

786 B-1065 Comp MC-05447  
TYPE Misc PG 577-584 COMP JP JM  
FEE 71.50 OF 1184 LEGL PG 577 EC — P. —

RECEIVED  
APR 7 3 30 PM '93  
RECORDS  
DOUGLAS COUNTY, NE

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CAMBRIDGE ESTATES REPLAT  
LOTS 1 THROUGH 63 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by Pacific Lots, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, The Declarant and the other signatories consenting to this Declaration are the Owners of the following described real property:

Lots 1 through 63, inclusive, of Cambridge Estates Replat, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, all of the above-described real estate has been zoned "R-3" and, therefore, is available for single family use; and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 63, inclusive, of Cambridge Estates Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Lot" shall mean and refer to any one of Lots 1 through 63, inclusive, of Cambridge Estates Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

D. "Declarant" shall mean and refer to PACIFIC LOTS, INC., a Nebraska corporation, its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II.  
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dishes, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic or minor architecture detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee approval.

ARTICLE III.  
RESTRICTIONS FOR RESIDENTIAL UNITS

A. The Lot shall be used only for residential purposes, and no Lot shall contain more than one (1) detached, single family unit.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

1. Each one story house shall have a minimum of 1,800 square feet of Living Area on the main floor, exclusive of garage area.

2. Each one and one-half or two story house shall have a minimum of 2,200 square feet of total Living Area above the basement level, exclusive of garage area.

3. Other house styles not described in 1. and 2. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in the Subdivision in the opinion of the Architectural Control Committee in its sole and absolute discretion.

4. All houses shall, as a minimum, have attached, enclosed, side-by-side garages built at approximately the main level of the house, which must be capable of accommodating at least two (2) standard size automobiles. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

C. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Living Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

D. All buildings shall be located at least thirty five (35) feet from the front Lot line, and a minimum of twenty-five (25) feet from the rear property line. All buildings shall have at least seven (7) feet average sideyards. The minimum setback requirement for the nonfront street exposure is seventeen and one-half (17-1/2) feet from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building. The above provisions parallel the present zoning requirements of the City of Omaha for the Lots. In the event that the zoning requirements for a Lot or Lots are subsequently changed by the City of Omaha to be less restrictive than the present requirements, or in the event a waiver or variance of some of the requirements for a Lot or Lots is granted by the appropriate authority, the Architectural Control Committee shall have the right and authority, but not the obligation, to grant in whole or in part the relaxation of requirements allowed by the zoning changes, waiver or variance, all in the sole and absolute discretion of the Architectural Control Committee.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. Every dwelling shall have at least one fireplace. All exposed fireplace chimneys must be faced with clay fired brick or stone. No furnace flue may protrude more than four (4) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge within four feet of the roof ridge.

G. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the the dwelling. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

I. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes or wood shingles. Each house shall have no less than a 6/12 roof pitch.

J. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

K. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

M. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant lots, where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

T. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

U. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the Subdivision.

V. All driveways shall be constructed of concrete or brick.

W. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the Lot was initiated.

X. No television antenna, no antenna of any kind or nature, and no satellite dish shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision and unless approved by the Architectural Control Committee. No solar collecting panels or equipment and no wind generating power equipment shall be allowed on the Lots.

#### ARTICLE IV. EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to U. S. West Communications and to others, all as set forth in the final plat of the Subdivision as recorded in Douglas County, Nebraska. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

#### ARTICLE V. GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 1st day of April, 1993.

DECLARANT:

PACIFIC LOTS, INC.  
a Nebraska corporation

By: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 1st day of April, 1993 by W. L. Morrison, Jr., President of Pacific Lots, Inc., who acknowledged the same to be the voluntary act and deed of the corporation.

 GENERAL NOTARY-State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 1996

Barbara M. Hammond  
Notary Public

cecoven4  
4/1/93

Cancellation  
of  
Declaration of Covenants, Conditions and Restrictions  
For Cambridge Estates  
Lots 1 Through 39 Inclusive *N/K/A L 1 to 63 Cambridge Estates Replat*

THIS CANCELLATION OF COVENANTS made this 10TH day of MARCH, 1993 by Pacific Lots, Inc., a Nebraska Corporation, W. L. Morrison, Jr. and Barbara M. Morrison, Husband and Wife; G. D. Walsh and Linda J. Walsh, Husband and Wife; Diane M. Poots and Jeffrey L. Poots, Husband and Wife; Raymond L. Huelskamp and Mary E. Huelskamp, Husband and Wife; and Barbara M. Hammond, a single person (herein collectively referred to as the "Property Owners"),

WHEREAS, on May 12, 1992 Pacific Lots, Inc., as the Declarant, recorded a Declaration of Covenants, Conditions and Restrictions for Cambridge Estates, Lots 1 through 39, inclusive, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, in Book 1011, Pages 335 through 340 in the Register of Deed's office of Douglas County, Nebraska (herein referred to as the "Recorded Covenants"),

WHEREAS, said subdivision known as Cambridge Estates is being replatted into different size lots and it becomes necessary to cancel the Recorded Covenants and to record a new set of covenants,

WHEREAS, the Property Owners listed above are the sole owners of all the real property covered by said Recorded Covenants, and

WHEREAS, Article V.B. provides that the Declarant, that is, Pacific Lots, Inc., has the power for a period of five (5) years commencing on May 11, 1992 to amend the Recorded Covenants in its full and absolute discretion,

NOW, THEREFORE, in consideration of one dollar and other valuable consideration, pursuant to the power in Article V.B. of the Recorded Covenants and with all of the owners of real property covered by the Recorded Covenants signing this document, the Recorded Covenants are hereby cancelled as of the date this document is recorded in the office of the Register of Deeds of Douglas County, Nebraska.

Dated the date above written.

RECEIVED

APR 7 3 28 PM '93

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

PACIFIC LOTS, INC., a Nebraska Corporation, Declarant of the Recorded Covenants and a real property owner in the real property covered by the Recorded Covenants

By: W. L. Morrison Jr.  
President

CASH 78353 BK 1065 Comp MC-05447  
TYPE Misc PG 573-574 NO. 10 COMP SCM  
FEE 51.50 OF 100 LEGAL PG. 573 MC FC FV ---

W. L. Morrison, Jr.  
W. L. Morrison, Jr., Husband

Barbara M. Morrison  
Barbara M. Morrison, Wife

G. D. Walsh  
G. D. Walsh, Husband

Linda J. Walsh  
Linda J. Walsh, Wife

Raymond L. Huelskamp  
Raymond L. Huelskamp, Husband

Mary E. Huelskamp  
Mary E. Huelskamp, Wife

Diane M. Poots  
Diane M. Poots, Wife

Jeffrey L. Poots  
Jeffrey L. Poots, Husband

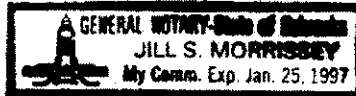
Barbara M. Hammond  
Barbara M. Hammond, a single person

All of the above individual persons are owners of real property in the real property covered by the Recorded Covenants

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30 day of March, 1993 by W. L. Morrison, Jr., President of Pacific Lots, Inc., a Nebraska corporation.

Jill S. Morrissey  
Notary Public





STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30 day of March, 1993 by W. L. Morrison, Jr., Husband.

Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1993 by Barbara M. Morrison, Jr., Wife.

Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1993 by G. D. Walsh, Husband.

Jill S. Morrissey  
Notary Public

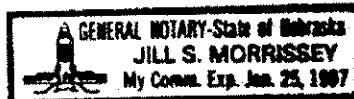
STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1993 by Linda J. Walsh, Wife.

Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 1993 by Diane M. Poots, Wife.

Jill S. Morrissey  
Notary Public

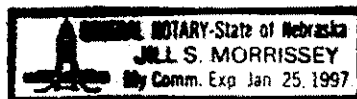
STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF DOUGLAS )



12<sup>th</sup> The foregoing instrument was acknowledged before me this day of March, 1993 by Jeffrey L. Poots, Husband.

Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF DOUGLAS )



16<sup>th</sup> The foregoing instrument was acknowledged before me this day of March, 1993 by Raymond L. Huelskamp, Husband.

Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me this 17 day of March, 1993 by Mary E. Huelskamp, Wife.



Sue Knight  
Notary Public

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30 day of March, 1993 by Barbara M. Hammond, a single person.

Jill S. Morrissey  
Notary Public



Ratification and Consent of Other Property Owners

to the DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CAMBRIDGE ESTATES REPLAT  
LOTS 1 THROUGH 63 INCLUSIVE

THIS RATIFICATION, made on the date hereinafter set forth by the undersigned,

W I T N E S S E T H:

WHEREAS, the undersigned, together with Pacific Lots, Inc. (the "Declarant"), are the sole owners of Lots 1 through 63, inclusive, in Cambridge Estates Replat, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (the "Properties"); and

WHEREAS, the Properties are the subject of a Declaration of Covenants, Conditions and Restrictions dated April 1, 1993 and executed by the Declarant (the "Covenants");

NOW, THEREFORE, the undersigned hereby ratify and consent to the above referenced Covenants.

DATED this 1st day of April, 1993.

W. L. Morrison, Jr.  
W. L. Morrison, Jr.

Barbara M. Morrison  
Barbara M. Morrison

Raymond L. Huelskamp  
Raymond L. Huelskamp

Mary E. Huelskamp  
Mary E. Huelskamp

George D. Walsh  
George D. Walsh

Linda J. Walsh  
Linda J. Walsh

Diane M. Poots  
Diane M. Poots

Jeffrey L. Poots  
Jeffrey L. Poots

Barbara M. Hammond  
Barbara M. Hammond

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )


The foregoing was executed before me this 2 day of April, 1993 by W. L. Morrison, Jr. who acknowledged the same to be his voluntary act and deed.

 GENERAL NOTARY-State of Nebraska  
SUE KNIGHT  
My Comm. Exp. Sept. 23, 1996

Sue Knight  
Notary Public

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

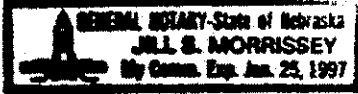
The foregoing was executed before me this 1st day of April, 1993 by Barbara M. Morrison, who acknowledged the same to be her voluntary act and deed.

 GENERAL NOTARY-State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 1996

Barbara M. Hammond  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

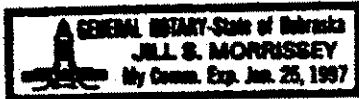
The foregoing was executed before me this 2 day of April, 1993 by Raymond L. Huelkamp, who acknowledged the same to be his voluntary act and deed.



Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

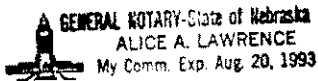
The foregoing was executed before me this 2 day of April, 1993 by Mary E. Huelkamp, who acknowledged the same to be her voluntary act and deed.



Jill S. Morrissey  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

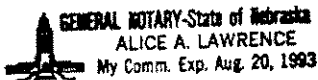
The foregoing was executed before me this 2 day of April, 1993 by George D. Walsh, who acknowledged the same to be his voluntary act and deed.



Alice A. Lawrence  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

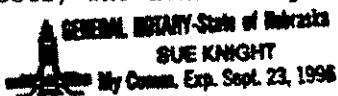
The foregoing was executed before me this 2 day of April, 1993 by Linda J. Walsh, who acknowledged the same to be her voluntary act and deed.



Alice A. Lawrence  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 1 day of April, 1993 by Diane M. Poots, who acknowledged the same to be her voluntary act and deed.



Sue Knight  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

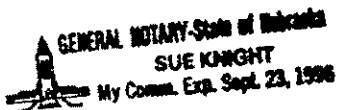
The foregoing was executed before me this 1 day of April, 1993 by Jeffrey L. Poots, who acknowledged the same to be his voluntary act and deed.



Alice A. Lawrence  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing was executed before me this 3 day of April, 1993 by Barbara M. Hammond, who acknowledged the same to be her voluntary act and deed.



Sue Knight  
Notary Public

ceratcov  
04/01/93