



After Recording Return To:  
Seacrest & Kalkowski, PC, LLO  
1111 Lincoln Mall, Suite 350  
Lincoln, NE 68508

**THIRD AMENDMENT AND RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR WATERFORD LAKE**

The undersigned, constituting the "Declarant" under the Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Lake dated January 28, 2008, and filed of record with the Lancaster County Register of Deeds as Instrument No. 2008005164, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Lake dated June 11, 2008, and filed of record with the Lancaster County Register of Deeds as Instrument No. 2008027899, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Lake dated December 1, 2009, and filed of record with the Lancaster County Register of Deeds as Instrument No. 2009067258 (collectively "Declaration"), and the holders of all of the votes entitled to be cast by Members of the Board of Directors of the Association, do hereby amend and restate the Declaration in its entirety as follows:

WHEREAS, Declarant and the NRD have constructed a dam, spillway and lake on the Lake Association Property; and

WHEREAS, the Lake Association Property acts as a detention facility for all of the Real Estate, and

WHEREAS, Declarant desires to provide for the ongoing maintenance, repair and use of the Lake Association Property by the owners of the Real Estate.

NOW, THEREFORE, Declarant does hereby create, establish and adopt this Declaration upon the Real Estate for the purposes of maintaining, repairing and governing the use of the Lake Association Property:

1. 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 Real Estate, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 5.C. below.

**“Assessment Responsibility”** shall mean the percentage of collective liability of each group of Commercial Lots, Residential Lots and the Marina Lot identified in this Declaration for assessments levied by the Board of Directors of the Association for purposes of administering, insuring, maintaining, repairing, replacing, adding, improving and owning the Lake Association Property, which percentage is determined by dividing the total number of weighted acres included within the group of Commercial Lots, Residential Lots or the Marina Lot by the total number of weighted acres collectively included within the Commercial Property, Residential Property and the Marina Lot, as set forth on Exhibit “A”, which is attached hereto and incorporated herein by this reference.

**“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 Declaration.

**“Boat Ramp”** shall collectively mean the entrance drive and boat ramp shown on Exhibit “L” attached hereto and incorporated herein by this reference, located partially upon the Lake Association Property and partially upon the Marina Lot.

**“City”** shall mean the City of Lincoln, Nebraska, a political subdivision.

**“Commercial Lots”** shall mean all Lots now or hereafter located within the Commercial Property.

**“Commercial Property”** shall mean that portion of the Real Estate legally described on Exhibit “B” attached hereto and incorporated herein by this reference, which includes the **“East Commercial Property”** located east of 98<sup>th</sup> Street and the **“West Commercial Property”** located west of 98<sup>th</sup> Street, both shown on Exhibit “H”, which is attached hereto for illustrative purposes.

**“Declarant”** shall mean Waterford Estates, LLC, a Nebraska limited liability company, its successors and assigns.

**“East Commercial Lots”** shall mean all Lots now or hereafter located within the East Commercial Property.

**“Hazardous Materials”** and/or **“Hazardous Substances”** shall include, without limitation, those substances included within the definition of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in CERCLA, RCRA, and the Hazardous Materials Transport Act, 49 U.S.C. Sec. 1801, et. seq., and in the regulations promulgated pursuant to said laws.

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

**“Lake Association Property”** shall mean that portion of the Real Estate legally described on Exhibit “C”, which is attached hereto and incorporated herein by this reference, and

shown on Exhibit “H”, 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, Pumps and Wells, and Pump Station and Force Main, as well as the Boat Ramp located partially thereon and partially upon the Marina Lot.

**“Lake Lots”** shall mean those Lots that have frontage along the Lake, which are legally described on Exhibit “D”, which is attached hereto and incorporated herein by this reference, and shown on Exhibit “H”.

**“Lot”** or **“Lots”** shall mean all lots now or hereafter located on the Residential Property, Commercial Property and Marina Lot, which are shown on any final plat of all or any portion of the Residential Property or Commercial 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.

**“Marina Lot”** shall mean Lot 1, Block 1, Waterford Estates 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska.

**“NRD”** shall mean the Lower Platte South Natural Resources District, or any other federal, state, county or city governmental agency, or any political subdivision of any of the foregoing, if any, which has authority to govern the use, operation and maintenance of the Lake Association Property.

**“NRD Agreements”** shall mean the Mutual Settlement Agreement and Release dated December 14, 2004 and filed with the Lancaster County Register of Deeds as Instrument No. 2005004747, as amended by the First Amendment to the Mutual Settlement Agreement and Release dated July 12, 2006, and the Urban Lake Agreement dated December 14, 2004, entered into by the NRD and Declarant’s predecessors in interest, as well as all easements associated therewith.

**“Pumps and Wells”** shall mean (i) the actual water wells, well casing, well heads, and all other appurtenant parts thereof that have been or will be drilled by Declarant in the locations shown on Exhibit “E”, which is attached hereto and incorporated herein by this reference, (ii) the actual electric pumps that will be installed by Declarant on the wells for purposes of pumping water from the wells, and (iii) all electrical wiring and plumbing equipment appurtenant to the use and operation of the wells and pumps described at (i) and (ii) above, including, but not limited to, the separate electric meter which monitors electricity used to operate said pumps and wells.

**“Pump Station and Force Main”** shall mean the pump station and force main lines that are being operated to pump, on a temporary basis, sanitary waste generated from the Real Estate to the Regent Heights Sewer Line and, if necessary, to the Northeast Treatment Plant.

**“Real Estate”** shall mean the real property legally described on Exhibit “I”, which is attached hereto and incorporated herein by this reference.

**“Residential Lots”** shall mean all the Lots now or hereafter located within the Residential Property.

**“Residential Property”** shall mean that portion of the Real Estate legally described on Exhibit “F”, which is attached hereto and incorporated herein by this reference, and shown on Exhibit “H”, as well as the Lake Lots, defined above.

**“Rules and Regulations”** shall mean the rules and regulations governing the use of the Lake Association Property that are adopted by the Board of Directors of the Association in accordance with Paragraph 5 below.

**“Silt Trap”** or **“Silt Traps”** shall mean all silt traps, sediment control structures or devices and any other erosion control or water detention facilities required to be constructed on any portion of the Real Estate pursuant to any preliminary and/or final plat approved by the City for the portion of the Real Estate on which such Silt Trap is located.

**“Storm Sewer System”** shall mean the storm sewer – water drainage system required to be constructed on any portion of the Real Estate pursuant to any preliminary and/or final plat approved by the City for the portion of the Real Estate on which such Storm Sewer System is located, and shall include the storm sewer outlets identified in the Private Storm Sewer Agreement between Declarant and the City dated October 18, 2007, which was approved by City of Lincoln Executive Order No. 080234.

**“West Commercial Lots”** shall mean all Lots now or hereafter located within the West Commercial Property.

2. DECLARATION. In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the Lake Association Property, Declarant, owner of the Real Estate, 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. 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.

3. DETENTION FACILITY AND GRADING PLANS. The Lake Association Property’s primary function is to operate as a water detention facility for all of the Real Estate in accordance with the grading plans approved by the City and Declarant in connection with the preliminary and/or final platting of all or a portion of the Real Estate. In addition to functioning

as a water detention facility, the Lake located on the Lake Association Property may be utilized for recreational purposes by the Lot Owners of the Residential Lots and the Marina Lot, as more specifically set forth in Paragraph 5 below. The Pumps and Wells shall be utilized solely for providing a source of water for purposes of irrigating portions of the Lake Association Property and maintaining the water level of the Lake. Notwithstanding the foregoing, Declarant makes no representations or warranties regarding (i) the water level of the Lake, (ii) the current or future availability of water in the Pumps and Wells, or (iii) continued access to the Pumps and Wells. Declarant expressly reserves the right to approve any changes in the grade of the Real Estate, and to require the installation of one or more Silt Traps on the portion of the Real Estate whose grade is being changed in order to ensure that the Lake Association Property is maintained as a proper water detention facility for all of the Real Estate.

4. CONSTRUCTION AND TRANSFER. The NRD shall construct the dam and spillway for the Lake, and the Declarant shall construct the Lake and all other improvements located within the Lake Association Property that are required by the NRD Agreements and the preliminary platting of all or a portion of the Real Estate, including, but not limited to, the Pumps and Wells and the Storm Sewer System required to transfer water from the Pumps and Wells to the Lake (collectively "Association Property Improvements"). Upon completion of the Association Property Improvements, Declarant shall transfer the Lake Association Property to the Association at no charge via deed or easement, subject to the NRD Agreements.

5. USE OF LAKE ASSOCIATION PROPERTY.

A. USE. All Lot Owners shall have the right to utilize the Lake Association Property as a water detention facility in accordance with Paragraph 3 above. In addition, the Residential Lot Owners are granted the privilege to use the Lake located on the Lake Association Property for recreational purposes, subject to the terms and conditions of this Declaration and the Rules and Regulations. The Marina Lot is zoned to permit its use for commercial purposes, including a marina. The Marina Lot Owner is also granted the privilege under this Declaration to operate a marina on the Marina Lot and to utilize the Lake in its operation of the marina for the Residential Lot Owners, their family and guests, and the public, subject to the terms and conditions of this Declaration and the Rules and Regulations.

In addition to the rights granted above, the Lot Owners of those Lake Lots identified on Exhibit "J", which is attached hereto and incorporated herein by this reference, shall have the privilege to install a dock ("Dock") in the Lake in front of their respective Lot, provided: (i) the Dock design, material, configuration, size and location shall be subject to written approval from the Association prior to installation; and (b) installation, construction and maintenance of the Dock shall conform with the requirements, conditions and restrictions of the Rules and Regulations. The privilege to install and maintain a Dock may be revoked by the Association, at its discretion, for violations of the Rules and Regulations.

The Association hereby reserves an easement upon the Marina Lot for the construction, maintenance, repair, replacement and improvement of the Boat Ramp as

shown on Exhibit "L" for the benefit of the Residential Lot Owners and Marina Lot Owner. The Residential Lot Owners and Marina Lot Owner shall have the privilege to use the Boat Ramp to access the Lake subject to the terms and conditions of the Rules and Regulations.

B. RULES AND REGULATIONS. The Declarant has established the Waterford Lake Association Property Rules and Regulations to govern the use of the Lake Association Property ("Rules and Regulations"), a copy of which are attached hereto as Exhibit "K" and incorporated herein by this reference. The Board of Directors of the Association shall have the right to amend the Rules and Regulations from time to time in accordance with the terms and provisions of the Association Bylaws and this Declaration.

The Rules and Regulations may include provisions restricting or eliminating the privilege of the Marina Lot Owner or any Residential Lot Owner to use the Lake in the event of a violation of the Rules and Regulations. The Rules and Regulations, as amended from time to time, shall be available to the Marina Lot Owner and all Residential Lot Owners for inspection from the Association. It is the affirmative obligation of the Marina Lot Owner and the Residential Lot Owners to be familiar with and abide by the Rules and Regulations at all times.

C. ASSUMPTION OF RISKS.

i. The Marina Lot Owner, by acceptance of delivery of a deed, assumes all risks associated with using the Lake Association Property, including the Lake, and agrees and covenants on its own behalf and on behalf of its officers, directors, employees, agents, customers and invitees, not to make any claim or institute any action whatsoever against Declarant, the NRD or the Association, or their respective officers, directors, employees, owners or agents arising or resulting from use of the Lake or other Lake Association Property, any damages that may be caused thereby, or for negligent design of the Lake. The Marina Lot Owner acknowledges that the water level of the Lake may fluctuate, and that the Lake may be drained for maintenance purposes. The Marina Lot Owner also acknowledges that Declarant has made no representations regarding (i) the water level of the Lake, (ii) the current or future availability of water in the Pumps and Wells, or (iii) the Association's continued access to the Pumps and Wells. Any damage caused to improvements installed on the Marina Lot as a result of fluctuating water level in the Lake shall be the sole responsibility of the Marina Lot Owner, and the Declarant, NRD and Association shall have no responsibility or liability therefore.

ii. All Residential Lot Owners, by acceptance of delivery of a deed, assume all risks associated with using the Lake Association Property, including the Lake, and agree and covenant on their own behalf and on behalf of their family members, guests and invitees, not to make any claim or institute any action whatsoever against Declarant, the NRD or the Association, or their respective

officers, directors, employees, owners or agents arising or resulting from use of the Lake or other Lake Association Property, any damages that may be caused thereby, or for negligent design of the Lake. The Residential Lot Owners acknowledge that the water level of the Lake may fluctuate, and that the Lake may be drained for maintenance purposes. The Residential Lot Owners also acknowledge that Declarant has made no representations regarding (i) the water level of the Lake, (ii) the current or future availability of water in the Pumps and Wells, or (iii) the Association's continued access to the Pumps and Wells. Any damage caused to Docks installed by Residential Lot Owners as a result of fluctuating water level in the Lake shall be the sole responsibility of the Residential Lot Owner, and the Declarant, NRD and Association shall have no responsibility or liability therefore.

D. INDEMNIFICATION.

i. The Marina Lot Owner agrees to indemnify and hold harmless the Declarant, NRD and Association, and their respective officers, directors, employees, and agents from and against any and all liability, loss, or damage suffered or incurred by the Declarant, NRD, Association, or their officers, directors, employees or agents arising or resulting from the negligent or wrongful acts or omissions to act of the Marina Lot Owner, its officers, directors, employees, agents, customers or invitees pertaining to the Lake.

ii. Each Residential Lot Owner agrees to indemnify and hold harmless the Declarant, NRD, Association, and their respective officers, directors, employees, and agents from and against any and all liability, loss, or damage suffered or incurred by the Declarant, NRD, Association, or their officers, directors, employees or agents arising or resulting from the negligent or wrongful acts or omissions to act of the Residential Lot Owner, the Residential Lot Owner's family members, guests or invitees pertaining to the Lake.

6. ASSESSMENTS ON LOTS.

A. COMMERCIAL LOTS. The Lot Owners of all of the East Commercial Lots shall be, and remain liable, on a collective basis, for their Assessment Responsibility, and the Lot Owners of the West Commercial Lots shall be, and remain liable, on a collective basis, for their Assessment Responsibility, for any assessments now or hereafter levied by the Association for purposes of administering, insuring, maintaining, repairing, replacing, adding, improving and owning the Lake Association Property, all as set forth in Paragraph 7 below.

B. MARINA LOT. The Marina Lot Owner shall be, and remain liable, for its Assessment Responsibility, for any assessments now or hereafter levied by the Association for purposes of administering, insuring, maintaining, repairing, replacing, adding, improving and owning the Lake Association Property, all as set forth in Paragraph 7 below.

C. RESIDENTIAL LOTS. The Residential Lots shall be and remain liable on a collective basis for their Assessment Responsibility for the assessments levied by the Association for purposes of administering, insuring, maintaining, repairing, replacing, adding, improving and owning the Lake Association Property, all as set forth in Paragraph 7 below, except to the extent said collective liability is prorated by the Declarant among groups of Residential Lots as set forth in this Paragraph.

Declarant shall have the power and authority to prorate the collective liability of the Residential Lots for their Assessment Responsibility for assessments levied by the Association between various groups of Residential Lots in the future as the use of the Residential Lots is further defined (e.g. single family use, townhome use and apartment use). The collective liability of the Residential Lots shall be prorated among the separate groups of Residential Lots in the future based upon the number of weighted acres included within the group of Residential Lots in comparison to the total number of weighted acres included within the Residential Lots, as illustrated on Exhibit "A".

The Declarant shall evidence the proration of the collective liability of the Residential Lots 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 Board of Directors of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) legally describe and define the group of Residential Lots, (iii) revise Exhibit "A" to reflect the new Assessment Responsibility that is the collective liability of said group of Residential Lots for assessments levied by the Association; and (iv) identify a Designated Property Manager for said group of Residential Lots as provided in Paragraph 11 below.

D. 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 Board of Directors 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 Board of Directors 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, (iv) revise Exhibit "A" to reallocate the Assessment Responsibility among the Residential Property, Commercial Property and Marina Lot, including the Additional Property, and (v) 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.

7. COVENANT TO MAINTAIN THE LAKE ASSOCIATION PROPERTY. The NRD shall be responsible for maintaining the dam, emergency spillway and related flood control



facilities for the Lake. The Association, each Lot Owner of a Commercial Lot, the Marina Lot and a Residential Lot, by the acceptance of a deed to a Commercial Lot, the Marina Lot or a Residential Lot, hereby covenants and agrees to administer, insure, maintain, repair, replace, add, improve and to own the Lake Association Property. The Lot Owners of the Commercial Lots, the Marina Lot and the Residential Lots shall be responsible for all costs associated with the administration, insurance, maintenance, repair, replacement, addition, or improvement of the Lake Association Property for all uses permitted hereunder. The Association covenants and each Lot Owner of a Commercial Lot, the Marina Lot and a Residential Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of any final plat of the Real Estate and the NRD Agreements regarding continuous and permanent maintenance of the Lake Association Property. In the event the Association dissolves, the Lot Owners of the Residential Lots, Marina Lot and Commercial Lots shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing, replacing, adding, improving, and owning the Lake Association Property. This covenant shall be satisfied by the payment of a general annual assessment and/or special assessment to the Association which shall be levied by the Board of Directors of the Association against the Commercial Lots, Marina Lot and Residential Lots for purposes of administering, insuring, maintaining, repairing, replacing, adding, improving, and owning the Lake Association Property, which shall include, but is not limited to:

(a) Maintaining, repairing, replacing and/or preserving the structural integrity of the components of the Lake, excluding the components which are the NRD's responsibility, as well as any improvements now or hereafter located on the Lake Association Property; and constructing new or additional structural components of the Lake, or improvements to the Lake Association Property, if deemed necessary by the Board of Directors and the NRD in order to preserve the use of the Lake Association Property as a water detention facility for the Real Estate in accordance with this Declaration.

(b) Maintaining, repairing, replacing and/or preserving any culvert, private storm sewer outlet, Silt Traps or Storm Sewer System now or hereafter located on the Lake Association Property; and installing any new Silt Traps or Storm Sewer Systems on the Lake Association Property that is deemed necessary by the Board of Directors of the Association to preserve the quality and integrity of the Lake in accordance with this Declaration.

(c) Dredging the Lake if necessary.

(d) Maintaining public liability and property damage insurance covering the Lake Association Property, in the respective amounts of \$1,000,000 per person and \$5,000,000 per occurrence, or as required by statute (or in such other amounts that a prudent property owner would maintain for such insurance), in accordance with the NRD Agreements; and paying any and all real estate taxes and/or special assessments which may be levied and/or assessed against the Lake Association Property after the date on

which the use of the Lake Association Property is transferred to the Association pursuant to Paragraph 4 above.

(e) Cleaning and removing debris from the Lake and Lake Association Property.

(f) Operating, maintaining, repairing and/or replacing the Pumps and Wells and paying all electrical and other utility charges incurred with the use and operation of the Pumps and Wells for purposes of irrigating portions of the Lake Association Property and maintaining the water level of the Lake.

(g) Policing and/or providing security controls for the Lake Association Property regarding the use of the Lake Association Property.

(h) Planting grass, trees, bushes, shrubs and other landscape material on the Lake Association Property, if deemed appropriate by the Board of Directors of the Association.

(i) Paying for any additional expenses reasonably incurred by the Association in connection with the performance by the Association of any of the duties set forth in this Paragraph 7, including, but not limited to, management services and book keeping services.

(j) Reimbursing the City for the operation and maintenance costs for the Pump Station and Force Main that provide sanitary sewer service to the Real Estate.

(k) Operating, maintaining, repairing and replacing the Boat Ramp and any other improvements to the Lake Association Property related to the recreational use of the Lake permitted hereunder.

8. LAKE LOT OWNER MAINTENANCE OF FLOOD STORAGE AREA AROUND THE LAKE. Notwithstanding the obligation of the Association to maintain the Lake Association Property, the Lot Owner of each Lake Lot, by the acceptance of a deed to a Lake Lot, hereby covenants and agrees to maintain that portion of the Lake Association Property that is located between the hard edging of the shoreline of the Lake and the rear lot line of said Lot Owner's Lake Lot, which contains flood storage area for the 100 year and 500 year storm events ("Flood Storage Area"). Declarant shall be responsible for initially seeding the Flood Storage Area with a native grass mixture. The Lake Lot Owner's maintenance of the Flood Storage Area shall include the installation of underground sprinklers within the Area, as well as mowing of said Area. Except as otherwise provided in Paragraph 5.A., the Lot Owners of the Lake Lots shall not be permitted to: (i) construct any improvements, including, but not limited to, docks, fences, or playground equipment; (ii) install any landscaping; (iii) fill or excavate, or in any manner change the grade; or (iv) store any items, within the Flood Storage Area. The Flood Storage Area must be maintained as an open green space with absolutely no improvements, other than Docks permitted in Paragraph 5.A. above, or landscaping other than native grass.

9. LEVY AND PAYMENT OF ASSESSMENTS. Prior to levying any assessments on the Lots pursuant to the provisions of Paragraphs 6 and 7 above, the Association shall forward a billing to the designated property manager, as described below (“Designated Property Manager”) of each group of Commercial Lots, Residential Lots and the Marina Lot, setting forth the total amount of the assessments that the Association proposes to levy against each group of Lots on a collective basis (the “Proposed Assessment”, and the “Notice of Proposed Assessment”, respectively). In the event that any group of Commercial Lots, Residential Lots, or the Marina Lot does not pay, in full, their Proposed Assessment, as set forth in the Notice of Proposed Assessment through their Designated Property Manager, within sixty (60) days following the delivery of the Notice of Proposed Assessment to the Designated Property Manager for the applicable group of Commercial Lots, Residential Lots or the Marina Lot, as the case may be, then the Association may, in its sole discretion, file a Notice of Lien Liability with the Register of Deeds of Lancaster County, Nebraska against the applicable group of Commercial Lots, Residential Lots, and/or Marina Lot as the case may be, for the total amount of the Proposed Assessment set forth in the Notice of Proposed Assessment forwarded by the Association to the Designated Property Manager of the applicable group of Commercial Lots, Residential Lots, and/or the Marina Lot.

The Designated Property Managers for the groups of Commercial Lots, Residential Lots and the Marina Lot are listed on Exhibit “G”, which is attached hereto and incorporated herein by this reference.

The Lot Owners of each group of Commercial Lots, Residential Lots and the Marina Lot may change the name and address of their Designated Property Manager by written notice to the Association. Copies of any such written notices to the Association shall be forwarded to all other Designated Property Managers at the same time. The Association shall maintain a complete and accurate list of the names and addresses of the Designated Property Managers for the Commercial Lots, Residential Lots and the Marina Lot at all times, and shall make said list available during reasonable business hours to any Lot Owner of a Commercial Lot, Residential Lot or the Marina Lot. In the event the Residential Lots are separated into one or more groups of Lots by the Declarant as set forth in Paragraph 6 above, the Declarant may designate an additional Designated Property Manager for said group of Residential Lots.

Any Notice of Lien Liability for any assessment levied by the Association pursuant to this Declaration against any Commercial Lot, Residential Lot or the Marina Lot shall be subordinate, junior and inferior to the first mortgage or deed of trust lien of record against said Commercial Lot, Residential Lot or the Marina Lot, as the case may be. Any assessment that the Association proposes to levy, or does levy, against a group of Commercial Lots, Residential Lots or the Marina Lot shall bear interest at the rate of sixteen percent (16%) or the maximum rate allowed by law, whichever is less, per annum beginning on the 61<sup>st</sup> day following the date that the Notice of Proposed Assessment is forwarded to the Designated Property Managers until paid in full.

10. MAINTENANCE AND REPAIR OF NON-ASSOCIATION LAKE PROPERTY SILT TRAPS, STORM SEWER SYSTEMS AND HAZARDOUS MATERIALS. The East Commercial Lot Owners, on a collective basis, by acceptance of a deed to an East Commercial Lot hereby covenant and agree to: (i) maintain, clean, repair, replace and preserve all Silt Traps

and Storm Sewer Systems now or hereafter located on the East Commercial Lots; (ii) install any new Silt Traps or Storm Sewer Systems on the East Commercial Lots if deemed necessary by the Board of Directors of the Association to preserve the quality and integrity of the Lake; and (iii) take appropriate action and implement appropriate procedures in order to prohibit the discharge of any Hazardous Materials and/or Hazardous Substances onto the Lake Association Property from the East Commercial Lots.

The West Commercial Lot Owners, on a collective basis, by acceptance of a deed to an West Commercial Lot hereby covenant and agree to: (i) maintain, clean, repair, replace and preserve all Silt Traps and Storm Sewer Systems now or hereafter located on the West Commercial Lots; (ii) install any new Silt Traps or Storm Sewer Systems on the West Commercial Lots if deemed necessary by the Board of Directors of the Association to preserve the quality and integrity of the Lake; and (iii) take appropriate action and implement appropriate procedures in order to prohibit the discharge of any Hazardous Materials and/or Hazardous Substances onto the Lake Association Property from the West Commercial Lots.

The Residential Lot Owners, on a collective basis, by acceptance of a deed to a Residential Lot hereby covenant and agree to: (i) maintain, clean, repair, replace and preserve all Silt Traps and Storm Sewer Systems now or hereafter located on the Residential Lots; (ii) install any new Silt Traps or Storm Sewer Systems on the Residential Lots if deemed necessary by the Board of Directors of the Association to preserve the quality and integrity of the Lake; and (iii) take appropriate action and implement appropriate procedures in order to prohibit the discharge of any Hazardous Materials and/or Hazardous Substances onto the Lake Association Property from the Residential Lots.

The Marina Lot Owner, by acceptance of a deed to the Marina Lot, hereby covenants and agrees to: (i) maintain, clean, repair, replace and preserve all Silt Traps and Storm Sewer Systems now or hereafter located on the Marina Lot; (ii) install any new Silt Traps or Storm Sewer Systems on the Marina Lot if deemed necessary by the Board of Directors of the Association to preserve the quality and integrity of the Lake; and (iii) take appropriate action and implement appropriate procedures in order to prohibit the discharge of any Hazardous Materials and/or Hazardous Substances onto the Lake Association Property from the Marina Lot.

In the event the Association becomes aware that any of the Silt Traps or Storm Sewer Systems which are not located on the Lake Association Property, are not being properly maintained, cleaned, repaired or replaced, and that such failure is having a materially adverse impact on the continued operation of the Lake for the purposes set forth in this Declaration ("Failed Silt Trap"), then the Association shall forward to the Designated Property Manager of the Real Estate on which said Failed Silt Trap is located notice of the Failed Silt Trap ("Notice of Failed Silt Trap"). The Designated Property Manager of the Real Estate on which said Failed Silt Trap is located shall have sixty (60) days to repair, replace and/or properly clean the Failed Silt Trap, or if said Failed Silt Trap cannot be reasonably repaired, replaced and/or properly cleaned within said sixty (60) day period, then the Designated Property Manager for the Real Estate on which said Failed Silt Trap is located shall commence operations to repair, replace and/or clean the Failed Silt Trap within said sixty (60) day period, and shall complete the

repairing, replacement and/or cleaning of said Failed Silt Trap to the satisfaction of the Association as soon as practical.

In the event that a Failed Silt Trap, which is not located on the Lake Association Property, is not repaired, replaced and/or properly cleaned by the Designated Property Manager for the Real Estate on which said Failed Silt Trap is located pursuant to the foregoing provisions, then the Association may, in its sole discretion, enter upon the Real Estate on which said Failed Silt Trap is located, and repair, replace and/or clean the Failed Silt Trap. Any amounts reasonably expended by the Association pursuant to this provision for purposes of maintaining, repairing, replacing and/or cleaning any Failed Silt Trap that is not located on Lake Association Property shall: (i) be assessed solely against the entire portion of the Real Estate on which said failed Silt Trap is located (e.g. all of the East Commercial Lots, all of the West Commercial Lots, all of the individual group of Residential Lots, or the Marina Lot) as an additional special assessment (the "Additional Special Assessment"); (ii) bear interest at the rate of sixteen percent (16%) or the maximum rate allowed by law, whichever is less, per annum from the date that such expense is legitimately incurred and actually paid by the Association, until the Association has been repaid such expense together with accrued interest thereon; and (iii) constitute a lien on the entire portion of the Real Estate (e.g. all of the East Commercial Lots, all of the West Commercial Lots, all of the individual group of Residential Lots, or the Marina Lot) on which said Failed Silt Trap is located until such Additional Special Assessment, together with accrued interest thereon has been repaid in full.

If any Hazardous Materials and/or Hazardous Substances are discharged on the Lake Association Property from any group of Commercial Lots, Residential Lots or the Marina Lot at levels which require reporting or remediation or that violate any governmental or NRD regulation, then: (i) the Association's Designated Property Manager, as identified in Paragraph 11 below, may immediately take all necessary action and implement all reasonable plans in order to stop the continued discharge of any such Hazardous Materials and/or Hazardous Substances onto the Lake Association Property; and (ii) the group of Commercial Lots, Residential Lots and/or the Marina Lot, as the case may be, shall be solely and separately liable and responsible for remediating and/or cleaning up all such Hazardous Materials and/or Hazardous Substances that have been discharged onto the Lake Association Property from the group of Commercial Lots, Residential Lots or the Marina Lot, as the case may be, and for the fair and reasonable expenses incurred by the Association pursuant to (i). Provided, however, in the event that any Hazardous Materials and/or any Hazardous Substances not requiring reporting and/or remediation and which are not in violation of any governmental or NRD regulation are discharged onto the Lake Association Property from any group of Commercial Lots, Residential Lots or the Marina Lot, then prior to taking any action pursuant to (i) above, the Association's Designated Property Manager shall, except in the case of an emergency, first give the Designated Property Manager of the Real Estate from which such discharge originated two (2) days advance written notice of such discharge onto the Lake Association Property and require such Designated Property Manager to immediately take all steps to immediately stop such discharge on the Lake Association Property; and in the event the Designated Property Manager of the Real Estate from which such discharge originated fails to stop such discharge on to the Lake Association Property within such two (2) day period, the Association's Designated Property Manager may then immediately take all such action under (i) above regardless of whether or not the Hazardous

Materials and/or Hazardous Substances discharged onto the Lake Association Property are at levels which require reporting and/or remediation or are in violation of any governmental or NRD regulation. In the event that the group of Commercial Lots, Residential Lots or the Marina Lot fail to implement appropriate procedures for purposes of remediating and/or cleaning up any Hazardous Materials and/or Hazardous Substances discharged onto the Lake Association Property from the group of Commercial Lots, Residential Lots or the Marina Lot, as the case may be, within sixty (60) days after receipt of a written notice from the Association to begin such remediation and/or clean up process, the Association may, in its sole discretion, take all necessary action and steps to remediate and/or clean up all such Hazardous Materials and/or Hazardous Substances that have been discharged onto the Lake Association property including, but not limited to, the taking of all appropriate steps in order to prohibit any further discharge of any Hazardous Materials and/or Hazardous Substances onto the Lake Association Property from the group of Commercial Lots, Residential Lots or the Marina Lot, as the case may be. Any expenses incurred by the Association pursuant to (i) above or in order to remediate and/or clean up any such Hazardous Materials and/or Hazardous Substances pursuant to the foregoing provisions, shall constitute an Additional Special Assessment against and a lien on the portion of the Real Estate from which such Hazardous Materials and/or Hazardous Substances were discharged onto the Lake Association Property, (e.g. all of the East Commercial Lots, all of the West Commercial Lots, all of the individual group of Residential Lots, or the Marina Lot), the same as if the Association has incurred such expense in order to repair, replace and/or properly clean a Failed Silt Trap.

11. GOVERNANCE OF ASSOCIATION. The Association shall be governed by its Board of Directors in accordance with the terms and provisions of this Declaration, and the Articles and Bylaws of the Association, as the same may hereafter be amended.

The East Commercial Lots shall elect one (1) director to serve on the Association's Board of Directors, and such Board Member shall be entitled to vote all of the votes allocated to the East Commercial Lots as shown on Exhibit "A".

The West Commercial Lots shall elect one (1) director to serve on the Association's Directors, and such Board Member shall be entitled to vote all of the votes allocated to the West Commercial Lots as shown on Exhibit "A".

The Residential Lots shall initially elect one (1) director to serve on the Association's Board of Directors, and such Board Member shall be entitled to vote all of the votes allocated to the Residential Lots as shown on Exhibit "A". However, in the event that Declarant divides the Residential Lots into additional individual groups pursuant to the provisions of Paragraph 5 above, then the number of Directors that may be elected to the Association's Board of Directors by the Residential Lots may be increased to a maximum of five (5) Directors, and said individual groups of Residential Lots shall elect one (1) Director to represent said Lots on the Association's Board of Directors, and such Board Member shall be entitled to vote all of the votes allocated to the individual group of Residential Lots the Board Member is representing as shown on Exhibit "A".

The Marina Lot shall elect one (1) director to serve on the Association's Directors, and such Board Member shall be entitled to vote all of the votes allocated to the Marina Lot as shown on Exhibit "A".

Except as specifically noted below, the Association shall be governed by a majority of the total votes, with each Board Member being entitled to cast the number of votes set forth above.

The initial property manager for the Lake Association Property (the "Designated Property Manager") shall be the Declarant, Waterford Estates, LLC. The Declarant shall serve as the Designated Property Manager until it resigns or its successor is duly elected and qualified by a vote of the Association's Board of Directors holding at least seventy-five percent (75%) of the total votes allocated to the individual Members of the Board of Directors pursuant to the provisions of this Paragraph 11. Any Designated Property Manager that succeeds Declarant shall serve as the Designated Property Manager until it resigns or a successor is duly elected and qualified by a vote of the Association's Board of Directors holding a majority of the total votes allocated to the individual Members of the Board of Directors pursuant to the provisions of this Paragraph 11. Any fees charged to the Association by the Association's Designated Property Manager for providing services to the Association shall be divided between the groups of Commercial Lots, Residential Lots and the Marina Lot in accordance with the terms and provisions of Paragraphs 6 and 7 above.

Except as noted below, the Association's Designated Property Manager shall have full power and authority to: (i) operate, maintain, repair and replace the Pumps and Wells in order to make sure the Pumps and Wells provide an adequate source of water for the purposes set forth in Paragraph 3 above; (ii) enforce the covenants set forth in Paragraphs 6 through 10, above; (iii) enforce the Rules and Regulations; (iv) establish budgets for the maintenance and repair of the Lake Association Property in accordance with the above and foregoing provisions; (v) establish proposed assessments and forward Notices of Proposed Assessments to the Designated Property Managers of the groups of Commercial Lots, Residential Lots and the Marina Lot in accordance with the terms and provisions of Paragraphs 9 and 10 above; and (vi) to file a Notice of Lien Liability with the Register of Deeds of Lancaster County, Nebraska for any assessments levied by the Association pursuant to this Declaration against the group of Commercial Lots, Residential Lots, and/or the Marina Lot that have failed to pay such Assessment. Provided, however, that all annual budgets prepared by the Association's Designated Property Manager for purposes of determining the annual assessments shall first be approved in writing by Members of the Association's Board of Directors holding a majority of the total votes allocated to the individual Members of the Board of Directors pursuant to the provisions of this Paragraph 11. Provided, further, that any item constituting a capital improvement (as defined below) to the Lake Association Property, as described in the annual budget prepared by the Association's Designated Property Manager for purposes of determining the annual assessments, shall first be approved in writing by the Members of the Association's Board of Directors holding two-thirds (2/3) of the total votes allocated to the individual Members of the Association's Board of Directors pursuant to the provisions of this Paragraph 11.

As used herein the term "Capital Improvement" shall be deemed to mean the construction on the Lake Association Property of a capital asset, or the purchase by the Association of a

capital asset, which costs more than \$10,000. The term "Capital Asset" used herein shall be deemed to mean an asset owned by the Association which would be depreciated in accordance with generally accepted accounting principles, over a period of five or more years, and which costs in excess of \$10,000.

12. DURATION AND AMENDMENTS. This Declaration shall be binding upon, and shall be deemed to run with the Real Estate for a period of thirty (30) years; and shall be deemed to automatically be renewed for successive periods of thirty (30) years, unless the Association's Board of Directors files a written Notice with the Register of Deeds of Lancaster County, Nebraska terminating this Declaration at the end of any such thirty (30) year period. Provided, however, that this Declaration may only be terminated by a three-fourths (3/4) vote of all votes entitled to be cast by the Members of the Association's Board of Directors pursuant to the provisions of Paragraph 11 above.

This Declaration may be amended by a three-fourths (3/4) vote of the total votes entitled to be cast by the Members of the Board of Directors of the Association pursuant to the terms and provisions of Paragraph 11 above; provided, however, that no such vote shall alter the allocation of the assessments that may be made against the Commercial Lots, the Residential Lots or the Marina Lot, as set forth above, unless all votes entitled to be cast by the Members of the Association's Board of Directors, as set forth in Paragraph 11 above, vote in favor of such change.

13. ENFORCEMENT OF DECLARATION. Except for the authority and powers specifically granted to the Declarant, the Declarant, NRD, Association 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 of such violation. In addition, the City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Lake Association Property. Failure by the Declarant, Association, City or 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.

14. 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 Lake Association Property, 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.

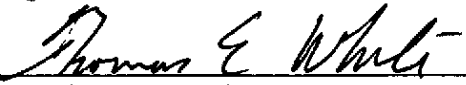
15. NRD APPROVAL. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association maintenance of the Lake Association Property, enforcement of this Declaration by the NRD and NRD approval of amendments to this Declaration must be approved by the NRD in writing and recorded with the Register of Deeds before it shall be effective. In addition, the NRD Agreements shall not be altered or amended without the express written approval of the NRD.



24<sup>th</sup> IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this day of July, 2012.

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

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

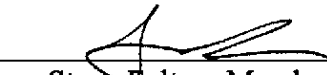
By:   
Thomas E. White  
President of Development

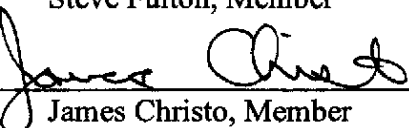
By:   
John C. Brager  
President of Construction

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

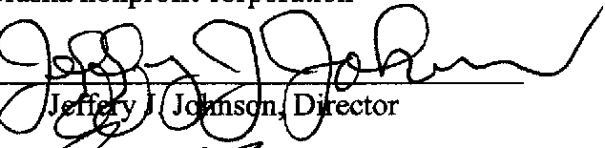
By:   
Thomas G. Schleich, President


**SOUTH SHORE BUILDERS, LLC**, a  
Nebraska limited liability company

By:   
Steve Fulton, Member

By:   
James Christo, Member

**WATERFORD LAKE ASSOCIATION**, a  
Nebraska nonprofit corporation

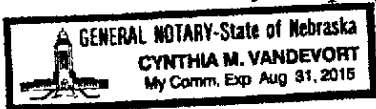
By:   
Jeffery J. Johnson, Director

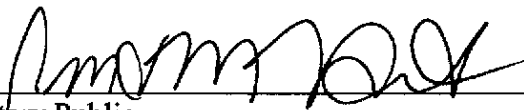
By:   
John C. Brager, Director



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

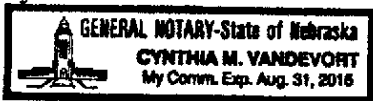
The foregoing was acknowledged before me this 10<sup>th</sup> day of July, 2012, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

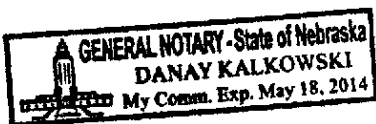
The foregoing was acknowledged before me this 20<sup>th</sup> day of July, 2012, by Thomas G. Schleich, President of Southview, Inc., a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

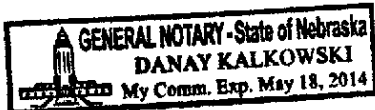
The foregoing was acknowledged before me this 24 day of July, 2012, by Steve Fulton, Member of **South Shore Builders, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.




  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

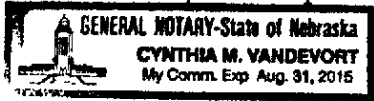
The foregoing was acknowledged before me this 24 day of July, 2012, by James Christo, Member of **South Shore Builders, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 11<sup>th</sup> day of July, 2012, by Jeffery J. Johnson, Director of **Waterford Lake Association**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



*[Handwritten Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 16<sup>th</sup> day of July, 2012, by John C. Brager, Director of **Waterford Lake Association**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



*[Handwritten Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 20<sup>th</sup> day of July, 2012, by Richard Meginnis, Director of **Waterford Lake Association**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



*[Handwritten Signature]*  
Notary Public

**Exhibit "A"**

**ASSESSMENT RESPONSIBILITY  
AND  
NUMBER OF VOTES**

<b>Description of Lots</b>	<b>Acres</b>	<b>Factor</b>	<b>Weighted Acres</b>	<b>Assessment Percent</b>	<b>Number of Votes</b>
All East Commercial Lots	35	1.0	35	5.4%	54
All West Commercial Lots	69.8	1.0	69.8	10.9%	109
Marina Lot	1.4	6.05	8.5	1.3	13
All Residential Lake Lots	52.9	6.05	320.0	50.0%	500
All Residential Non Lake Lots, except East Townhome Residential Lots	196.4	1	196.4	30.7%	307
East Townhome Residential Lots	10.8	1	10.8	1.7%	17
<b>TOTAL</b>	<b>366.3</b>		<b>640.5</b>	<b>100%</b>	<b>1000</b>

## EXHIBIT "B"

### COMMERCIAL PROPERTY LEGAL DESCRIPTION

#### EAST COMMERCIAL PROPERTY:

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

#### WEST COMMERCIAL PROPERTY:

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT 'B', WATERFORD ESTATES 3<sup>RD</sup> 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.

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'B', SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY LINE OF NORTH 98<sup>TH</sup> STREET, THENCE WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 24 MINUTES 34 SECONDS WEST, A DISTANCE OF 552.77 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE SOUTH 00 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 4 81 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE NORTH 83 DEGREES 32 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 134 39 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE SOUTH 85 DEGREES 06 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 251 15 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE SOUTH 89 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 300 08 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE NORTH 89 DEGREES 24 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 145.00 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE SOUTH 00 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 17 86 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY; THENCE NORTH 89 DEGREES 24 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF EAST 'O' STREET, A DISTANCE OF 71 64 FEET TO A SOUTH CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A NORTH CORNER OF EAST 'O' STREET RIGHT OF WAY, THENCE NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 398 88 FEET TO A WEST CORNER OF SAID OUTLOT 'B', THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 69 91 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 640 44 FEET, A DELTA ANGLE OF 41 DEGREES 08 MINUTES 48 SECONDS, AN ARC LENGTH OF 459 92 FEET, A CHORD BEARING OF NORTH 47 DEGREES 38 MINUTES 05 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', AND A CHORD LENGTH OF 450.11 FEET TO A WEST CORNER OF SAID OUTLOT 'B'; THENCE NORTH 30 DEGREES 01 MINUTES 45 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 71 22 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.77 FEET, A DELTA ANGLE OF 34 DEGREES 09 MINUTES 30 SECONDS, AN ARC LENGTH OF 286.62 FEET, A CHORD BEARING OF NORTH 70 DEGREES 52 MINUTES 37 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', AND A CHORD LENGTH OF 282 40 FEET TO A WEST CORNER OF SAID OUTLOT 'B', THENCE NORTH 87 DEGREES 57 MINUTES 23 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 262.74 FEET TO A WEST CORNER OF SAID OUTLOT 'B', THENCE NORTH 43 DEGREES 29 MINUTES 54 SECONDS WEST, A DISTANCE OF 79 00 FEET TO A WEST CORNER OF SAID OUTLOT 'B'; THENCE NORTH 62 DEGREES 31 MINUTES 43 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 61 30 FEET TO A WEST CORNER OF SAID OUTLOT 'B', THENCE NORTH 19 DEGREES 43 MINUTES 36 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 39 99 FEET TO A WEST CORNER OF SAID OUTLOT 'B', THENCE NORTH 89 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 44 33 FEET TO A WEST CORNER OF SAID OUTLOT 'B'; THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'B', A DISTANCE OF 992 31 FEET TO A POINT, THENCE SOUTH 89 DEGREES 24 MINUTES 38 SECONDS EAST, A DISTANCE OF 729.79 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 53 SECONDS WEST, A DISTANCE OF 90 96 FEET TO A POINT, THENCE SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 547.18 FEET TO A POINT; THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST, A DISTANCE OF 350 28 FEET TO A POINT, THENCE SOUTH 89 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 264 49 FEET TO A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET, THENCE SOUTH 27 DEGREES 38 MINUTES 04 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 17.90 FEET TO AN EAST CORNER OF SAID

OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET, THENCE SOUTH 10 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 44.87 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,560.00 FEET, A DELTA ANGLE OF 23 DEGREES 33 MINUTES 06 SECONDS, AN ARC LENGTH OF 641.24 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 636.74 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 08 DEGREES 16 MINUTES 09 SECONDS, AN ARC LENGTH OF 46.18 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 21 MINUTES 40 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 46.14 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 12 DEGREES 28 MINUTES 19 SECONDS, AN ARC LENGTH OF 69.22 FEET, A CHORD BEARING OF SOUTH 26 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 69.09 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,570.00 FEET, A DELTA ANGLE OF 03 DEGREES 46 MINUTES 57 SECONDS, AN ARC LENGTH OF 103.64 FEET, A CHORD BEARING OF SOUTH 34 DEGREES 35 MINUTES 24 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 103.63 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET; THENCE SOUTH 36 DEGREES 28 MINUTES 52 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 150.72 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET, THENCE SOUTH 11 DEGREES 16 MINUTES 18 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 15.00 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET; THENCE SOUTH 61 DEGREES 35 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 42.31 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 451.00 FEET, A DELTA ANGLE OF 01 DEGREES 01 MINUTES 52 SECONDS, AN ARC LENGTH OF 8.12 FEET, A CHORD BEARING OF SOUTH 73 DEGREES 10 MINUTES 37 SECONDS WEST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 8.12 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET; THENCE SOUTH 18 DEGREES 18 MINUTES 27 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 98.00 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 549.00 FEET, A DELTA ANGLE OF 08 DEGREES 21 MINUTES 54 SECONDS, AN ARC LENGTH OF 80.15 FEET, A CHORD BEARING OF NORTH 69 DEGREES 30 MINUTES 36 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 80.08 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET; THENCE SOUTH 65 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 27.37 FEET TO AN EAST CORNER OF SAID OUTLOT 'B', SAID CORNER ALSO BEING A WEST RIGHT OF WAY CORNER OF N. 98<sup>TH</sup> STREET; THENCE SOUTH 38 DEGREES 34 MINUTES 11 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, A DISTANCE OF 41.11 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,434.00 FEET, A DELTA ANGLE OF 11 DEGREES 33 MINUTES 31 SECONDS, AN ARC LENGTH OF 289.29 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 05 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 288.80 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 327.00 FEET, A DELTA ANGLE OF 16 DEGREES 04 MINUTES 15 SECONDS, AN ARC LENGTH OF 91.72 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 16 MINUTES 35 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 91.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 10 DEGREES 10 MINUTES 03 SECONDS, AN ARC LENGTH OF 56.43 FEET, A CHORD BEARING OF SOUTH 08 DEGREES 19 MINUTES 29 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 56.36 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,418.00 FEET, A DELTA ANGLE OF 12 DEGREES 21 MINUTES 56 SECONDS, AN ARC LENGTH OF 306.03 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 13 MINUTES 32 SECONDS EAST, ALONG AN EAST LINE OF SAID OUTLOT 'B', SAID LINE ALSO BEING A WEST RIGHT OF WAY LINE OF N. 98<sup>TH</sup> STREET, AND A CHORD LENGTH OF 305.44 FEET TO THE POINT OF BEGINNING, **EXCEPT:** A PORTION OF OUTLOT 'B', WATERFORD ESTATES 3<sup>RD</sup> ADDITION, THAT IS DESCRIBED AS "LAKE (PARCEL C)" ON EXHIBIT "C" BELOW.

**EXHIBIT "C"**

**LAKE ASSOCIATION PROPERTY  
LEGAL DESCRIPTION**

**LAKE (PARCEL A)**

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

**LAKE (PARCEL B)**

A PORTION 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, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 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 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 LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT 'B', WATERFORD ESTATES 3<sup>RD</sup> 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 LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "B", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MOONLIGHT DRIVE, AND ON THE WEST RIGHT-OF-WAY LINE OF NORTH 98<sup>TH</sup> STREET RIGHT-OF-WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY ALONG A EAST LINE OF SAID OUTLOT "B" ON AN ASSUMED BEARING OF S07°05'18"W, A DISTANCE OF 19.99' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 12°18'15", A RADIUS OF 1,560 00', AN ARC LENGTH OF 335.01' ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST RIGHT-OF-WAY LINE OF SAID NORTH 98<sup>TH</sup> STREET, A TANGENT LENGTH OF 168 15', A CHORD LENGTH OF 334.37', AND A CHORD BEARING OF S23°19'39"W TO A POINT, THENCE N78°58'51"W, A DISTANCE OF 127 67' TO A POINT, THENCE N83°10'12"W, A DISTANCE OF 73.00' TO A POINT; THENCE N83°31'41"W, A DISTANCE OF 73 00' TO A POINT, THENCE N83°48'52"W, A DISTANCE OF 79 09' TO A POINT; THENCE S82°40'04"W, A DISTANCE OF 113.33' TO A POINT, THENCE S60°53'30"W, A DISTANCE OF 113 33' TO A POINT, THENCE S39°06'57"W, A DISTANCE OF 113.33' TO A POINT; THENCE S17°53'25"W, A DISTANCE OF 115.77' TO A POINT OF INTERSECTION WITH A WEST LINE OF SAID OUTLOT "B", THENCE N00°12'42"E ALONG A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 782.86' TO THE NORTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF EASTVIEW ROAD, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 07°10'51", A RADIUS OF 120.00', AN ARC LENGTH OF 15.04' ALONG A NORTH LINE OF SAID OUTLOT "B", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 7.53', A CHORD LENGTH OF 15 04', AND A CHORD BEARING OF S86°11'53"E TO A POINT, THENCE S00°12'42"W ALONG A EAST LINE OF SAID OUTLOT "B", A DISTANCE OF 170 72' TO A POINT, THENCE S10°48'02"E ALONG A EAST LINE OF SAID OUTLOT "B", A DISTANCE OF 68 77' TO A POINT, THENCE S32°49'29"E ALONG A NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 68 77' TO A POINT, THENCE S54°50'57"E ALONG A NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 68 77' TO A POINT, THENCE S76°52'24"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 68 77' TO A POINT, THENCE N81°06'08"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 68 77' TO A POINT, THENCE N67°15'53"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 71 48' TO A POINT, THENCE N90°00'00"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 268 41' TO A POINT, THENCE N83°57'39"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 63 12' TO A POINT; THENCE N70°15'59"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 79 93' TO A POINT, THENCE N54°57'21"E ALONG A NORTHWEST LINE OF SAID OUTLOT "B", A DISTANCE OF 79 94' TO A POINT, SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF MOONLIGHT DRIVE, THENCE S58°38'19"E ALONG A NORTHEAST LINE OF SAID OUTLOT "B", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 7 01' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 181,142.19 SQUARE FEET OR 4.16 ACRES, MORE OR LESS

**LAKE (PARCEL E)**

OUTLOT 'E', WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

**LAKE (PARCEL F)**

A PORTION OF OUTLOT 'C', WATERFORD ESTATES 3<sup>RD</sup> 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:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "G", WATERFORD ESTATES ADDITION, SAID POINT BEING ON A SOUTH LINE OF OUTLOT "F", WATERFORD ESTATES ADDITION, THENCE WESTERLY ALONG A SOUTH LINE OF SAID OUTLOT "F", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "G" ON AN ASSUMED BEARING OF 89 DEGREES 37 MINUTES 56 SECONDS WEST, A DISTANCE OF 36 00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 56 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 251 54 FEET TO A POINT, THENCE NORTH 71 DEGREES 30 MINUTES 39 SECONDS WEST, SOUTH LINE OF SAID OUTLOT "F", SAID LINE BEING A 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 A SOUTH CORNER OF SAID OUTLOT 'F', SAID CORNER ALSO BEING A NORTH CORNER OF SAID OUTLOT 'G', THENCE 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 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



## EXHIBIT "D"

### LAKE LOTS LEGAL DESCRIPTION

#### LAKE FRONT AREA 1

LOTS 1 THROUGH 5, BLOCK 2, LOTS 1 THROUGH 5, BLOCK 3, AND LOT 1, BLOCK 4, ALL IN WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LOTS 1 THROUGH 8, BLOCK 1, AND LOTS 1 THROUGH 12, BLOCK 2, ALL IN WATERFORD ESTATES 2<sup>ND</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

AND

A PORTION OF OUTLOT 'G', WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LOCATED IN THE SOUTHWEST QUARTER AND 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 THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID OUTLOT 'C', SAID LINE BEING THE EAST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 877.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 393.17 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 615.00 FEET, A DELTA ANGLE OF 12 DEGREES 52 MINUTES 57 SECONDS, AN ARC LENGTH OF 138.28 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 43 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 137.99 FEET TO A POINT, THENCE SOUTH 77 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 417.75 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT 'G', SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SHORE FRONT DRIVE, THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING THE NORTHEAST RIGHT OF WAY CORNER OF SHORE FRONT DRIVE, THENCE SOUTH 77 DEGREES 17 MINUTES 14 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'G' AND ALONG THE NORTH RIGHT OF WAY LINE OF SHORE FRONT DRIVE, A DISTANCE OF 10.00 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'G', SAID LINE BEING THE EAST LINE OF SAID LOT 1, BLOCK 4, A DISTANCE OF 110.00 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 4, THENCE NORTH 60 DEGREES 08 MINUTES 02 SECONDS EAST, ALONG A LINE COMMON TO SAID OUTLOT 'G' AND OUTLOT 'B', WATERFORD ESTATES 1<sup>ST</sup> ADDITION, A DISTANCE OF 50.86 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 143.81 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE SOUTH 12 DEGREES 31 MINUTES 36 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 125.00 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 62.51 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 125.00 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 50.00 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE NORTH 88 DEGREES 35 MINUTES 50 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 50.99 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 34 DEGREES 10 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 21.59 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 15 DEGREES 28 MINUTES 26 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 52.16 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 09 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 351.82 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 16 DEGREES 15 MINUTES 18 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 74.86 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 27 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 86.21 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 02 DEGREES 34 MINUTES 26 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 29 DEGREES 51 MINUTES 13 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 57 DEGREES 07 MINUTES 59 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 84 DEGREES 24 MINUTES 46 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE SOUTH 68 DEGREES 18 MINUTES 28 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE SOUTH 41 DEGREES 01 MINUTES 41 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 87.25 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE SOUTH 10 DEGREES 31 MINUTES 01 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 86.21 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE SOUTH 00 DEGREES 58 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 176.47 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE SOUTH 09 DEGREES 54 MINUTES 23 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 332.50 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE

SOUTH 00 DEGREES 20 MINUTES 47 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 48.17 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'. THENCE SOUTH 56 DEGREES 28 MINUTES 55 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 24 78 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 81 DEGREES 32 MINUTES 07 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 78.43 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'. THENCE SOUTH 83 DEGREES 07 MINUTES 19 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 73 04 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE NORTH 59 DEGREES 39 MINUTES 17 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 26 70 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 09 DEGREES 30 MINUTES 24 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 47.53 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 00 DEGREES 10 MINUTES 57 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 433 14 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 04 DEGREES 47 MINUTES 07 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 59 27 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 17 DEGREES 41 MINUTES 59 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 59.27 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B'; THENCE NORTH 31 DEGREES 01 MINUTES 38 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 61 39 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 44 DEGREES 35 MINUTES 18 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 61 39 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 58 DEGREES 08 MINUTES 57 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 61 39 FEET TO A CORNER COMMON TO SAID OUTLOT 'G' AND SAID OUTLOT 'B', THENCE NORTH 71 DEGREES 42 MINUTES 36 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 0 75 FEET TO A POINT ON THE EAST LINE OF SAID OUTLOT 'G', SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE A DISTANCE OF 7 10 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 468,610 83 SQUARE FEET OR 10 76 ACRES, MORE OR LESS.

#### LAKE FRONT AREA 2

LOTS 1 THROUGH 3, BLOCK 1, LOTS 1 THROUGH 32, BLOCK 2, AND OUTLOT "A", ALL IN WATERFORD ESTATES ADDITION, LOTS 1 THROUGH 5, AND LOT 7, BLOCK 8, AND LOTS 1 AND 2, BLOCK 7, ALL IN WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

AND

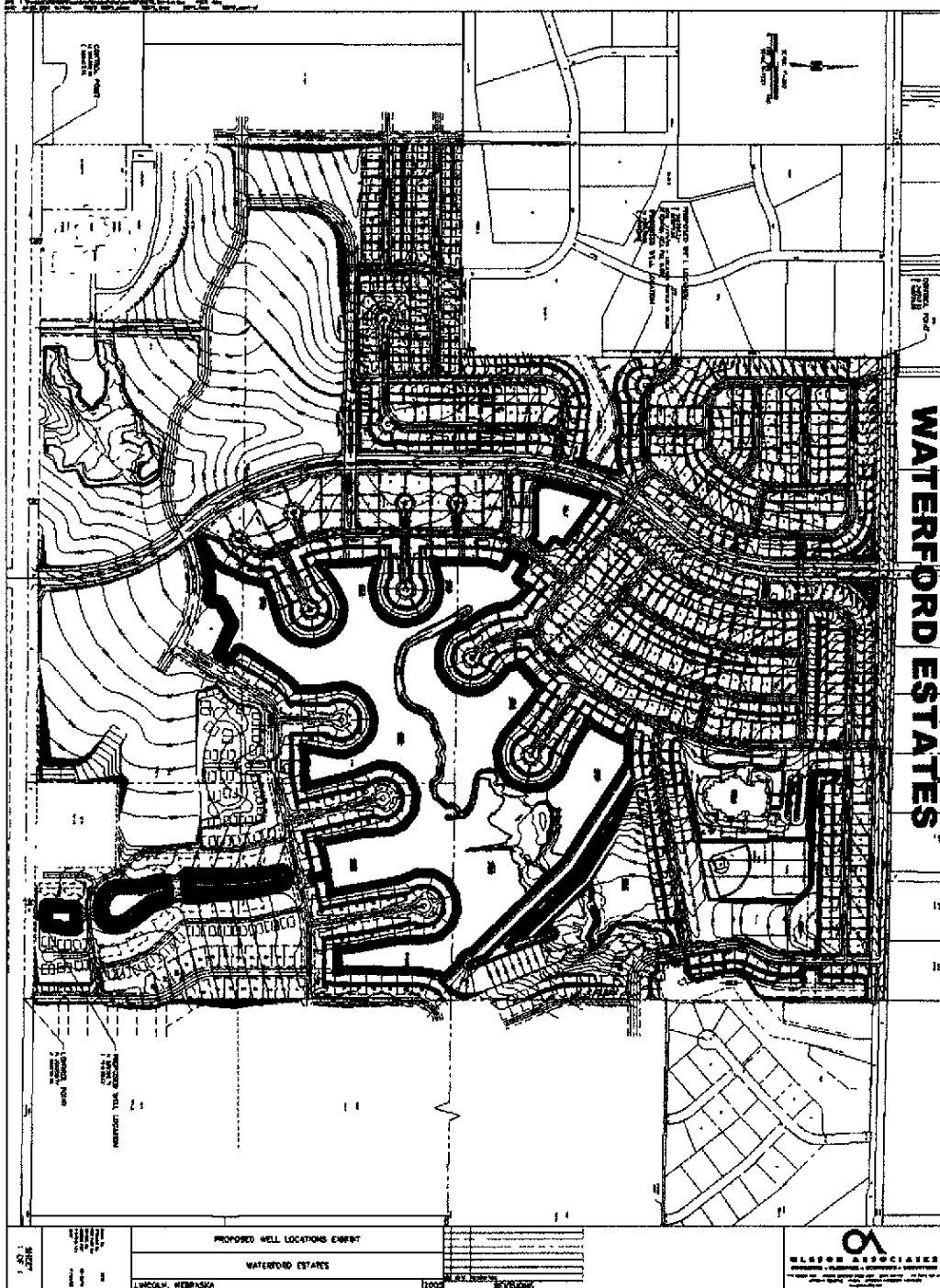
A PORTION OF OUTLOT "D", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, ALL LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M. CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT "D", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, SAID POINT BEING THE MOST EASTERN CORNER OF LOT 2, BLOCK 7, WATERFORD ESTATES 3<sup>RD</sup> ADDITION, SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF MOONLIGHT DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE EASTERLY ALONG A NORTH LINE OF SAID OUTLOT "D", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF S51°29'07"E, A DISTANCE OF 51 32' TO A POINT, THENCE N38°30'53"E ALONG A NORTHWEST LINE OF SAID OUTLOT "D", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30 00' TO A POINT; THENCE S51°29'07"E ALONG A NORTH LINE OF SAID OUTLOT "D", A DISTANCE OF 43 20' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 79°40'18", A RADIUS OF 150 00', AN ARC LENGTH OF 208.58' ALONG A NORTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 125 13', A CHORD DISTANCE OF 192.18', AND A CHORD BEARING OF N88°40'44"E TO A POINT, THENCE N48°50'35"E ALONG A NORTH LINE OF SAID OUTLOT "D", A DISTANCE OF 162 00' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 11°00'45", A RADIUS OF 285 00', AN ARC LENGTH OF 54.78' ALONG A NORTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 27 47', A CHORD DISTANCE OF 54.69', AND A CHORD BEARING OF N43°20'13"E TO A POINT OF COMPOUND CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE HAVING A CENTRAL ANGLE OF 13°03'27". A RADIUS OF 2,285 00', AN ARC LENGTH OF 520 75' ALONG A NORTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 261 51', A CHORD LENGTH OF 519 62' AND A CHORD BEARING OF N31°18'06"E TO A POINT COMPOUND CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE HAVING A CENTRAL ANGLE OF 05°28'21", A RADIUS OF 1,000 00', AN ARC LENGTH OF 95.51' ALONG A NORTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 47.79', A CHORD LENGTH OF 95 48' AND A CHORD BEARING OF N22°02'12"E TO A POINT, THENCE N19°18'02"E ALONG A NORTH LINE OF SAID OUTLOT "D", A DISTANCE OF 47 40' TO A NORTH CORNER OF SAID OUTLOT "D", SAID POINT BEING THE POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 28°40'56", A RADIUS OF 500.00', AN ARC LENGTH OF 250 30' ALONG A NORTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 127 83', A CHORD LENGTH OF 247 70', AND A CHORD BEARING OF S82°57'03"E TO A POINT; THENCE S07°17'32"E, A DISTANCE OF 145 59' TO A SOUTH CORNER OF SAID OUTLOT "D"; THENCE S86°59'21"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 87.66' TO A POINT, THENCE N85°36'28"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 87 62' TO A POINT, THENCE N76°31'19"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 116.72' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°01'08", A RADIUS OF 1,029 98', AN ARC LENGTH OF 0 34' ALONG A SOUTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 0.17', A CHORD LENGTH OF 0.34', AND A CHORD BEARING OF S24°45'49"W TO A POINT OF COMPOUND CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°00'48", A RADIUS OF 2,315 00', AN ARC LENGTH OF 40 95' ALONG A SOUTH LINE OF SAID OUTLOT "D", A TANGENT LENGTH OF 20 47', A CHORD LENGTH OF 40.94' AND A CHORD BEARING OF S25°16'47"W TO A POINT, THENCE S64°12'49"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 125.00' TO A POINT, THENCE S26°43'37"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A

DISTANCE OF 80.10' TO A POINT; THENCE S28°36'29"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 119.44' TO A POINT, THENCE S50°31'10"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 48 06' TO A POINT, THENCE S11°40'48"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 28 55' TO A POINT, THENCE S73°27'21"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 50 50' TO A POINT, THENCE S56°10'01"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 131 22' TO A POINT, THENCE S65°51'59"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 177.88' TO A POINT, THENCE S40°07'19"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT, THENCE S10°07'19"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT, THENCE S19°21'20"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 92 50' TO A POINT, THENCE S48°18'38"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 92 50' TO A POINT, THENCE S77°47'18"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT, THENCE N72°12'42"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT; THENCE N46°39'35"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 181 45' TO A POINT, THENCE N56°10'01"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 130 97' TO A POINT, THENCE N37°46'16"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 47 62' TO A POINT; THENCE S87°13'01"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 38 69' TO A POINT, THENCE S22°19'48"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 56 00' TO A POINT, THENCE S48°50'35"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 164 58' TO A POINT, THENCE S04°25'14"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 30 16' TO A POINT, THENCE S18°10'45"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 72 68' TO A POINT, THENCE S53°11'55"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 80 19' TO A POINT, THENCE S40°38'36"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT; THENCE S10°38'36"E ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 95 76' TO A POINT, THENCE S20°27'56"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 102 66' TO A POINT, THENCE S52°41'01"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 102 66' TO A POINT, THENCE S83°30'38"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 94.00' TO A POINT, THENCE N67°03'14"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 94 00' TO A POINT, THENCE N40°58'01"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 72 94' TO A POINT, THENCE N18°13'42"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 72 94' TO A POINT, THENCE N37°10'35"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 84 37' TO A POINT, THENCE N27°58'22"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 61.64' TO A POINT; THENCE N20°12'20"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 61 64' TO A POINT, THENCE N13°31'18"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 44 46' TO A POINT, THENCE N07°55'16"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 44 46' TO A POINT, THENCE N38°35'50"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 88 24' TO A POINT, THENCE N51°29'07"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 50.00' TO A POINT, THENCE N34°47'09"W ALONG A SOUTH LINE OF SAID OUTLOT "D", A DISTANCE OF 52 20' TO A WEST CORNER OF SAID OUTLOT "D", SAID POINT BEING THE MOST SOUTHERN CORNER OF LOT 2, BLOCK 7, WATERFORD ESTATES 3<sup>RD</sup> ADDITION, THENCE N38°30'53"E ALONG A WEST LINE OF SAID OUTLOT "D", A DISTANCE OF 110 00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 537,539 96 SQUARE FEET OR 12.34 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**MAP SHOWING PUMPS AND WELLS**



## **EXHIBIT "F"**

### **RESIDENTIAL PROPERTY LEGAL DESCRIPTION**

#### **RESIDENTIAL PARCEL A**

LOTS 1 THROUGH 6, BLOCK 1, LOTS 1 AND 2, BLOCK 2, LOT 1, BLOCK 3, LOTS 1 THROUGH 11, BLOCK 4, ALL IN WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, LOTS 1 THROUGH 20, BLOCK 1, LOT 1, BLOCK 2, AND LOTS 1 THROUGH 12, BLOCK 3, ALL IN WATERFORD ESTATES 5<sup>TH</sup> ADDITION, LOTS 1 THROUGH 10, BLOCK 1, LOTS 1 THROUGH 5, BLOCK 2, LOTS 1 THROUGH 9, BLOCK 3, AND OUTLOT "B", ALL IN WATERFORD ESTATES 6<sup>TH</sup> ADDITION, LOTS 1 THROUGH 5, BLOCK 1, LOTS 1 THROUGH 10, BLOCK 2, LOTS 1 THROUGH 3, BLOCK 3, AND LOTS 1 THROUGH 7, BLOCK 4, ALL IN WATERFORD ESTATES 7<sup>TH</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

#### **RESIDENTIAL PARCEL B**

OUTLOT "C", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, **EXCEPT:** THAT PORTION OF OUTLOT "C", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, THAT IS DESCRIBED AS "LAKE (PARCEL F)" ON EXHIBIT "C" ABOVE

#### **RESIDENTIAL PARCEL C**

A PORTION OF OUTLOT 'G', WATERFORD ESTATES 1ST 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, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'G', THENCE WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'G', SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF 'O' STREET, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 21 MINUTES 18 SECONDS WEST, A DISTANCE OF 550.00 FEET TO A SOUTH CORNER OF SAID OUTLOT 'G', SAID POINT ALSO BEING A NORTH RIGHT OF WAY CORNER OF 'O' STREET; THENCE NORTH 88 DEGREES 57 MINUTES 48 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'G', SAID LINE ALSO BEING A NORTH RIGHT OF WAY LINE OF 'O' STREET, A DISTANCE OF 259 85 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING THE SOUTHEAST CORNER OF LOT 10 I.T., SAID POINT BEING A NORTH RIGHT OF WAY CORNER OF 'O' STREET, THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, ALONG A WEST LINE OF SAID OUTLOT 'G', SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 10 I.T., A DISTANCE OF 494 92 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID LOT 10 I.T., THENCE NORTH 88 DEGREES 57 MINUTES 49 SECONDS WEST, ALONG A SOUTH LINE OF SAID OUTLOT 'G', SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 10 I.T., A DISTANCE OF 100.29 FEET TO A POINT, THENCE NORTH 00 DEGREES 48 MINUTES 28 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'G', SAID LINE BEING THE EAST LINE OF OUTLOT 'H' AND THE EAST LINE OF OUTLOT 'A', WATERFORD ESTATES 1ST ADDITION, A DISTANCE OF 925 71 FEET TO A WEST CORNER OF SAID OUTLOT 'G'; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF SAID OUTLOT 'G', SAID LINE BEING THE EAST LINE OF SAID OUTLOT 'A', A DISTANCE OF 127.15 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SHORE FRONT DRIVE; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 23.50 FEET TO A WEST CORNER OF SAID OUTLOT 'G', SAID POINT BEING A SOUTHEAST RIGHT OF WAY CORNER OF SHORE FRONT DRIVE; THENCE NORTH 12 DEGREES 42 MINUTES 46 SECONDS WEST, ALONG A WEST LINE OF SAID OUTLOT 'G' AND ALONG THE EAST RIGHT OF WAY LINE OF SAID SHORE LINE DRIVE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 77 DEGREES 17 MINUTES 14 SECONDS EAST, A DISTANCE OF 417.76 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 615.00 FEET, A DELTA ANGLE OF 12 DEGREES 52 MINUTES 57 SECONDS, AN ARC LENGTH OF 138.28 FEET, A CHORD BEARING OF NORTH 83 DEGREES 43 MINUTES 42 SECONDS EAST, AND A CHORD LENGTH OF 137.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 393.17 FEET TO A POINT ON THE EAST LINE OF SAID OUTLOT 'G', THENCE SOUTH 00 DEGREES 10 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT 'G', SAID LINE BEING THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,697.56 FEET TO THE POINT OF BEGINNING. **EXCEPT:** THAT PORTION OF OUTLOT "G", WATERFORD ESTATES 1<sup>ST</sup> ADDITION, THAT IS DESCRIBED AS "LAKE (PARCEL B)" ON EXHIBIT "C" ABOVE

#### **RESIDENTIAL PARCEL D**

LOTS 33 THROUGH 43, BLOCK 2, LOTS 1 THROUGH 17, BLOCK 3, AND OUTLOT "B", WATERFORD ESTATES ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

#### **RESIDENTIAL PARCEL E**

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "B", WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LOCATED IN THE EAST



HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A WEST CORNER OF SAID OUTLOT "B", SAID POINT BEING THE SOUTHEAST CORNER OF SUNNY SLOPE ROAD RIGHT-OF-WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE N00°12'42"E ALONG A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 521.29' TO A POINT, THENCE N17°53'25"E, A DISTANCE OF 115.77' TO A POINT; THENCE N39°06'57"E, A DISTANCE OF 113.33' TO A POINT; THENCE N60°53'30"E, A DISTANCE OF 113.33' TO A POINT, THENCE N82°40'04"E, A DISTANCE OF 113.33' TO A POINT; THENCE S83°48'52"E, A DISTANCE OF 79.09' TO A POINT; THENCE S83°31'41"E, A DISTANCE OF 73.00' TO A POINT, THENCE S83°10'12"E, A DISTANCE OF 73.00' TO A POINT; THENCE S78°58'51"E, A DISTANCE OF 127.67' TO A POINT OF INTERSECTION WITH A EAST LINE OF SAID OUTLOT "B", SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF NORTH 98<sup>TH</sup> STREET, SAID POINT BEING THE POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°14'40", A RADIUS OF 1,560.00', AN ARC LENGTH OF 115.57' ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 57.81', A CHORD LENGTH OF 115.54', AND A CHORD BEARING OF S15°03'11"W TO A POINT, THENCE S24°22'39"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 4.81' TO A POINT, THENCE N78°32'03"W ALONG A SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.69' TO A POINT; THENCE S11°27'57"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 60.00' TO A POINT; THENCE S78°32'03"E ALONG A NORTH LINE OF SAID OUTLOT "B", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 27.75' TO A POINT; THENCE S01°32'27"E ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 18.14' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 09°31'25", A RADIUS OF 1,560.00', AN ARC LENGTH OF 259.30' ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 129.95', A CHORD LENGTH OF 259.00', AND A CHORD BEARING OF S05°08'38"W TO A POINT, THENCE S00°22'55"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 585.93' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 10°09'28", A RADIUS OF 320.00', AN ARC LENGTH OF 56.73' ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 28.44', A CHORD DISTANCE OF 56.66', AND A CHORD BEARING OF S05°27'39"W TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 10°09'28", A RADIUS OF 318.00', AN ARC LENGTH OF 56.38' ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 28.26', A CHORD DISTANCE OF 56.30', AND A CHORD BEARING OF S05°27'39"W TO A POINT; THENCE S00°22'55"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 208.33' TO A POINT; THENCE S37°38'42"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 4.57' TO A POINT, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF WATERFORD ESTATES DRIVE, THENCE S83°21'13"W ALONG A SOUTH OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 47.53' TO A POINT; THENCE N89°37'05"W ALONG A SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 32.07' TO A POINT, THENCE S00°22'55"W ALONG A EAST LINE OF SAID OUTLOT "B", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.00' TO A POINT; THENCE N89°37'05"W, A DISTANCE OF 182.72' TO A POINT; THENCE N87°19'39"W, A DISTANCE OF 350.28' TO A POINT; THENCE N89°37'05"W, A DISTANCE OF 547.18' TO A POINT, THENCE N00°00'53"E, A DISTANCE OF 90.96' TO A POINT; THENCE N89°24'38"W, A DISTANCE OF 729.79' TO A POINT OF INTERSECTION WITH A WEST LINE OF SAID OUTLOT "B", THENCE N00°01'21"E ALONG A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 620.03' TO A NORTHWEST CORNER OF SAID OUTLOT "B", THENCE S89°25'50"E ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 1,308.26' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,737,311.14 SQUARE FEET OR 39.88 ACRES, MORE OR LESS.

#### EAST TOWNHOME RESIDENTIAL

LOTS 1 THROUGH 44, BLOCK 5, LOTS 47 THROUGH 51, BLOCK 5, AND OUTLOT "A", ALL IN WATERFORD ESTATES 1<sup>ST</sup> ADDITION, LOTS 1 AND 2, WATERFORD ESTATES 4<sup>TH</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

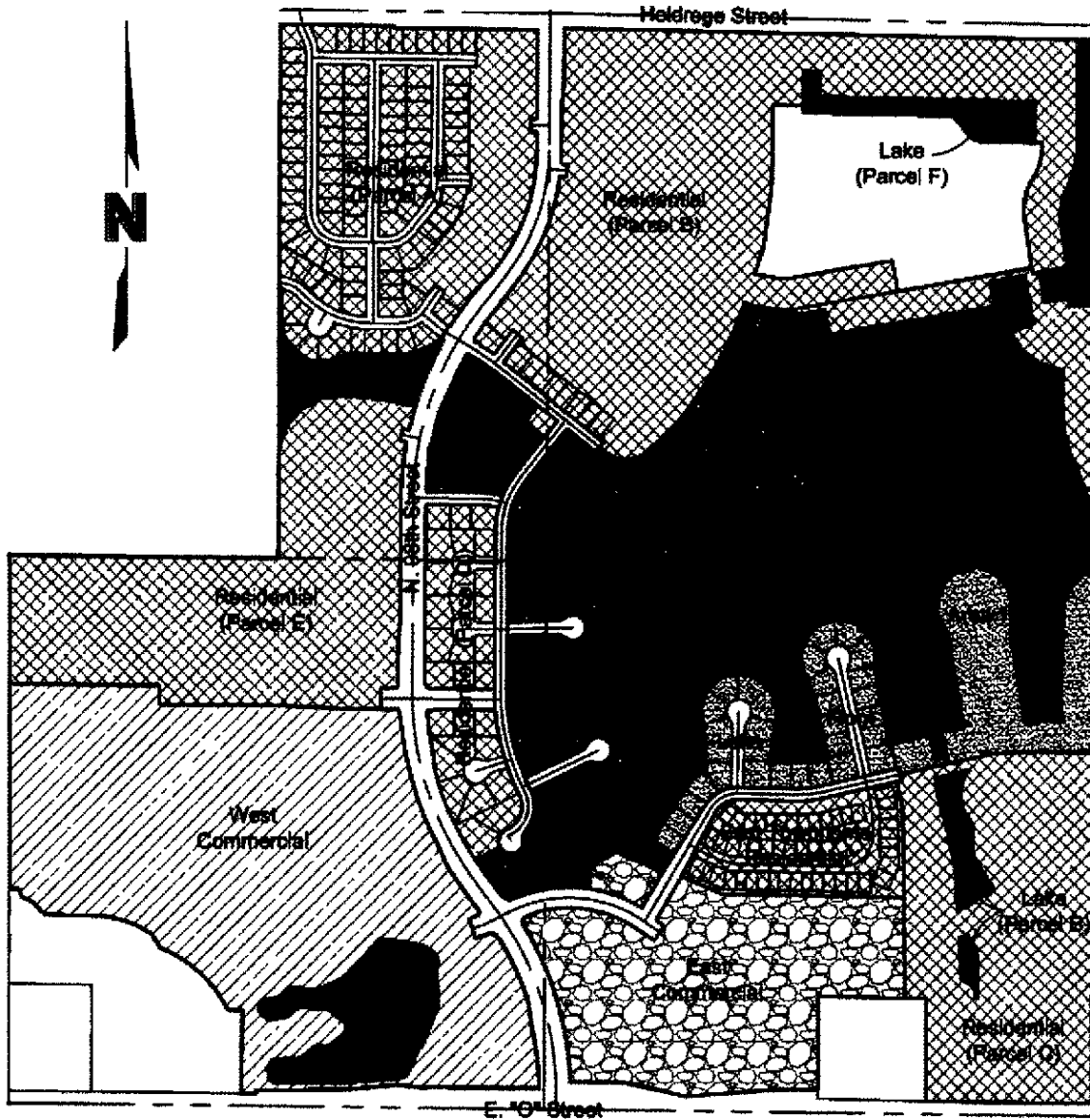
**EXHIBIT "G"**

**DESIGNATED PROPERTY MANAGERS**

<b>Description of Lots</b>	<b>Designated Property Manager</b>	<b>Address</b>
All East Commercial Lots, collectively	Waterford Estates, LLC	c/o Thomas E. White 2001 Pine Lake Road, Ste. 100 Lincoln, NE 68512
All West Commercial Lots, collectively	Waterford Estates, LLC	c/o Thomas E. White 2001 Pine Lake Road, Ste. 100 Lincoln, NE 68512
Marina Lot	Waterford Estates, LLC	c/o Thomas E. White 2001 Pine Lake Road, Ste. 100 Lincoln, NE 68512
All Residential Lots, except East Townhome Residential Lots	Waterford Estates Homeowners Association	c/o Thomas E. White 2001 Pine Lake Road, Ste. 100 Lincoln, NE 68512
East Townhome Residential Lots	South Shore Builders, LLC	c/o Jim Christo 6945 N. 7 <sup>th</sup> Lincoln, NE 68521

**EXHIBIT "H"**

**MAP SHOWING THE REAL ESTATE**



PROJECT NO: 2006-1408	<b>Parcel Exhibit</b>	<b>MOLSSON</b> ASSOCIATES	1111 Lincoln Mall, Suite 111 P.O. Box 64008 Lincoln, NE 68061-4008 TEL. 402.474.8311 FAX 402.474.9190	Exhibit
DRAWN BY: MRJ				"H"
DATE: JULY 23RD, 2012				

**EXHIBIT "I"**

**LEGAL DESCRIPTION OF THE REAL ESTATE**

*Water 1*  
BLOCK 1. LOTS 1 THROUGH 3;  
BLOCK 2: LOTS 1 THROUGH 43;  
BLOCK 3: LOTS 1 THROUGH 17;  
OUTLOTS: A AND B,  
ALL LOCATED IN WATERFORD ESTATES ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

*Water 1*  
BLOCK 1: LOT 1,  
BLOCK 2: LOTS 1 THROUGH 5;  
BLOCK 3: LOTS 1 THROUGH 5;  
BLOCK 4: LOT 1;  
BLOCK 5: LOTS 1 THROUGH 44, AND LOTS 47 THROUGH 51;  
OUTLOTS: A, B, F, G AND H;  
ALL LOCATED IN WATERFORD ESTATES 1ST ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

*Water 2*  
BLOCK 1: LOTS 1 THROUGH 8;  
BLOCK 2: LOTS 1 THROUGH 12;  
ALL LOCATED IN WATERFORD ESTATES 2<sup>ND</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

*Water 3*  
BLOCK 1. LOTS 1 THROUGH 6;  
BLOCK 2. LOTS 1 AND 2;  
BLOCK 3. LOT 1;  
BLOCK 4 LOTS 1 THROUGH 11;  
BLOCK 5. LOT 1,  
BLOCK 6 LOTS 1 THROUGH 8,  
BLOCK 1: LOTS 1 AND 2,  
BLOCK 1. LOTS 1 THROUGH 7;  
OUTLOTS. B, C, D, E,  
ALL LOCATED IN WATERFORD ESTATES 3<sup>RD</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

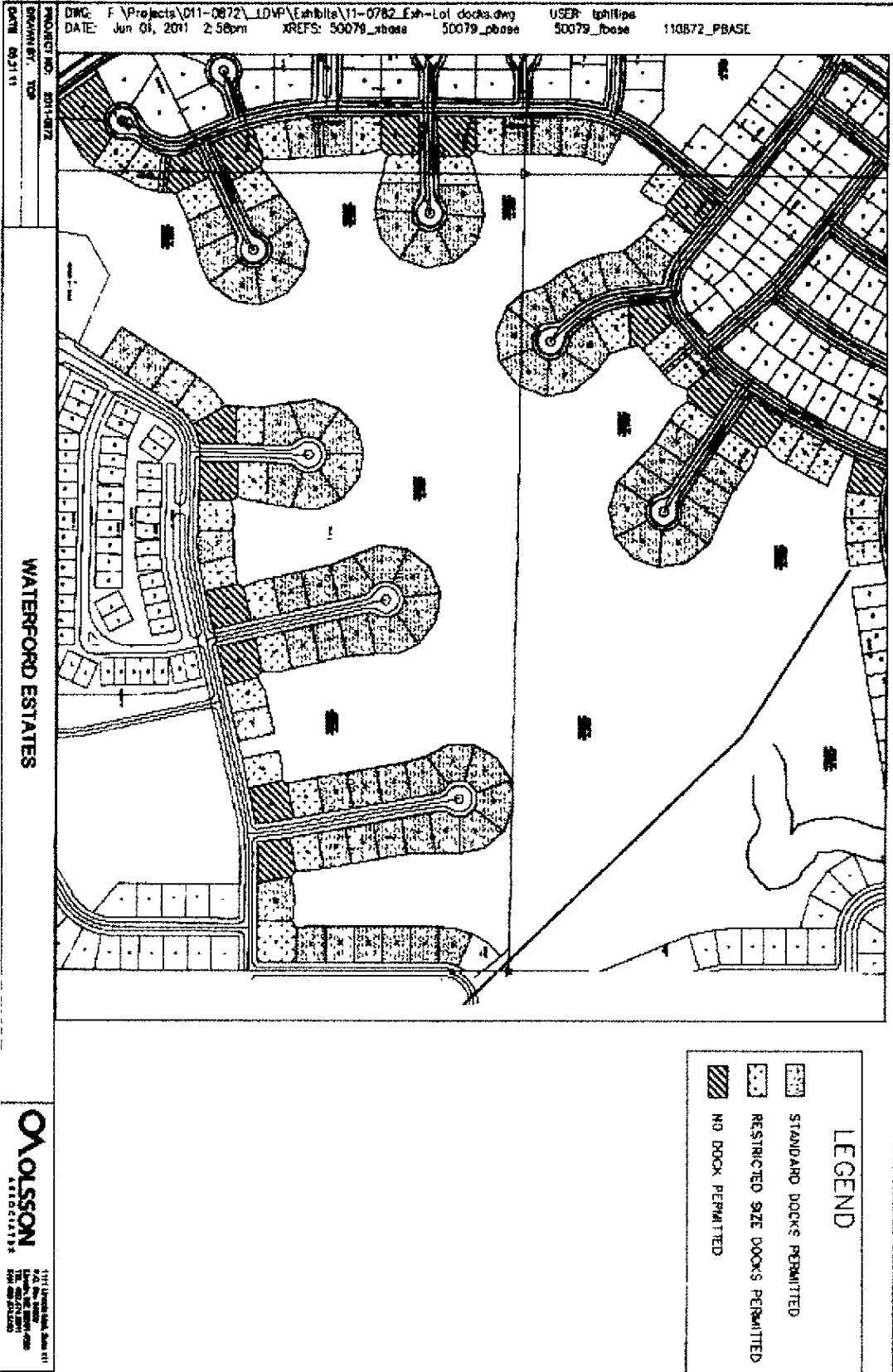
*Water 4*  
LOTS 1 AND 2;  
ALL LOCATED IN WATERFORD ESTATES 4<sup>TH</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

*Water 6*  
BLOCK 1. LOTS 1 THROUGH 10;  
BLOCK 2. LOTS 1 THROUGH 5;  
BLOCK 3. LOTS 1 THROUGH 9;  
OUTLOTS. B;  
ALL LOCATED IN WATERFORD ESTATES 6<sup>TH</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

*Water 7*  
BLOCK 1: LOTS 1 THROUGH 5;  
BLOCK 2 LOTS 1 THROUGH 10,  
BLOCK 3. LOTS 1 THROUGH 4;  
BLOCK 4: LOTS 1 THROUGH 7;  
ALL LOCATED IN WATERFORD ESTATES 7<sup>TH</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA.

# EXHIBIT "J"

## LAKE LOTS PERMITTED DOCKS



**EXHIBIT "K"**

**WATERFORD LAKE ASSOCIATION PROPERTY  
RULES AND REGULATIONS**

These Waterford Lake Association Property Rules and Regulations are made and adopted effective \_\_\_\_\_, 2012, by the Waterford Lake Association, a Nebraska nonprofit corporation.

**ARTICLE I  
DEFINITIONS**

For purposes of these Rules and Regulations, the terms below shall have the meanings as follows:

1. "Association" shall mean and refer to the Waterford Lake Association, a Nebraska nonprofit corporation.

2. "Declaration" shall mean and refer to the Third Amendment and Restatement of the Covenants, Conditions, Restrictions and Easements for Waterford Lake, as such may be amended from time to time and recorded with the Register of Deeds of Lancaster County, Nebraska.

3. "Family Member" shall mean and refer to the spouse of an Owner of a Residential Lot and the unmarried children of the Owner of a Residential Lot that reside at the Residential Lot.

4. "Guest" shall mean and refer to all persons who are using the Lake at the invitation and with the consent of an Owner or a Family Member of an Owner.

5. "Lake" shall mean the actual water surface and hard edging of shoreline of the lake located on the Lake Association Property, as defined in the Declaration.

6. "Lake Association Property" shall mean the Lake Association Property defined in the Declaration.

7. "Marina" shall mean any marina constructed upon the Marina Lot defined in the Declaration.

8. "Marina Customer" shall mean any person who is purchasing the goods and/or services offered by the Marina.

9. "Marina Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the Marina Lot, but excluding however those parties having any interest in any of such Marina Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee).

A purchaser of the Marina Lot under a land contract or similar instrument shall be deemed to be the Owner of the Marina Lot for purposes of these Rules and Regulations.

10. "Owner" shall mean and refer to the Marina Lot Owner or a Residential Lot Owner.

11. "Permitted Watercraft" shall mean canoes, kayaks, sailboats, rowboats, paddle boats, pontoon boats and pleasure craft that meet the standards set forth in Article IV below, but shall not include open bow aluminum boats.

12. "Residential Lot" shall mean each individual Residential Lot now or hereafter located within the Residential Property defined in the Declaration.

13. "Residential Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Residential Lot, but excluding however those parties having any interest in any of such Residential Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). A purchaser of a Residential Lot under a land contract or similar instrument shall be deemed to be the Owner of a Residential Lot for purposes of these Rules and Regulations.

14. "Rules and Regulations" shall mean and refer to these Waterford Lake Association Property Rules and Regulations, as amended and supplemented from time to time.

Any terms not defined with an initial capitalized letter shall have the meaning ascribed to them by the Declaration.

## **ARTICLE II LAKE USAGE**

1. All Residential Lot Owners and their respective Family Members shall have the right, in common with all other Residential Lot Owners and their Family Members, as well as the Marina Lot Owner and Marina Customers, to use the Lake for recreational purposes subject to the restrictions in these Rules and Regulations and in the Declaration. The Lake may not be used by persons other than the Residential Lot Owners, Family Members and Guests, the Marina Lot Owner and Marina Customers.

2. Guests shall be permitted to use the Lake subject to the following requirements:

(a) All usage of the Lake by Guests shall be in conformance with these Rules and Regulations, and the Declaration;

(b) Guests must be accompanied by an Owner or Family Member of an Owner at all times when using the Lake; and

(c) Guests shall be registered in accordance with any Guest registration requirements adopted by the Association.

3. Marina Customers shall be permitted to use the Lake subject to the following requirements:

(a) All usage of the Lake by Marina Customers shall be in conformance with these Rules and Regulations, and the Declaration;

(b) Marina Customers must be able to provide proof that they are a customer of the Marina when using the Lake.

4. No littering shall occur on or in the Lake.

5. No person utilizing the Lake shall make excessive noise that disturbs the peace and quiet enjoyment of the residents of the Lake Lots surrounding the Lake.

6. No trampolines or other similar water accessories may be anchored to the Lake.

### **ARTICLE III DOCKS**

Certain Lake Lots identified in Exhibit "J" to the Declaration have been granted the privilege to install a dock in the Lake in front of their respective Lot. Each dock shall be either "standard" or "restricted size" per Exhibit "J" to the Declaration and must contain a bubbler system. Boat lifts are not permitted and may not be installed with the dock. The design, installation, construction and maintenance of all components of each dock must meet the requirements set forth in the Declaration, in addition to those set forth herein.

1. Each dock shall be a floating steel dock with composite decking and a hinged four (4) foot walkway that meets design specifications approved by the Association, and must be purchased from a supplier/manufacturer approved by the Association. The specifications for the Steel Dock manufactured by Tiger Docks, which are set forth on Attachment R&R1 attached hereto, have been approved by the Association and NRD. Standard dock sizes permitted are: 20 feet by 20 feet, 16 feet by 20 feet, 12 feet by 20 feet, and 8 feet by 20 feet. The only restricted size dock permitted is 8 feet by 20 feet.

2. Each dock shall include a bubbler station to prevent ice damage during the winter months. The bubbler system must be purchased from a supplier/manufacturer approved by the Association. The following are approved manufacturers for dock bubbler systems: LMI Dock Systems and TMP Marine Products.

3. All components of the dock must be installed (i) by an installer approved by the Association, (ii) in a location approved by the Association, and (iii) in accordance with specifications provided by the Association. Upon request, the Association shall provide a list of approved dock installers and the specifications for dock installation.



4. No structures may be permanently attached to the docks, with the exception of a hinged ladder providing access to the Lake and boat tie ups.

5. All docks shall be maintained in good condition and repair.

#### **ARTICLE IV BOATING RESTRICTIONS**

1. All Permitted Watercraft operating on the Lake must comply with these Rules and Regulations as well as the binding provisions of the Nebraska State Boat Act, **Neb. Reb. Stat. §§ 37-1201 et seq.** and binding regulations adopted thereunder, as amended from time to time, and any other applicable Nebraska state statutes or regulations (the "State Rules"). In the event of any conflict between the terms of these Rules and Regulations and the State Rules, the State Rules shall control unless provisions of the Rules and Regulations are more stringent, in which event the Rules and Regulations shall control.

2. Permitted Watercraft and trailers may be parked or stored on a Residential Lot for no longer than 24 consecutive hours unless stored inside the garage.

3. Residential Lot Owners may not use the Lake for boating unless construction of their residence has commenced on their Lot.

4. All Permitted Watercraft on the Lake must be owned by the Marina Lot Owner, a Residential Lot Owner or Family Member, must be registered with the Association annually, and must have a current Association registration sticker affixed in a visible location on the starboard aft side.

5. Any Permitted Watercraft found on the Lake or its shores that is not owned by the Marina Lot Owner, a Residential Lot Owner or Family Member, or that does not contain the appropriate Association registration sticker may be removed by the Association or its duly authorized agent at the expense of the Owner.

6. Permitted Watercraft may be restricted during special events as deemed necessary by the Association.

7. No more than two (2) Permitted Watercraft from each Residential Lot shall be operated on the Lake at any given time, and no more than twenty-four (24) Permitted Watercraft from the Marina Lot shall be operated on the Lake at any given time.

8. No Permitted Watercraft shall be equipped with sanitary facilities of any kind which are capable of directly discharging into the water.

9. No water bladders, weighted transoms or any modification to create boat wake is allowed.

10. The following are standards required for Permitted Watercraft operating on the Lake:

- a. Boat Length. The maximum boat length permitted is twenty-one (21) feet.
- b. Boat Motors. Boats may only be equipped with built in electric motors, and may not be operated with any other mechanical power.
- c. Boat Types. The following types of boats are allowed: canoes, kayaks, sailboats, paddle boats, pontoon boats and pleasure craft, but shall not include open bow aluminum boats.
- d. Manufacturers. The following are approved boat manufacturers: Duffy Electric Boat Company, Tamarack Lake Electric Boat Company, and ElectraCraft, Inc.

11. No water skiing is permitted on the Lake.

12. All Permitted Watercraft must use appropriate lights if on the Lake at night.

13. Sailboats, canoes, kayaks, paddle boats, any other Permitted Watercraft not operating under electrical power, any anchored vessel, and swimmers always have right of way over any other Permitted Watercraft operating under electrical power.

14. Chasing waterfowl with Permitted Watercraft is prohibited.

15. All Permitted Watercraft towing people must have an orange warning flag on board and show it when the person being towed is down.

16. All boats must have a U.S. Coast Guard-approved life saving device of Type I, II or III, for each person on board. In addition, every boat shall carry at least one U.S. Coast Guard-approved throwable flotation device.

17. All boats must have an efficient whistle or other mechanical sound producing device.

## **ARTICLE V SWIMMING/SCUBA DIVING**

1. Swimming across the main part of the Lake is prohibited.

2. Swimming at the Boat Ramp and Marina areas is prohibited.

3. The 50-foot area adjoining the Residential Lots is reserved for swimming; provided that, any and all swimming allowed shall be at the swimmer's sole risk.

4. Scuba diving is allowed only by special permit from the Association and never on weekends or holidays.

5. All scuba divers must use a flag while diving. All Permitted Watercraft must stay 17 feet from this flag.

## **ARTICLE VI BOAT RAMP**

All Permitted Watercraft containing an electric motor and sailboats over twelve (12) feet must enter the Lake via the Boat Ramp. Access to the Boat Ramp shall be controlled by the Association and will be granted in conjunction with the annual registration of Permitted Watercraft. Access to the Boat Ramp is located partially on the Marina Lot and partially upon the Lake Association Property. No Residential Lot Owner, Family Member or Guest shall have any right to park upon the Marina Lot, unless said Residential Lot Owner, Family Member or Guest is a Marina Customer.

## **ARTICLE VII FISHING**

1. All fishermen must comply with these Rules and Regulations as well as the binding State of Nebraska fishing rules and regulations (the "State Rules"). In the event of any conflict between the terms of these Rules and Regulations and the State Rules, the State Rules shall control unless the provisions of the Rules and Regulations are more stringent, in which event these Rules and Regulations shall control.

2. Fishing shall be permitted only for Residential Lot Owners, Family Members and Guests, the Marina Lot Owner and Marina Customers.

3. All fishing shall be catch and release until the fish population has been established and these rules are modified.

4. No cleaning of fish shall be permitted around the Lake.

5. Fishermen shall not leave dead fish on or about the Lake.

6. Ice fishing is not permitted.

7. Anglers are limited to two lines with two hooks on each line. One hook means a single, double or triple-pointed hook. All hooks attached to artificial bait or lure are counted as one hook. These limits apply to all fishing, including rod and reel, poles, float lines, bank lines, setlines and all other types.

8. It is prohibited to use minnows on the Lake, except those legally collected from the Lake.
9. Digging, seining and trapping for bait or any purpose is prohibited.
10. It is prohibited to import or transport carp, carpsucker, goldfish, buffalo, quillback, gar, gizzard shad or bowfin into the Lake.

#### **ARTICLE VIII NO WINTER USAGE**

Use of Lake is prohibited during the winter months.

#### **ARTICLE IX ANNUAL REGISTRATION**

All Permitted Watercraft owned by the Marina Lot Owner, a Residential Lot Owner or Family Member, must be registered annually with the Association, and must have a current Association registration sticker affixed in a visible location on the starboard aft side. The Association may charge a fee for the annual registration to cover costs associated with the operation, maintenance and repair of the Boat Ramp, as well as any costs associated with policing and enforcing these Rules and Regulations regarding usage of the Lake. Said fees charged for annual registration shall be in addition to, and not a replacement for, the payment of any assessments identified in the Declaration.

#### **ARTICLE X ASSUMPTION OF RISKS**

1. The Residential Lot Owners, Family Members and Guests assume all risks associated with using the Lake and all Residential Lot Owners agree and covenant, on their own behalf and on behalf of their Family Members and Guests, not to make any claim or institute any action whatsoever against the Declarant, NRD, Association, or their respective officers, directors, employees or agents arising or resulting from their use of the Lake or any other Lake Association Property. The Marina Lot Owner and Marina Customers assume all risks associated with using the Lake and the Marina Lot Owner agrees and covenants, on its own behalf and on behalf of its Marina Customers, not to make any claim or institute any action whatsoever against the Declarant, NRD, Association, or their respective officers, directors, employees or agents arising or resulting from their use of the Lake or any other Lake Association Property.

2. Each Residential Lot Owner agrees to indemnify and hold harmless the Declarant, NRD, Association, and their respective officers, directors, employees, and agents from and against any and all liability, loss, or damage suffered or incurred by the Declarant, NRD Association, or their officers, directors, employees or agents arising or resulting from the

negligent or wrongful acts or omissions to act of the Residential Lot Owner, the Residential Lot Owner's Family Members and Guests pertaining to the Lake. The Marina Lot Owner agrees to indemnify and hold harmless the Declarant, NRD, Association, and their officers, directors, employees, and agents from and against any and all liability, loss, or damage suffered or incurred by the Declarant, NRD, Association, or their respective officers, directors, employees or agents arising or resulting from the negligent or wrongful acts or omissions to act of the Marina Lot Owner and Marina Customers pertaining to the Lake.

## **ARTICLE XI MISCELLANEOUS**

1. These Rules and Regulations may be amended from time to time by the Board of Directors of the Association. The Rules and Regulations, as amended from time to time, shall be made available to all Owners upon request.

2. There is a punitive system for the violation of the Rules and Regulations. Any Residential Lot Owner who shall have violated or permitted, authorized or allowed the violation of these Rules and Regulations by a Family Member or Guest shall be subject to fines and suspensions as provided in these Rules and Regulations. The first offense is a warning. The second and subsequent offenses shall result in a \$100.00 fine for each offense. In the event of three or more offenses in any one calendar year, the Owner's and related Family Member's privileges to use the Lake shall be suspended for the longer of one (1) year following notice of the third offense or until reinstatement is granted by the Association Board of Directors after written application for reinstatement is made to the Association Board.

If the Marina Lot Owner violates or permits, authorizes or allows the violation of these Rules and Regulations by a Marina Customer, the Marina Lot Owner shall be subject to fines and suspensions as provided in these Rules and Regulations. The first offense is a warning. The second and subsequent offenses shall result in a \$100.00 fine for each offense. In the event of three or more offenses in any one calendar year, the Marina Lot Owner's and Marina Customers' privileges to use the Lake shall be suspended for the longer of one (1) year following notice of the third offense or until reinstatement is granted by the Association Board of Directors after written application for reinstatement is made to the Association Board.

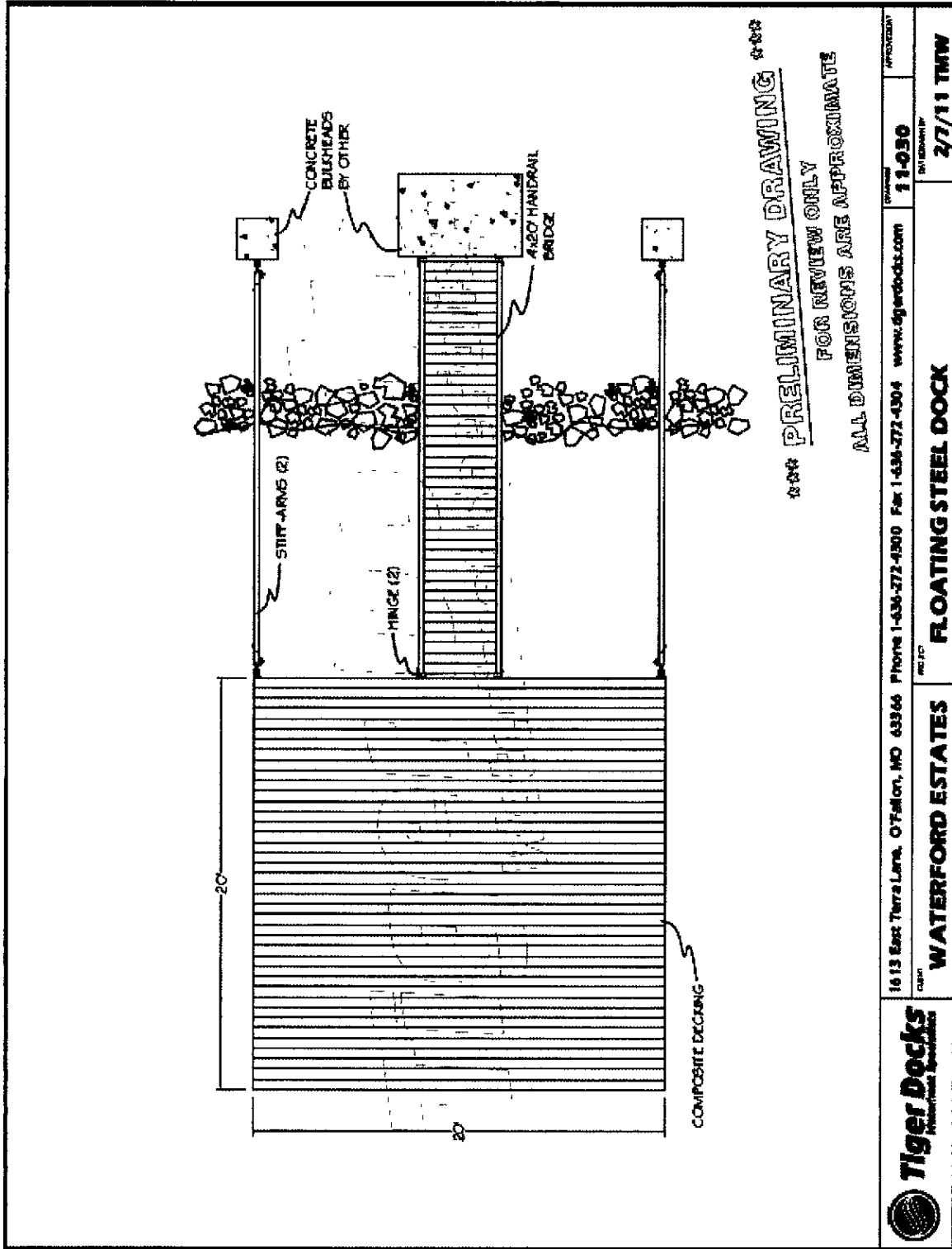
3. In the event of a conflict between the terms and conditions of these Rules and Regulations and the terms and conditions of the Declaration, the terms of the Declaration shall control.

IN WITNESS WHEREOF, these Rules and Regulations have been adopted as of the date and year first above written.

**WATERFORD LAKE ASSOCIATION**, a  
Nebraska nonprofit corporation

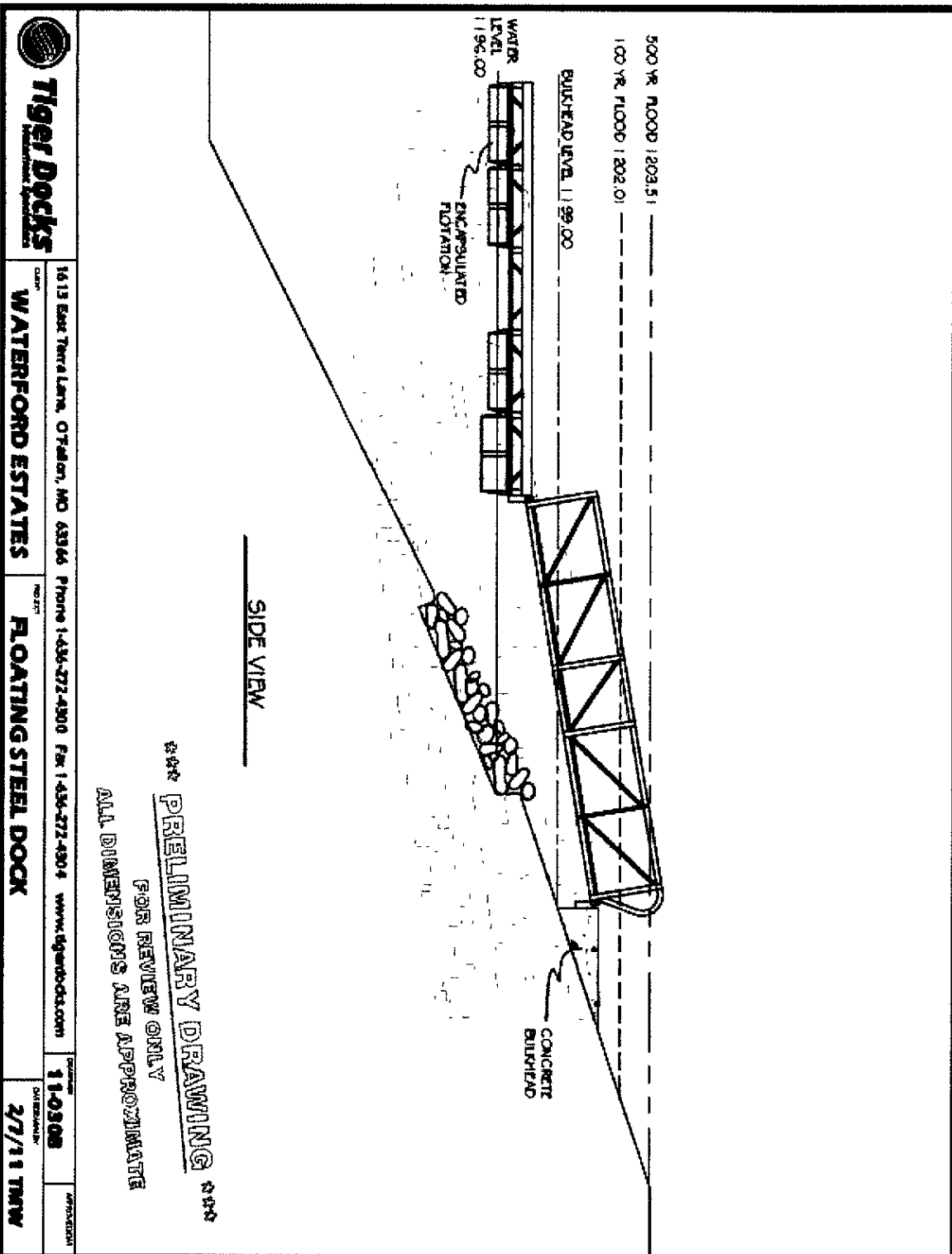
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT R&R1**



**\*\*\* PRELIMINARY DRAWING \*\*\***  
**FOR REVIEW ONLY**  
**ALL DIMENSIONS ARE APPROXIMATE**

 <b>Tiger Docks</b> <small>Manufacturing &amp; Installation</small>	1613 East Terra Lane, O'Fallon, MO 63366 Phone 1-636-272-4300 Fax 1-636-272-4304 www.dgertools.com		PROJECT # <b>11-050</b>
	WATERFORD ESTATES		DATE SUBMITTED <b>2/7/11 TMW</b>
PROJECT # <b>FLOATING STEEL DOCK</b>			APPROVED BY



1613 East Terra Linda, Odenton, MD 21113 Phone 1-436-272-4300 Fax 1-436-272-4304 www.tigerdocks.com

CLIENT: WATERFORD ESTATES PROJECT: FLOATING STEEL DOCK

DATE: 2/7/11

11-0308

2/7/11 TRW





