC LENGTH OF 71.03 FEET, A CHORD BEARING OF NORTH 23 DEGREES 27 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'E' SAID LINE BEING THE EAST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 70.88 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 08 DEGREES 06 MINUTES 32 SECONDS, AN ARC LENGTH OF 45.01 FEET, A CHORD BEARING OF NORTH 25 DEGREES 45 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'E' SAID LINE BEING THE EAST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 44.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,430.00 FEET, A DELTA ANGLE OF 03 DEGREES 07 MINUTES 21 SECONDS, AN ARC LENGTH OF 77.94 FEET, A CHORD BEARING OF NORTH 23 DEGREES 16 MINUTES 08 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT 'E' SAID LINE BEING THE EAST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 77.93 FEET TO A POINT; THENCE SOUTH 58 DEGREES 23 MINUTES 56 SECONDS EAST, A DISTANCE OF 107.73 FEET TO A POINT; THENCE SOUTH 51 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 73.69 FEET TO A POINT; THENCE SOUTH 51 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 221.04 FEET TO A POINT; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE SOUTH 51 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EXTENDED NORTH 100<sup>TH</sup> STREET; THENCE SOUTH 38 DEGREES 30 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF NORTH 100<sup>TH</sup> STREET, AND ITS EXTENSION A DISTANCE OF 122.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 01 DEGREES 40 MINUTES 08 SECONDS, AN ARC LENGTH OF 13.40 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT 'E', SAID LINE BEING THE WEST RIGHT OF WAY LINE OF NORTH 100<sup>TH</sup> STREET, AND A CHORD LENGTH OF 13.40 FEET TO A POINT; THENCE NORTH 53 DEGREES 09 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.84 FEET TO A POINT; THENCE NORTH 89 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 357.13 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 138,368.00

SQUARE FEET OR 3.18 ACRES, MORE OR LESS.

**LAKE (PARCEL F)**

A PORTION OF OUTLOT 'F', WATERFORD ESTATES ADDITION, LOCATED IN THE NORTHWEST QUARTER, OF SECTION 24, TOWNSHIP 10, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A NORTH CORNER OF OUTLOT 'G', WATERFORD ESTATES ADDITION, THENCE NORTH ALONG A WEST LINE OF SAID OUTLOT 'F', ON AN ASSUMED BEARING OF NORTH 00 DEGREES 22 MINUTES 04 SECONDS EAST, A DISTANCE OF 200.02 FEET TO A POINT; THENCE SOUTH 88 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 81.84 FEET TO A POINT; THENCE SOUTH 01 DEGREES 14 MINUTES 26 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 1,051.55 FEET TO A POINT; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS WEST, A DISTANCE OF 200.41 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT 'F'; THENCE NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE BEING THE NORTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 251.54 FEET TO A POINT; THENCE NORTH 71 DEGREES 30 MINUTES 39 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE BEING THE NORTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 54.14 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F'; THENCE NORTH 41 DEGREES 11 MINUTES 58 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE BEING THE NORTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 146.58 FEET TO A SOUTH CORNER OF SAID OUTLOT 'F'; THENCE NORTH 88 DEGREES 45 MINUTES 34 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'F', SAID LINE BEING THE NORTH LINE OF SAID OUTLOT 'G', A DISTANCE OF 731.12 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 142,248.23 SQUARE FEET OR 3.27 ACRES, MORE OR LESS.

**LAKE (PARCEL G)**

OUTLOT 'F', WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.