

Dan Jolte

REGISTER OF DEEDS

2001 SEP 13 A 11: 54

LANCASTER COUNTY, NE

146.50

INST. NO 2001

052829

BLOCK

WILDERNESS RIDGE
WILDERNESS RIDGE
WILDERNESS RIDGE
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WILDERNESS RIDGE

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILDERNESS RIDGE

The undersigned, constituting the "Declarant" under the Declaration of Covenants, Conditions, Restrictions and Easements for Wilderness Ridge dated March 21, 2000, and filed of record with the Lancaster County Register of Deeds as Instrument No. 2000-011457 ("Declaration"), do hereby amend the Declaration as follows:

1. Article I of the Declaration is hereby amended to include the following terms and definitions:

"City" shall mean the City of Lincoln, Nebraska, a political subdivision.

"EIFS" shall mean a water-managed-type exterior installation finish system or other exterior installation finish system approved by Declarant.

2. The term "Common Facilities" as defined in Article I of the Declaration is hereby amended to also include the cluster mailboxes, wherever located, that serve the Residential Property.

3. The term "Golf Property" as defined in Article I of the Declaration is hereby amended and restated to include Outlots "A", "C", "F", "G", "H", "J" and "M", Wilderness Ridge Addition; Outlot "A" and Lot 1, Wilderness Ridge 1st Addition, Outlot "B" and that portion of Outlot "A", Wilderness Woods Office Park Addition, legally described on Exhibit "D", which is attached hereto and incorporated herein by this reference; all located in Lincoln, Lancaster County, Nebraska.

4. The term "Maintenance Free Material" as defined in Article I of the Declaration is hereby amended to also include EIFS.

5. The following sentence shall be added to the end of Paragraph 3.(b) Grading and Erosion Control of Article III: "Each Lot Owner shall be required to provide a rock entrance and staging area on their Lot during construction."

6. Paragraph 4. Development Standards of Article III is hereby amended to add the following language at the end of the paragraph which provides for alternative minimum floor area and side yard setback standards for specified Lots in Wilderness Ridge 3rd Addition:

(e) The minimum floor area and side yard setback standards set forth below shall apply to those Lots located in Wilderness Ridge 3rd Addition that are identified below. All other standards for residential development set forth in this Paragraph 4 shall continue to apply to the identified Lots:

- (i) Lots 1 - 6, 21 - 25, and 33, Block 1
Lots 1 - 6, Block 3
Lot 1, Block 4
Lot 1, Block 5
Lots 2 - 9, Block 6

| | |
|----------------------------|-------------------|
| Single Story Ranch | 2,000 square feet |
| Two-Story | 2,400 square feet |
| One and one-half Story | 2,200 square feet |
| 7 ½ feet side yard setback | |

- (ii) Lots 7 - 20, Block 1
Lots 26 - 32, Block 1
Lots 1 - 22, Block 2

| | |
|---------------------------|-------------------|
| Single Story Ranch | 2,400 square feet |
| Two-Story | 2,800 square feet |
| One and one-half Story | 2,600 square feet |
| 10 feet side yard setback | |

7. Paragraph 5. Improvement Criteria of Article III, is hereby amended and restated as follows:

5. Improvement Criteria. At least fifty percent (50%) of the front and each side of any single-family residence constructed upon a Lot must be faced with brick. Notwithstanding the foregoing, a Lot Owner shall have the option of facing one hundred percent (100%) of the sides of any single family residence constructed upon a Lot with EIFS, with the exception of exposed foundation walls. All exposed foundation walls shall be constructed of or faced entirely with brick, natural stone, or other material approved by Declarant that matches the exterior of the Improvement. All remaining surfaces of any single-family residence not constructed of or faced with natural stone, or brick, or EIFS, including windows, shall be constructed of or faced with Maintenance Free Material. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. The roof of all Improvements shall be a minimum pitch of 6:12 and shall be covered with built-up asphalt shingles such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate. Declarant recommends side entry garages be constructed upon the Lots. No accessory building shall be constructed upon any Lot without the approval of Declarant as set forth in Paragraph 2 of this Article. Any pre-existing residence and accessory buildings are exempt from this paragraph. When

the Lot on which any pre-existing accessory building is located is improved with a new single family residence, the accessory building must be removed in conjunction therewith.

8. Intentionally Omitted.

9. Paragraph 23. Storm Sewer of Article III is hereby amended and restated as follows:

23. Storm Sewer. Each Lot Owner, other than Declarant, shall be responsible for maintaining a ditch section parallel to all roadways abutting their Lot. The ditch section shall be a minimum of one (1) foot deep from the edge of the roadway. Each Lot Owner, other than Declarant, shall be and does hereby assume any and all responsibility for contracting with a contractor designated or approved by Declarant, to tap the private storm sewer main located between the edge of roadway and the Lot property line and install/relocate an area inlet for such Lot on the upstream side of the driveway, centered in the ditch section, as shown on Exhibit "B" attached hereto, in accordance with the specifications and materials approved by the Declarant. Each Lot Owner shall be responsible for providing positive drainage to the Lot's area inlet for the roadway ditch section for stormwater flowing onto such Lot.

10. The first sentence of Paragraph 25. Street Trees of Article III is hereby amended to state: "Each Lot Owner, other than Declarant, shall be and does hereby assume any and all responsibility for the planting of street trees along each street or road that abuts the Lot or Lots owned by such Lot Owners in accordance with the landscape plan on file with the Declarant."

11. The following language shall be inserted at the end of the first full sentence in Paragraph 4. Powers and Responsibilities of Article VI: "The City has approved the final plat of Wilderness Ridge Addition upon the condition that the Common Facilities be maintained by the Declarant on a continuous basis. The Association covenants and each Member of the Association, by the acceptance of a deed by which interest requisite for membership is required, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of the final plat of Wilderness Ridge Addition regarding continuous and permanent maintenance of the Common Facilities."

12. The following language shall be added to the end of Paragraph 5. Mandatory Duties of the Association of Article VI: "In the event the Association dissolves, the Lot Owners shall remain jointly and severally liable for the cost of maintaining, repairing, replacing, operating and administering the Common Facilities."

13. Paragraph 2. Enforcement of Declaration of Article VII is hereby amended to add the following sentence: "The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Common Facilities."

14. Paragraph 3. Amendment of Article VII is hereby amended to add the following sentence: "However, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association 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. All other terms and conditions of the Declaration, except as amended herein, remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control. Capitalized terms used herein and not defined herein have the same meaning as in the Declaration.

16. Large Partnership, Ltd., by the execution of this First Amendment, hereby ratifies and accepts the covenants, conditions, restrictions and easements contained in the Declaration except to the extent amended hereby, to the extent they apply to that portion of the Residential Property owned by Large Partnership, Ltd., as if Large Partnership, Ltd. executed the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed this 18th day of January, 2001.

WILDERNESS RIDGE, L.L.C., a
Nebraska limited liability company

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

By: Thomas E. White
Thomas E. White
President of Development

By: John C. Brager
John C. Brager
President of Construction

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

By: Gerald L. Schleich
Gerald L. Schleich, President

By: **LARGE PARTNERSHIP, LTD.,** a
Nebraska limited partnership, Member

By: Richard L. Large
Richard L. Large, General Partner

LARGE PARTNERSHIP, LTD., a
Nebraska limited partnership

By: *Richard L. Large*
Richard L. Large, General Partner

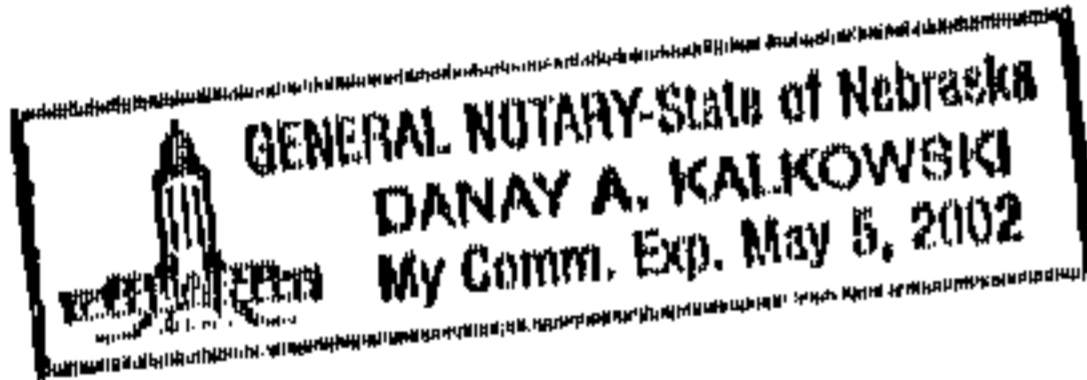
The undersigned City Attorney hereby approves the form of the Declaration and this First Amendment for the limited purpose of conveying maintenance of the Common Facilities to the Association.

Rob B...
Assistant City Attorney

Date: *2-15-01*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

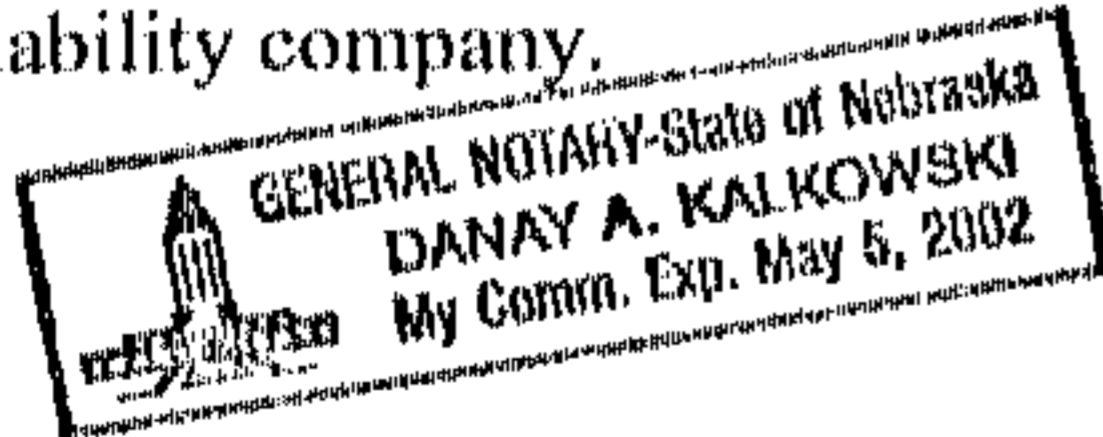
The foregoing was acknowledged before me this *18th* day of January, 2001, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

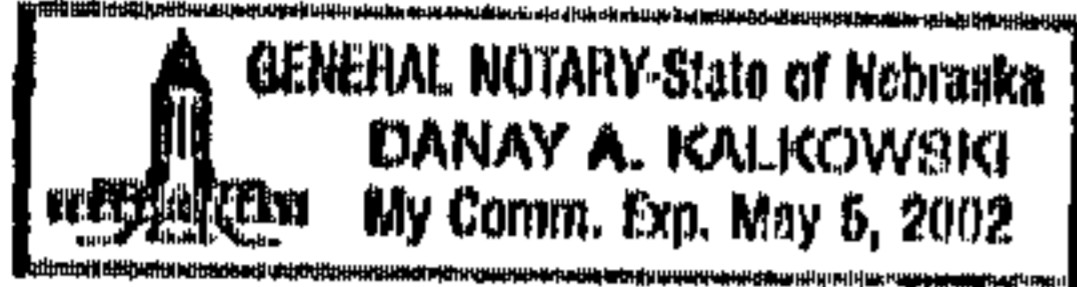
The foregoing was acknowledged before me this *18th* day of January, 2001, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

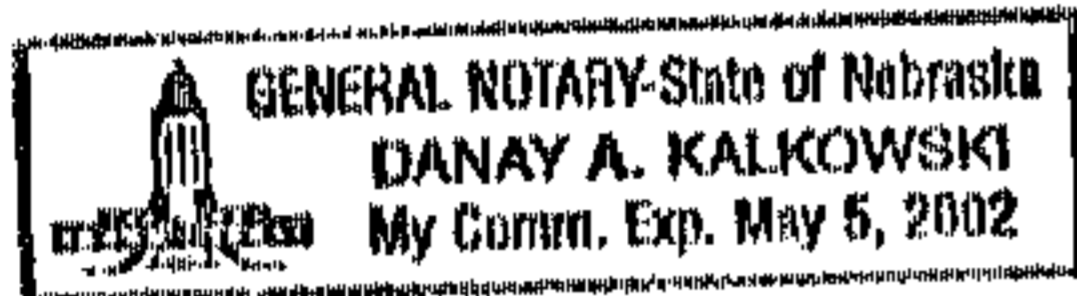
The foregoing was acknowledged before me this 18th day of January, 2001, by Gerald L. Schleich, President of **Southview, Inc.**, a Nebraska, corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

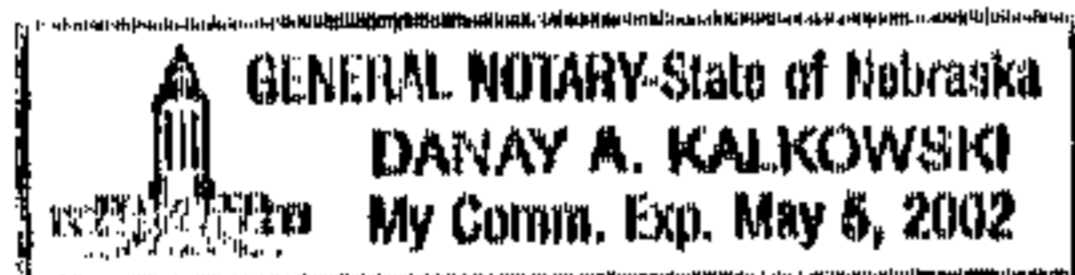
The foregoing was acknowledged before me this 9th day of February, 2001, by Richard L. Large, General Partner of Large Partnership, Ltd., Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 9th day of February, 2001, by Richard L. Large, General Partner of **Large Partnership, Ltd.**, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

EXHIBIT "A"

Residential Property

Lots 1 through 20, and Lots 23 through 65, Block 2;

Lots 1 through 40, Block 3;

Lot 1, Block 5; all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska

Lots 1 and 2, Block 1, Wilderness Ridge 2nd Addition, Lincoln, Lancaster County, Nebraska

Lots 1 through 33, Block 1;

Lots 1 through 22, Block 2;

Lots 1 through 6, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lots 1 through 9, Block 6;

Lot 1, Block 7; and

Outlots "B", "C", "D" and "E"; all located in Wilderness Ridge 3rd Addition, Lincoln, Lancaster County, Nebraska

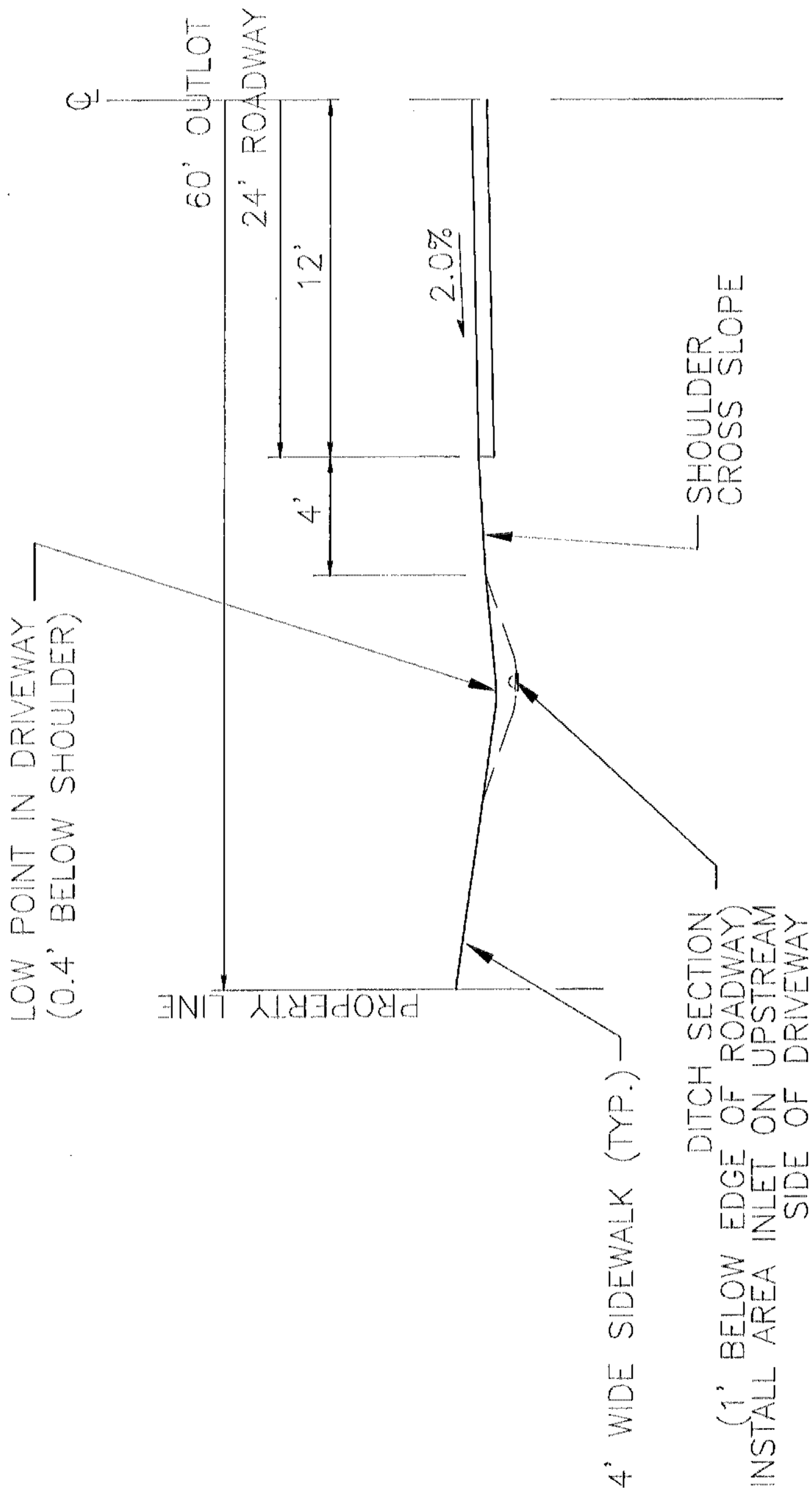


Exhibit "B"

DRIVEWAY CROSS SECTION

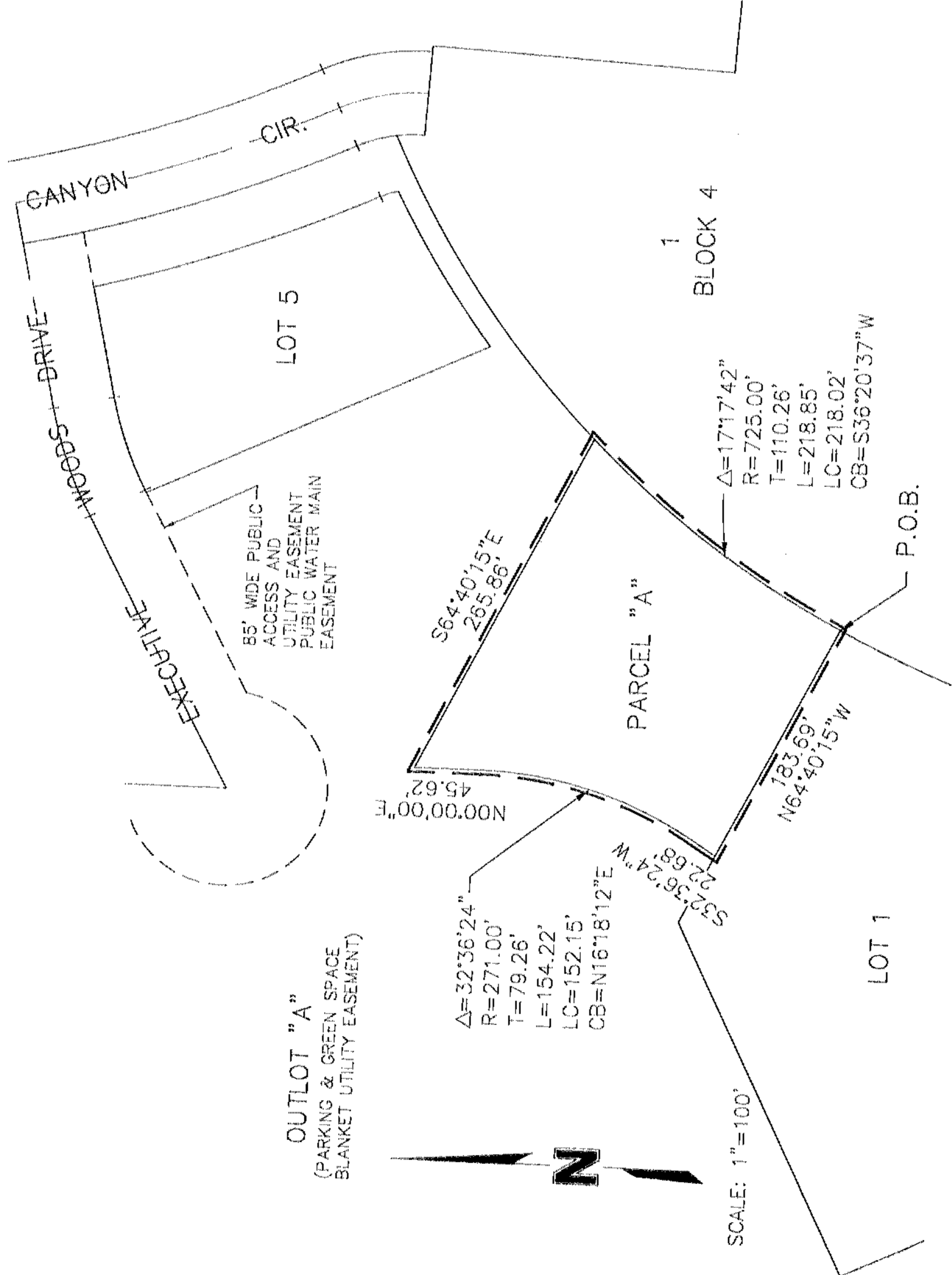
N.T.S.

**LEGAL DESCRIPTION
PARCEL "A"**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", WILDERNESS WOODS OFFICE PARK ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A NORTHEAST CORNER OF LOT 1 WILDERNESS WOODS OFFICE PARK ADDITION, AND **THE TRUE POINT OF BEGINNING**, THENCE ON AN ASSUMED BEARING OF NORTH 64 DEGREES 40 MINUTES 15 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID LOT 1, A DISTANCE OF 183.69 FEET TO A POINT, THENCE NORTH 32 DEGREES 36 MINUTES 24 SECONDS EAST, A DISTANCE OF 22.68 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 271.00 FEET, ARC LENGTH OF 154.22 FEET, DELTA ANGLE OF 32 DEGREES 36 MINUTES 24 SECONDS, A CHORD BEARING OF NORTH 16 DEGREES 18 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 152.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.62 FEET TO A POINT, THENCE SOUTH 64 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 265.86 FEET TO A POINT OF INTERSECTION WITH A SOUTHEAST LINE OF SAID OUTLOT "A", THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 725.00 FEET, ARC LENGTH OF 218.85 FEET, DELTA ANGLE OF 17 DEGREES 17 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 36 DEGREES 20 MINUTES 37 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 218.02 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1.01 ACRES, OR 44,055.38 SQUARE FEET MORE OR LESS.

JULY 11, 2000 (11:22AM)
F:\projects\20000463\mikej\PARCELA.L01



OUTLOT "A"

(PARKING & GREEN SPACE
BLANKET UTILITY EASEMENT)

$\Delta=32^{\circ}36'24''$
 $R=271.00'$
 $T=79.26'$
 $L=154.22'$
 $LC=152.15'$
 $CB=N16^{\circ}18'12''E$

SCALE: 1"=100'



PARCEL "A"

$S64^{\circ}40'15''E$
 $265.86'$

$\Delta=17^{\circ}17'42''$
 $R=725.00'$
 $T=110.26'$
 $L=218.85'$
 $LC=218.02'$
 $CB=S36^{\circ}20'37''W$

P.O.B.

$N64^{\circ}40'15''W$
 $183.69'$

LOT 1

LOT 5

BLOCK 4

WOODS DRIVE

EXECUTIVE

CANYON

CIR.