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DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS OF  
The Ridges,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

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REGISTRY OF DEEDS  
DOUGLAS COUNTY

This Declaration executed on the date hereinafter set forth is made by The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1 through 259 inclusive, Lots 264, 274, 273, 270, 268, 271 and 272 in The Ridges, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 1 through 259 are herein referred to collectively as the "Residential Lots" and individually as each "Residential Lot".

Lots 264 and 273 are referred to as The Cherry Ridge Pool Lots, singular or plural.

Lots 268, 270, 271 and 272 comprise that property herein referenced as the golf course or Shadow Ridge Golf Course. These lots, comprising the golf course, are included within and bound in all respects by the Covenants set forth relative to the Design Review Board (DRB) inclusive of the requirement of DRB approval of all improvements, structural and landscaping. Nonetheless, these lots (268, 270, 271, and 272) are expressly exempted from all provisions herein relative to Home Owner's Association assessments, dues financial obligations, membership and voting entitlements.

The Residential Lots are situated in The Ridges, a primarily residential subdivision situated northwest of 180th Street and Center Street in Douglas County, Nebraska, and hereinafter referred to as "The Ridges". The Ridges is comprised primarily of the Residential Lots aforescribed and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, The Ridges is a complete and complimentary development including townhomes, commercial and multi-family developments.

Further, The Ridges includes the existing residence on the eastern edge of Sanitary and Improvement District #367, which property is commonly referred to as 1314 South 180th Street, Omaha, Nebraska, legally described as Lots 274, The Ridges, and is presently titled to Ronald and Karma Roots. This specific property is fully improved, including established residence, fully mature trees

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and shrubbery, private pool and perimeter fencing. This property, as it exists, shall be considered as "grandfathered" under the covenants, conditions, restrictions and easements set forth within this Declaration. Nonetheless any additional development, and improvement shall be subject to the intent, purpose and affect of this Declaration, and shall be bound by all dues and assessments established from time to time.

Further, around and throughout The Ridges, there will be a golf course and practice facilities to be known as Shadow Ridge Golf Course. It is Declarant's intention that any provision, limitation, restriction or requirement within this Declaration relating to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure shall be binding upon any owner of Shadow Ridge Golf Course, its successors and assigns.

The Declarant desires to provide for the preservation of the values and amenities of The Ridges, for the maintenance of the character and residential integrity of The Ridges and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of The Ridges. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within The Ridges utilized for landscape easement, pool facilities, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Residential Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Residential Lots, and the enjoyment of the residents of the Residential Lots. These restrictions, covenants, conditions and easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Residential Lot or any part thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

**ARTICLE I**  
**RESTRICTIONS AND COVENANTS**

1. Each Residential Lot shall be used exclusively for single family residential purposes, except Lot #266 and other lots specifically designated by Declarant which shall be utilized for Townhome

development and, except for such Residential Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a common facility for a church, school, swimming pool(s), park or other non profit use.

2. No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Residential Lot, or Shadow Ridge Golf Course nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described required under Article IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.
- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Ridges shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the residential Lots and to protect the value, character and residential quality of all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential

community, the DRB may refuse approval of the proposed Improvement.

- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.

3. All exposed foundation walls must be constructed of or faced with brick or other material approved in writing by the DRB. All foundations shall be constructed of concrete, concrete blocks, brick or stone. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. Notwithstanding the foregoing, the Shadow Ridge Golf Course clubhouse driveway and parking lot may be constructed of asphalt, provided that all curbs, gutters, drainage spillways, and sidewalks are constructed of concrete. All fireplaces shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake shingles, or other material approved in writing by DRB.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Residential Lot except one sign per Residential Lot consisting of not more than eight (8) square feet, advertising the lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Residential Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to The Ridges as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the

Declarant deems acceptable, and such other signage as the Declarant might approve.

5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Residential Lot or on the structures thereon. Subject to express approval of the DRB, including but not limited to, issues of size, color, location and number, exterior television or radio antenna, or satellite dish(es) may be permitted for the limited purpose of servicing the clubhouse facilities for the Shadow Ridge Golf Course. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on any Residential Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Residential Lot. No unused building material, junk, or rubbish shall be left exposed on the Residential Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible. No vehicles, trucks, maintenance equipment, grounds keeping machinery or similar vehicles shall be left exposed on the Shadow Ridge Golf Course property except during actual business hours and during actual use, and then only in as neat and inconspicuous of a manner as is possible.

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Residential Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any residential lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Residential Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets, however, this paragraph 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Residential dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Residential Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road, or Residential Lot. No clothes line shall be

permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

The Association, through its Board of Directors, may adopt for The Ridges a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Association shall have the right to require participation by all lot owners within The Ridges, and to collect the cost thereof through and as part of the annual assessments otherwise provided for within this Declaration.

9. Exterior lighting installed on any Residential Lot or on the golf course property shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Residential Lots.

No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line unless otherwise approved by the DRB. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure unless otherwise approved in writing by the DRB.

Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence is constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

Any residential lot whose property line abuts the Shadow Ridge Golf Course, and whose owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and a design approved by the DRB. Placement, including set back requirements, must be as specified and approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

Any interior lot, (those lots not having a lot line that abuts the golf course or Cherry Ridge pool(s)) whose Owner obtains permission to install a fence, said fence may only be constructed of wood, real or simulated wrought iron of an approved color and design, or vinyl chain link fence of a color and design approved by the DRB.

Any Residential Lot whose property line abuts one of the Cherry Ridge pools, or which property line abuts the pedestrian walkway accessing either Cherry Ridge Pool, and whose Owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and design approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

In all events the construction, placement or erection of any fence or wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided.

10. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

12. Except for those areas designated by Declarant, from time to time, where a five (5) foot to six (6) foot wide serpentine design sidewalk shall be required to be constructed, a public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Residential Lot and upon each street side of each corner Residential Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Residential Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

13. Driveway approaches between the sidewalk and curb on each Residential Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted. Any residence constructed upon the following identified lots shall hereby have restricted entry locations, with the residence and lot's driveway and curb cut entry restricted as specified:

Lots 1 and 8                      Entry allowed off of 182nd Circle only.

No entry allowed off of Shadow Ridge Drive.

- Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.
- Lots 9 and 12      Entry allowed off of 183rd Circle only.  
No entry allowed off of Shadow Ridge Drive.  
Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.
- Lots 108 and 125      Entry allowed off of 186th Circle only.  
No entry allowed off of Shadow Ridge Drive.  
Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.
- Lots 126 and 183      Entry allowed off of 186th Street only.  
No entry allowed off of Shadow Ridge Drive.  
Start of drive curb cut must be held back minimum of 70'-0" south of Shadow Ridge Drive property line.
- Lot 25      Entry allowed off of 184th Circle only.  
No entry allowed off of Shadow Ridge Drive.
- Lot 26      Entry allowed off of 185th Circle only.  
No entry allowed off of Shadow Ridge Drive.
- Lot 27      Entry allowed off of 185th Circle only.  
No entry allowed off of Shadow Ridge Drive.  
No entry allowed off of 184th Circle.
- Lot 28      Entry allowed off of 185th Circle only (north face of lot).



	No entry allowed off of Shadow Ridge Drive.
	No entry allowed off of 184th Circle (west face of lot).
Lot 29 and 30	Entry allowed off of 184th Circle only.
	No entry allowed off of Shadow Ridge Drive.
Lot 120 and 121	Entry allowed off of 187th Circle only.
	No entry allowed off of Shadow Ridge Drive.
Lot 83	Entry allowed off of Woolworth Circle only.
Lot 143	Entry allowed off of 186th Street only.
	No entry allowed off of Lake Ridge Drive.
Lot 144	Entry allowed off of 186th Street only (north face of lot).
	No entry allowed off of Lake Ridge Drive.
	No entry allowed off of 186th Street (east face of lot).
Lot 167	Entry allowed off of 185th Street only.
	No entry allowed off of Lake Ridge Drive.
	No entry allowed off of 186th Street.
Lots 168 thru 171 inclusive	Entry allowed off of 185th Street only.
	No entry allowed off of Lake Ridge Drive.
Lot 184	Entry allowed off of 183rd Circle only (north face of lot).
	No entry allowed off of Lake Ridge Drive.
	No entry allowed off of 183rd Circle (east face of lot).
Lots 219 thru 221 inclusive	Entry allowed off of 182nd Circle only.

No entry allowed off of Lake Ridge Drive.

Lot 222

Entry allowed off of 182nd Circle (north face of lot).

No entry allowed off of Lake Ridge Drive.

No entry allowed off of 183rd Circle.

Lot 223 and 235

Entry allowed off of 182nd Avenue Circle only.

Any residence constructed upon the following identified lots shall hereby have restricted number of curb cuts, with the residence and lot's curb cut location restricted as specified:

Lots 21, 22, 24,  
32, 33, 13, 15,  
16, 17, 18, 20

One drive curb cut allowed only.

Location towards east property line.

Lots 23, 31, 14

One drive curb cut allowed only.

Location towards west property line.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Residential Lot, except for one dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specifications of the dog house and dog run, as Improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure, concealed from public view.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Residential Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Residential Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Residential Lots shall be allowed to reach a height in excess of twelve (12) inches.

16. No Residence shall be constructed on a Residential Lot unless the entire Residential Lot, as originally platted, is owned by one owner of such Residential Lot, except if parts of two or more platted Lots have been combined into one Residential Lot which

is at least as wide as the narrowest Residential Lot on the original plat, and is as large in area as the largest Residential Lot in the original plat.

17. No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Residential Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside The Ridges to any Residential Lot without the written approval of the DRB.

18. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.

19. A residence constructed on a residential lot that is identified immediately thereafter, must be constructed so that its front exposure faces the direction indicated and street specified:

<u>Lot Number</u>	<u>House Front Facing Direction</u>	<u>Street Frontage</u>
1	West	182nd Circle
8	East	182nd Circle
9	Southwest	183rd Circle
12	Northeast	183rd Circle
25-30	Northwest	184th Circle
108	West	186th Circle
125	East	186th Circle
126	East	186th Street
143	North	186th Street
144	North	186th Street
167-171	Northwest	185th Street
183	West	186th Street
219-222	Northeast	182nd Circle
184	Northeast	183rd Circle

20. Any residence constructed within The Ridges, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration, whichever is greater. Any residence constructed upon the following identified lots, within Shadow Lakes Sector of The Ridges, shall be hereby required to have a minimum front property line set back as indicated:

Lots 126-128	60'	Lots 129-130	55'
Lot 131	45'	Lot 132	40'
Lots 133-177	35'	Lot 178	40'
Lot 179	45'	Lots 180-183	50'

**ARTICLE II**  
**HOMEOWNERS ASSOCIATION**

1. **The Association.** Declarant has caused the incorporation of The Ridges Homeowners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of The Ridges, the maintenance of the character and residential integrity of The Ridges, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of The Ridges, including:

- a. The landscaping, improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas; and signs and entrances for The Ridges. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility, or may be required to reside upon specified lots to have access to certain Common Facilities (see Cherry Ridge Lots and Pools, Article III).
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of The Ridges; and, the protection and maintenance of the residential character of The Ridges, as established from time to time by the Declarant.

2. **Membership and Voting.** For purposes of the Home Owner's Association and voting membership entitlements, The Ridges is divided into Two Hundred Sixty (260) separate lots (Lots 1-259, Lot 274) (referred to as the "Lots"). The owner of each Subdivision Lot shall be a member of this Association. For purposes of this Declaration, the term "Owner" of a Subdivision Lot means and refers to the record owner, whether one or more persons or entities, of

fee simple title to the Subdivision Lot, but excluding however those parties having any interest in any of such Subdivision 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). The purchaser of said Subdivision Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Subdivision Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Subdivision Lot, and may not be separated from ownership of each Subdivision Lot.

The Owner of each Subdivision Lot, above defined, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Powers and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near The Ridges.
- c. The option to uniformly paint and maintain the street light poles, on private or public property, street signage, and mail boxes. The uniform color to be utilized shall be as determined, in the normal course of business, by the DRB.

- d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association.
- e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- g. The acquisition, by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities of the Association.
- j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed. Notwithstanding the foregoing, Lots 268, 270, 271 and 272, the Shadow Ridge Golf Course lots, are expressly excluded from any dues and assessments whatsoever under any provisions hereof and through the

actions of the Declarant, the Homeowners Association, or their designee.

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

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon chargeable from date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon chargeable from the date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 of this Article II.

8. Annual Dues. Unless additional assessments have been authorized in accordance with Section 9, below, the annual dues, exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.

9. Additional Assessments. In addition to the annual dues, annually the Declarant or its successors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area related facilities, fixtures and personal property.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may

be abated as to individual Subdivision Lots, as provided in Section 5, above.

11. Cherry Ridge Assessment. Additional assessments, relative to Lots in the "Cherry Ridge" sector of The Ridges, may be made by the action of the Cherry Ridge Pool Committee(s) as deemed necessary to provide for the care, maintenance and support of the two (2) swimming pools to be constructed within the Cherry Ridge sector, upon Lots #264 and #273.

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

13. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the highest legally allowable rate, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Subdivision Lot. The mortgagee of any Subdivision Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

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



**ARTICLE III**  
**SPECIAL COVENANTS FOR LOTS AND POOLS**  
**IN CHERRY RIDGE SECTION; LOTS 1 THRU 107, 264 AND 273.**

1. Declarant shall construct a swimming pool upon Lot 264 and upon Lot 273 for the benefit and use of the owners of Lots 1 thru 107, referenced as Cherry Ridge. Declarant shall construct one swimming pool at such time as there are at least forty (40) residences under construction within Cherry Ridge. Declarant shall construct the second swimming pool at such time as eighty (80) residences are under construction within Cherry Ridge. Upon completion of construction of the pools and facilities, ownership of the pools and facilities shall rest with the Ridges Homeowners Association, subject to the covenants, restrictions and conditions set forth within this Article III.

2. So long as there is only one swimming pool constructed and operational within Cherry Ridge, owners of the Lots 1 thru 107 shall have access to and the benefit of that singular swimming pool.

3. At such time as the swimming pool on both Lot 264 and Lot 273 are constructed and operational, access to and benefit of each pool shall be as follows:

- a. The pool and facilities constructed upon Lot 264 (East Pool) shall be for the exclusive benefit and use of owners of Lots 1 thru 42 and 59 thru 87.
- b. The pool and facilities constructed upon Lots 273 (West Pool) shall be for the exclusive benefit and use of owners of Lots 43 thru 58 and 88 thru 107.

4. Each Lot owner as above specified shall have the right and easement of enjoyment in and to the common area designated as Lots 264 or 273, as applicable, with such right and easement to pass with title to each lot as specified. Access to the pools shall be by pedestrian traffic only upon specially dedicated and constructed walkways throughout the Cherry Ridge Section. The respective pool committees shall adopt and provide for enforcement of the rules and regulations that there shall be allowed no on street parking in Cherry Ridge for purposes of pool use/access nor shall there be permitted cooking/barbecue grills on the pool premises, temporarily or permanently.

5. The Declarant, through the Association, shall authorize the creation and perpetual existence of the Cherry Ridge East Pool Committee and Cherry Ridge West Pool Committee whose function and authority shall be to maintain and regulate the specified pool and facilities aforescribed. The maintenance and regulation of such shall be consistent with the integrity and aesthetics of The Ridges. Any proposed changes, modifications or post-construction

improvements to a pool or its facilities shall be subject to the approval and architectural review of the DRB, in the same manner as Lot improvements, as provided for otherwise within this Declaration.

6. The East Pool Committee and the West Pool Committee shall each be comprised of a minimum of three (3) members. To be a member of a specific Pool Committee, the person must be a Lot owner that is entitled to the use and benefit of that pool. A member of a pool committee shall be elected for a two year term by a vote of the Lot owners entitled to the use and benefit of that pool. Until such time that there are a minimum of fifteen (15) Lot owners entitled to vote for committee members relative to the specific East or West pool, the Declarant shall act as the committee, or at its option, the Declarant shall appoint the committee members.

7. To provide for the maintenance, regulation or post-construction improvement of the specified pool and facilities, the particular pool committee shall have authority to determine capital needs. The particular pool committee shall have authority to and shall assess against all affected Lot owners relative to the specified pool, as delineated in Paragraphs 2 and 3 immediately above, a special annual assessment sufficient to pay for the planned and projected expenditures. Any annual special assessment hereunder shall be payable annually, in advance or other method adopted by the Association. The notice, payment, collection and lien enforcement of any such assessment by the particular pool committee shall occur in the same manner and with the same legal effect as assessments by the Association as provided and specified within this Declaration.

8. The East Pool Committee and the West Pool Committee respectively shall have the right to suspend an owner's voting rights and rights to use the pool and facilities, whether as a member, guest, invitee, or otherwise, for any period during which any pool special assessment against his/her/its Lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published pool rules and regulations.

9. Any owner of a lot may delegate its right of enjoyment to its particular pool and facilities only to the members of its immediate family, tenants or contract purchasers who reside on the property.

10. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Lot owner, family, guest or invitees, the cost of such maintenance or repairs shall be added to and become part of that Lot owner's special assessment.

11. The special assessments provided for within this Article III shall commence, as to the Lots affected, on the first day of

the month following Owner's purchase of a Lot within Cherry Ridge. Until the second swimming pool is constructed and operational, all Lots purchased within Cherry Ridge shall be subject to assessment for the operation and maintenance of the one pool that is constructed and operational.

**ARTICLE IV**  
**DESIGN CONTROL - TO PRESERVE**  
**THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD**

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence, other building, landscaping, plantscaping, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the DRB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the covenants, conditions, restrictions and easements set forth within and throughout this Declaration, and any amendments thereto.

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than five (5) members, who need not be members of the Association. The Declarant shall have the right to appoint all members of the DRB except one (1), or such lesser number as it may choose, as long as it owns at least one lot in The Ridges. One (1) member not appointed by Declarant shall be appointed by SKS, Inc., owner and operator of the Shadow Ridge Golf Course. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in The Ridges, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or

other termination of service of any member thereof, shall be filled by Declarant.

3. Duties of the DRB. The DRB shall have the following duties:

- a. To require submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot in The Ridges. The DRB may also require submission of actual samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in The Ridges and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of Notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.
- c. Provided there are applications to be considered or applications requested to be reconsidered, the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to

another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.

- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and Design Criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures, the topography of each lot and The Ridges in general, and the aesthetic enhancement and benefits provided by the Shadow Ridge Golf Course. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of The Ridges as residential community located within and about a Championship Golf Course, known as Shadow Ridge Golf Course. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the DRB. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and lot purchaser.

Any written Design Criteria issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of

Covenants and as an additional written expression of standards and guidelines to be utilized by the DRB.

- e. Neither the Declarant, the Association, the Board of Directors, the DRB, any member of the DRB, nor any member of the Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot in The Ridges, each owner hereby knowingly and expressly waives any and all Causes of Action for any matters described herein.

#### ARTICLE V

#### GENERAL RELEASE REGARDING GOLF COURSE PROPERTY

Upon acquisition of his/her/its lot, each owner for himself, herself or itself, the members of his or her family, his, her or its guests, or his, her or its invitees, shall be deemed to release and agree never to make a claim against the Declarant, the Developer, the Shadow Ridge Golf Course owners/operators, their successors, heirs, and assigns, and grantees, or any of their officers, directors, stockholders, employees, agent, principals, partners or contractors for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Shadow Ridge Golf Course property, its successors or assigns; and, each of them shall be deemed to have waived any and all claims and causes of action that any of them may have against any such released parties for damages, equitable relief or otherwise.

Each such person shall be deemed to have recognized, known and accepted all the potential, whether perceivable or not, damages, risks, hazards and consequences, generally or specifically inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitations: flying golf balls and other objects, holes, depressions, golf cart paths and pathways, and hazards, large numbers and continuous flow of players and spectators, hours of play, proximities of greens, tees, fairways and other features to residences, yards and streets, inconvenience, lakes, creeks and other waterways, golf carts, water sprinklers and distribution facilities, and the intensive use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including allergy susceptibilities). The doctrines of strict tort liability and private nuisance shall not be applicable to the operation of the Shadow Ridge Golf Course Property and any liabilities with respect thereto, which doctrines shall be deemed to have been expressly waived.

By accepting a deed for a Lot in The Ridges, each such Owner acknowledges and accepts its responsibility and liability for the construction and ongoing maintenance of their Lot so as not to permit the soil erosion thereof, whether by rain, wind, water runoff, in any event to an extent that detracts from the general and specific aesthetics of The Ridges Community, nor which shall or does cause damage to the adjoining golf course or Ridges property.

By accepting a deed for a Lot in The Ridges, each such owner acknowledges and accepts that there may be applied to such lot, and any improvements thereon, restrictive design criteria made relevant by the Lots proximity to the Shadow Ridge Golf Course. Such restrictive design criteria shall include the DRB having the authority to require placement of shatter-proof, or higher grade glass in those windows, doors, skylights of any residence the DRB initially determines, or subsequently determines, is within the frequent flight path of golf balls from Shadow Ridge Golf Course.

ARTICLE VI  
PROPERTY RIGHTS AND EASEMENTS

1. Common Areas. Declarant may, but need not, retain the legal title to any common area or common facility as defined hereinabove under "Preliminary Statement", so long as it owns at least one (1) lot in The Ridges. In any event, the two swimming pools in the Cherry Ridge Section are expressly excluded from being or being defined as common area or common facilities except to the extent their use and benefit is common to the Owner's of Lots within the Cherry Ridge sector of The Ridges.

2. By agreement with the owner of the Shadow Ridge Golf Course property, there shall be granted an easement for use and enjoyment of that facility commonly known as the Lake situated within Lot 272, such lake being adjacent to 180th Street and situated on the Shadow Ridge Golf Course property, for the limited purposes of open water fishing at specifically authorized and designated areas. Ingress and Egress Easements for these purposes shall be appropriately established and recorded. Any stocking of fish in the designated lake shall be the responsibility and liability of the Association. The provision for an owner's release and waiver of liability set forth hereinabove (Article V) shall expressly apply hereto, including acknowledgement of the risks of serious injury or death through drowning. Rules and regulations relative to Owners' use and enjoyment of this easement shall be adopted and published from time to time by joint statement of the Board of Directors of the Association and Owner of the Shadow Ridge Golf Course property.

3. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in The Ridges, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject

however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 29, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

4. Owners Easements of Enjoyment. Every owner of a lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent to and shall pass with title to such lots subject to the following:

- a. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- b. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- c. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;
- d. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- e. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 367 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are there-



after removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

- f. Other easements that are or may be provided for in the final plat of The Ridges inclusive of easements relating to the landscaping areas located within the Ridges Subdivision, which final plat has been filed in the Register of Deeds of Douglas County, Nebraska, (Book 1940, Page 535-539).

By accepting a Deed for Lot(s) 1, 8, 9, 12-20, 21-26, 29-33, 108, 120, 121, 125, 126, 183, each Owner of any such specified lot acknowledges and accepts the existence of a Thirty (30) foot permanent, landscaping and Sidewalk Easement on the lot side abutting Shadow Ridge Drive.

By accepting a Deed for Lot(s) 143, 168-171, 218-221, each Owner of any such specified lot acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the lot side abutting Lake Ridge Drive.

By accepting a Deed for Lots 27 or 28, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which abuts the intersecting streets of Shadow Ridge Drive and 184th Circle.

By accepting a Deed for Lots 144 or 167, the Owner acknowledge and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which abut the intersecting streets of Lake Ridge Drive and 186th Street.

By accepting a Deed for Lots 184 or 222, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscape and Sidewalk Easement on the two sides of the lot which abut the intersecting streets of Lake Ridge Drive and 183rd Street.

By accepting a Deed for Lots 152 and 153, the Owner acknowledges and accepts the existence of a fifteen (15) foot Sight Distance Easement on the lot side abutting 185th Street, as granted to Douglas County S.I.D. #367, whereby no improvements or vegetation, exceeding eighteen (18) inches in height, may be placed.

By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located therein and placed thereon by the Declarant, Douglas County S.I.D. #367, the Home Owners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

ARTICLE VII  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Ridges Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE VIII  
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant states that there will be constructed, operated and maintained a golf course and a practice facility around and throughout The Ridges community to initially be known as Shadow Ridge Golf Course. The Shadow Ridge Golf Course property shall be subject to all provisions of this Declaration relative to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure or exterior improvement, inclusive of maintenance buildings and fences.

2. Declarant anticipates that the proximity of the Residential Lots to the Shadow Ridge Golf Course will enhance the desirability and value of the Residential Lots to purchasers and their successors and assigns. Nevertheless, it shall be legally

assumed that purchasers and owners of the Residential Lots are aware that: (i) golfers will from time to time hit golf balls from the Shadow Ridge Golf Course onto the Residential Lot common areas, greenbelts, streets and public right-of-way areas; and (ii) normal operation and maintenance of the Shadow Ridge Golf Course will involve operation of mowers and other power equipment during the evening and early morning hours.

3. Declarant hereby declares, grants and establishes easements on the Residential Lots in favor of the grantees (defined below) for: (i) intrusion of errant shots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. Notwithstanding errant golf shots, golfers do not, nor have been granted, any rights of access or trespass to a lot owner's property for purposes of golf ball retrieval.

4. The easements granted in this Article are for the use and benefit of the owner of the Shadow Ridge Golf Course property, its successors and assigns in ownership of the golf course, and any lessee, licensee, permittee, or invitee of the owner of the Shadow Ridge Golf Course property, (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or practice facility on the area designated, and any golfer who is duly authorized to play golf on the Shadow Ridge Golf Course.

5. No Grantee shall have any liability, obligation or expense to the owner of an Adjacent Lot in respect to any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto an Adjacent Lot; or (ii) hit in violation of the rules established by an operator of Shadow Ridge Golf Course or practice facility. By accepting title to a Residential Lot, each owner hereby covenants that it will not sue any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future.

6. The owner of Shadow Ridge Golf Course may from time to time change the configuration and layout of the golf course or driving range. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Residential Lot. Nonetheless, no owner of any Residential Lot shall have any right to object to, or in any manner limit changes to the golf course and the easements granted in this Article shall remain fully effective as to all of the Residential Lots after such changes.

7. Shadow Ridge Golf Course is private property. Owner of Residential Lots and their invitees shall comply with all the rules and regulations of the operator of Shadow Ridge Golf Course relating to use of and play of the golf course.

ARTICLE IX  
GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Residential Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, a Nebraska general partnership, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from this date or so long as Declarant shall own a Lot in the Ridges which ever shall last occur. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Residential Lots covered by this Declaration.

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

4. Invalidation of any covenant or provision herein by judgment or court order shall in no way affect 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 15 day of February, 1993.

The Ridges LIMITED PARTNERSHIP, a Nebraska Limited Partnership, By and through Ridges Corporation, General Partner, the "Declarant",

By: Cheryl W. Rennels

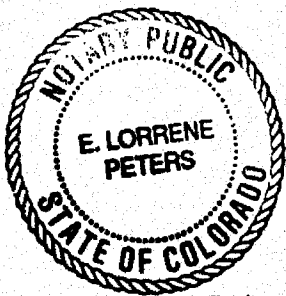
Title: Chairman of the Board of Ridges Corporation, General Partner

STATE OF Colorado  
COUNTY OF Larimer

)  
) ss.  
)

On this 15 day of February, 1993, before me a notary public, came and appeared Cheryl W. Rennels, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Cheryl W. Rennels did state that she was duly authorized in her capacity as President of Ridges Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision in Douglas County, Nebraska; and, did state that she had read and was fully advised of the contents thereof; and, that such were executed in her office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

E. Lorrene Peters  
Notary Public



My Commission Expires  
2-11-94

02/09/93  
tjm/ridges/declarat



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GEORGE J. WENICZ  
REGISTERED  
DOUGLAS COUNTY

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE RIDGES,

## A Subdivision in Douglas County, Nebraska

The Amendments to the Declaration afore-titled are executed on the date hereafter set forth and are made by the Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges Corporation, A Nebraska corporation, General Partner, hereinafter and in the previously filed Declaration referred to as "Declarant".

### Preliminary Statement

The original Declaration of Covenants, Conditions, Restrictions and Easements aforementioned were filed in miscellaneous records of the office of the Register of Deeds, Douglas County, Nebraska at Book 1058, Page 568 through 596. These amendments are supplemental to the original Declaration file; and, to the extent these Amendments contradict or otherwise conflict with the originally filed Declarations, these Amendments shall nonetheless supersede the original provisions. To the full extent that these Amendments do not contradict nor conflict with the originally filed Declaration, such original Declaration of Covenants, Conditions, Restrictions and Easements shall remain in full force and effect and be unaffected herein.

These Amendments are promulgated and adopted pursuant to the express provisions of the originally filed Declaration of Covenants, Conditions, Restrictions and Easements aforereferenced, as such unconditional right to amend is set forth under the originally filed Declaration at Article IX, GENERAL PROVISION, Paragraph 2.

1. Within Article I, RESTRICTION AND COVENANT, of the originally filed Declaration, certain of the provisions within paragraph 9 thereof are amended to provide the following:
  - a. Any residential lot which property line abuts the Shadow Ridge Golf Course, either Cherry Ridge pool, or is within any of the developments known as Shadow Ridge Estates, Cherry Ridge or South Pine Point, and which lot owner obtains permission to install a fence, said fence may only be constructed of simulated or real wrought iron material, black in color and of the design currently approved and adopted by the DRB. In no event will fencing of wood or any other material be considered, accepted, nor approved, with the exception of the permissible 500 square feet of privacy area immediately adjacent to the rear of the residential structure as otherwise described within the Declaration. Placement, including setback requirements, must be specified and approved by the DRB. Any additional lot line then fenced must also be of the same black, simulated or real, wrought iron.
  - b. Any interior lot, other than those interior lots within the developments known as Shadow Ridge Estates, Cherry Ridge and South Pine Point,

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which lot owner obtains permission to install a fence, said fence may only be constructed of black vinyl chain link fence, or real or simulated black wrought iron of the design currently approved and adopted by the DRB.

2. That relative to Article IX, GENERAL PROVISIONS, of the original Declaration, the following amendments are made:
  - a. Declarant, or its successor or assign, may designate, within the five (5) year period referenced in paragraph 2 or Article IX, GENERAL PROVISIONS, of the original Declaration, to cause any one or more of the residential developments within the Ridges (i.e., Shadow Ridge Estates, Cherry Ridge, Crimson Ridge, Shadow Lakes, Clubside, South Pine Point, etc.) to be a "gated community" access to which shall be controlled by security gates and determined security access parameters and apparatus. The particular design, placement and construction of the gated fencing and apparatus shall be subject to approval by the DRB. The cost of designing, constructing, operation and maintenance of the gated community apparatus and features shall be borne by the residential lots and residents' owners located within the parameters of the gated community. The Declarant's right to unilaterally determine and designate a residential development to be a gated community shall terminate at such time that the Declarant holds title to less than 50% of the residential lots within that particular residential development (i.e., Shadow Ridge Estates, Cherry Ridge, Crimson Ridge, Shadow Lakes, South Pine Point, Whispering Pines, Double Creek, etc.). Thereafter, upon the 75% favorable vote of the residential lot owners within that particular residential development, the same shall be made into a "gated community."
  - b. Declarant shall construct a community swimming pool within the Ridges in an area designated as a recreation area immediately South of Center Ridge Drive and bordered by 184th Circle to the East and 186th Circle to the West. The construction of such swimming pool shall be partially funded by membership bonds, which bonds shall be fully transferable and assignable, except as conditioned hereafter. Access and use of such community pool shall be restricted to those persons, including immediate family:
    - i. who purchase a construction bond;
    - ii. who are residents of The Ridges residential development, the Spring Ridge residential development, or members of the Shadow Ridge Golf Course; and
    - iii. who, at the commencement of each calendar year, pay the annual community pool maintenance and operation assessment, as determined and assessed annually by the Community Pool Committee.



Membership to the Community Pool shall be only for access to and use of the pool and attached changing/dressing area, as located within The Ridges recreational area.

Payment of the annual maintenance and operation assessment shall be due within 30 days of receipt of Notice of Assessment from the Community Pool Committee or The Ridges Homeowners Association. The construction bond shall have noted on the face thereof, its being subject to reduction in face value, for transfer and assignment purposes, of an amount equal to any unpaid annual assessment(s). Notwithstanding this remedy, access and use of the community pool shall be denied to any member, and immediate family, who fails to pay the annual assessment.

The Declarant, through the Association, shall authorize the creation and perpetual existence of the Community Pool Committee, whose function and authority shall be to maintain and regulate the pool and attached facilities, inclusive of determination of an annual budget and assessment to members for the payment thereof. The maintenance and regulation of such shall be consistent with the integrity and aesthetics of The Ridges. The Community Pool Committee shall be comprised of five (5) members. A member of the committee shall be elected for a two year term by a vote of the members. Until such time that there are a minimum of thirty (30) members, the Declarant shall act as the committee, or at Declarant's option, Declarant shall either appoint the committee members or assign its rights to The Ridges Homeowners Association.

The maintenance and regulation of the community pool shall be consistent with the integrity and aesthetics of The Ridges. Any proposed changes, modifications or post construction improvements to the community pool or its facilities shall be subject to the approval and architectural review of the DRB, in the same manner as lot improvements as otherwise provided for within the originally filed Declaration.

Relative to Article III, SPECIAL COVENANTS FOR LOTS AND POOLS IN CHERRY RIDGE SECTION; LOTS I THROUGH 107, 264 AND 273, certain of the provisions therein are hereby amended to provide the following:

1. That notwithstanding the existence of two (2) separate pools (i.e., East and West), there shall exist but one (1) combined annual budget for consideration and adoption by a singular Cherry Ridge Pool Committee, with the annual assessment discussed within the originally filed Declaration to be a like and equal assessment as to each and every residence/residential lot within Cherry Ridge.

This singular Cherry Ridge Pool Committee shall be comprised of six members, three (3) being residential lot owners within Lots 1 through 42 and 59 through 87 (East Pool) and three (3) being residential lot owners within Lots 43 and 58 and 88 through 107 (West Pool). A quorum shall be four (4)





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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
THE RIDGES REPLAT II**

Formerly Lots 210, 211, 215, 216, 217, 218, 261, 262, 263, 265  
The Ridges

GEORGE J. SUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Nov 14 12 32 PM '94

This Declaration, executed on the date last written below, is made by Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges Corporation, a Nebraska corporation, General Partner, hereinafter referred to as "Declarant".

**Preliminary Statement**

The Declarant is the owner of certain real property located within Douglas County, SID #367, Nebraska, and as legally described as follows:

Lots 1 through 231 inclusive, Outlots A-D, The Ridges Replat II, a subdivision in SID #367, as surveyed, platted and recorded in Douglas County, Nebraska

Lots 1 through 227 are herein referred to collectively as the "Residential Lots" and individually as each "Residential Lot." Lot 229 is herein referred to as "Recreational Lot." The Residential Lots and Recreational Lot are collectively referred to as "Lots".

The Lots are situated in The Ridges, a primarily residential subdivision situated northwest of 180th Street and Center Street in Douglas County, Nebraska, and hereinafter referred to as "The Ridges." The Ridges is comprised primarily of Residential Lots and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots." Additionally, The Ridges is a complete and complimentary development including townhomes, commercial and multi-family developments.

The Declarant desires to provide for the preservation of the values and amenities of The Ridges, for the maintenance of the character and residential integrity of The Ridges and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right-of-ways for the use and enjoyment of the residents of The Ridges. Declarant hereby defines and clarifies that throughout these Covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within The Ridges utilized for landscape easements, pool facilities, recreational activities, sidewalks, pedestrian easements, even though such uses and may not include and may expressly limit and prohibit rights of access and use.

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**NOW, THEREFORE**, the Declarant hereby declares that each and all of the Residential Lots shall be held, sold land conveyed subject to the following Covenants, Conditions, Restrictions and Easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Residential Lots, and the enjoyment of the resident of the Residential Lots. These Covenants, Conditions, Restrictions and Easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title, or interest in each Residential Lot or any part thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following Covenants, Conditions, Restrictions and Easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein.

### **ARTICLE I**

#### **Inclusion and Adoption by Incorporation and Reference**

That previous hereof, Declarant executed the Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges and caused the same to be recorded against The Ridges with the Douglas County Register of Deeds, relative to certain, previously platted lots of The Ridges, as recorded at Book 1058, Page 568, et seq. A true and exact copy of said Declaration of Covenants, Conditions, Restrictions and Easement of The Ridges, is attached hereto as Exhibit "A" and is incorporated herein in its entirety by this reference as if fully set forth herein verbatim.

In addition, Declarant executed an Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges and caused the same to be recorded against The Ridges with the Douglas County Register of Deeds, relative to certain, previously platted lots of The Ridges, as recorded at Book 1132, Page 96, et seq. A true and exact copy of said Amendment to Declaration of Covenants, Conditions, Restrictions and Easement of The Ridges, is attached hereto as Exhibit "B" and is incorporated herein in its entirety by this reference as if fully set forth herein verbatim.

That to the extent that express provisions hereof do not expressly contradict, modify, amend or delete the same, such Declaration filed at Book, 1058, Pages 568 et seq., and Amendment to Declaration filed at Book, 1132, Pages 96, et seq. shall control and be applicable hereto.

**ARTICLE II**

**Additional Provisions, Modifications, Amendments**

1. Any residential lot within the development of Double Creek Estates (Lots 198-227), and which lot owner obtains permission to install a fence, said fence may only be constructed of simulated or real wrought iron material, black in color, and of the design currently approved and adopted by the DRB. In no event will fencing of wood or any other material be considered accepted nor approved, with the exception of the permissible 500 square feet of privacy area immediately adjacent to the rear of a residential structure as otherwise described within the Declaration. All other lots may be constructed of simulated or real wrought iron fence, black in color, and of the design currently approved and adopted by the DRB or black vinyl chain link fence.

2. Any residence constructed upon the following identified lots shall hereby have restricted entry locations, with the residence and lots driveway and curb entry restricted as specified:

- Lots 2-10                      Entry allowed off of 181st Circle only
- Lot 43                              Entry allowed off of 182nd Circle (south face of lot) only
- Lot 37                              Entry allowed off of 181st Circle cul de sac only
- Lots 2-10, 43-47, 72, 84-94, and 191      No entry allowed off of Center Ridge Drive
- Lots 52, 57, 60 and 65              Entry allowed off of 182nd Circle cul de sac only
- Lot 72                              Entry allowed off of 182nd Circle only
- Lots 84-94                      Entry allowed off of 183rd Circle only
- Lots 143 and 191              Entry allowed off of Dupont Circle only
- Lots 144-147                      Entry allowed off of cul de sac only
- Lot 202                              Entry allowed off of 189th Circle cul de sac only
- Lot 221                              Entry allowed off of 190th Circle only
- Lot 198                              Entry allowed off of 189th Circle only

3. All residences constructed on a Residential Lot that is identified immediately thereafter must be constructed so that its front exposure faces the direction indicated and street specified:

<u>Lot Number</u>	<u>House Front Facing Direction</u>	<u>Street Frontage</u>
Lot 43	South	182nd Circle
Lot 72	East	182nd Circle
Lot 84	South	184th Circle
Lot 198	South	189th Circle
Lot 221	East	190th Circle
Lots 224-227	East	189th Circle

4. Lots 4, 5, 20, 21, 27, 28, 31, 32, 38, 39, 62, 63, 81, 82, 104, 105, 112, 113, 164, 165, 182, 183 shall be subject to an easement providing for ingress and egress relative to the enjoyment and use of Common Facilities for use of the residents of The Ridges and members of the Ridges Homeowners Association.

5. By accepting a Deed for Lots 1-10, 43-47, 72, 84-94, each Owner of such lot acknowledges and accepts the existence of a thirty (30) foot permanent landscaping and sidewalk easement on the lot side abutting Center Ridge Drive. By accepting a Deed for Lots 198-201 and 221, each Owner of such lot acknowledges and accepts the existence of a thirty (30) foot permanent landscaping and sidewalk easement on the lot side abutting Shadow Ridge Drive. By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located therein and place thereon by the Declarant, Douglas County SID #367, the Homeowners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

6. By accepting a Deed for Lots 1-227, each Owner acknowledges the following:

- a. The golf course being developed within and about The Ridges, and in immediate proximity to the various lots hereunder, is separately owned and operated; and, that the purchase of the property hereunder does not include golf course membership, nor accessibility. Purchaser acknowledges that it is merely the proximity of the golf course to the lot(s) referenced hereunder that provides a certain aesthetic as well as the potential for economic

enhancement value, without any legal or equitable entitlement, right or interest therein and thereto.

- b. The future construction and existence of a Community Recreational Center on Lot 229. Such Recreational Center may include but is not required to have facilities for parking, tennis, swimming pool, playground, basketball, volleyball, picnic tables and other similar activities, all of which shall be lighted.
- c. Lots 121 and 160 are immediately adjacent to the intended building/construction site for the Community Recreation Center to be located on Lot 229.
- d. Purchaser expressly waives and releases any right or entitlement to interpose or claim any objection to the issuance of building permits and the actual construction of the Community Recreation Center as described. Purchase waives and releases, by its execution hereof, all claims, legal or equitable, including, but not limited to, diminution in value, interference with peaceful enjoyment, breach of contract, express or implied, invasion of privacy, air/space, line of sight, that may be suffered or incurred, in fact or as alleged.

7. Any residence constructed within The Ridges, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration, whichever is greater. Any residence constructed upon the following identified lots, within Crimson Ridge sector of The Ridges, shall be hereby required to have a minimum front property line set back as indicated:

Lots 21-25                      25'

8. By accepting a Deed for Lots 166-171, and 219-221, each Owner acknowledges and accepts the existence of a lake that potentially adjoins the rear lot line of each lot. It is the owner's responsibility for erosion control and any underground or above ground water seepage or drainage to or from the lake.

9. Owners of Lots 1-227, The Ridge Replat II, shall be members of The Ridges Homeowners Association and be bound by its terms and conditions as set forth in Exhibits A and B, attached hereto and incorporated herein, establishing the Association.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 31 day of October, 1994.

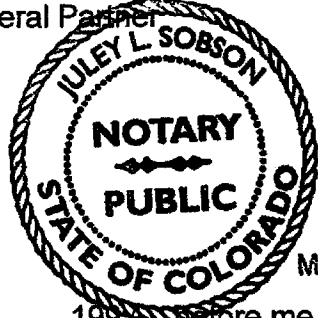


The Ridges LIMITED PARTNERSHIP,  
a Nebraska Limited Partnership, By and  
through Ridges Corporation, General  
Partner, the "Declarant";

By: *Cheryl W Rennels*  
Cheryl W Rennels

Title: *Chairman of the Board*  
of Ridges Corporation,  
General Partner

STATE OF Colorado )  
                                      ) ss.  
COUNTY OF Larimer )



My Commission Expires 1/13/1998

On this 31st day of October, 1994, before me a notary  
public, came and appeared Cheryl W. Rennels, President of Ridges Corporation,  
General Partner of The Ridges Limited Partnership, a Nebraska Limited  
Partnership, and having personally appeared before me, Cheryl W. Rennels did  
state that she was duly authorized in her capacity as President of Ridges  
Corporation, General Partner, to execute the foregoing Declaration of  
Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision  
in Douglas County, Nebraska; and, did state that she had read and was fully  
advised of the contents thereof; and, that such were executed in her office and  
capacity as President; and, such execution did constitute the free, voluntary and  
authorized act of the corporation as General Partner of The Ridges Limited  
Partnership, a Nebraska Limited Partnership.

*Juley L. Sobson*  
Notary Public

Box 35  
EA

RECORDED BY  
SECURITY LAND TITLE COMPANY

BOOK 1058 PAGE 568

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Box 35

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DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS OF  
The Ridges,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

FEB 18 1 21 PM '93

GEORGE J. WOODLEY JR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

This Declaration executed on the date hereinafter set forth is made by The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1 through 259 inclusive, Lots 264, 274, 273, 270, 268, 271 and 272 in The Ridges, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 1 through 259 are herein referred to collectively as the "Residential Lots" and individually as each "Residential Lot".

Lots 264 and 273 are referred to as The Cherry Ridge Pool Lots, singular or plural.

Lots 268, 270, 271 and 272 comprise that property herein referenced as the golf course or Shadow Ridge Golf Course. These lots, comprising the golf course, are included within and bound in all respects by the Covenants set forth relative to the Design Review Board (DRB) inclusive of the requirement of DRB approval of all improvements, structural and landscaping. Nonetheless, these lots (268, 270, 271, and 272) are expressly exempted from all provisions herein relative to Home Owner's Association assessments, dues financial obligations, membership and voting entitlements.

The Residential Lots are situated in The Ridges, a primarily residential subdivision situated northwest of 180th Street and Center Street in Douglas County, Nebraska, and hereinafter referred to as "The Ridges". The Ridges is comprised primarily of the Residential Lots aforescribed and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, The Ridges is a complete and complimentary development including townhomes, commercial and multi-family developments.

Further, The Ridges includes the existing residence on the eastern edge of Sanitary and Improvement District #367, which property is commonly referred to as 1314 South 180th Street, Omaha, Nebraska, legally described as Lots 274, The Ridges, and is presently titled to Ronald and Karma Roots. This specific property is fully improved, including established residence, fully mature trees

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EXHIBIT "A"

and shrubbery, private pool and perimeter fencing. This property, as it exists, shall be considered as "grandfathered" under the covenants, conditions, restrictions and easements set forth within this Declaration. Nonetheless any additional development, and improvement shall be subject to the intent, purpose and affect of this Declaration, and shall be bound by all dues and assessments established from time to time.

Further, around and throughout The Ridges, there will be a golf course and practice facilities to be known as Shadow Ridge Golf Course. It is Declarant's intention that any provision, limitation, restriction or requirement within this Declaration relating to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure shall be binding upon any owner of Shadow Ridge Golf Course, its successors and assigns.

The Declarant desires to provide for the preservation of the values and amenities of The Ridges, for the maintenance of the character and residential integrity of The Ridges and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of The Ridges. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within The Ridges utilized for landscape easement, pool facilities, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Residential Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Residential Lots, and the enjoyment of the residents of the Residential Lots. These restrictions, covenants, conditions and easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Residential Lot or any part thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each Residential Lot shall be used exclusively for single family residential purposes, except Lot #266 and other lots specifically designated by Declarant which shall be utilized for Townhome

development and, except for such Residential Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a common facility for a church, school, swimming pool(s), park or other non profit use.

2. No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Residential Lot, or Shadow Ridge Golf Course nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described required under Article IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.
- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Ridges shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the residential Lots and to protect the value, character and residential quality of all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential

community, the DRB may refuse approval of the proposed Improvement.

- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.

3. All exposed foundation walls must be constructed of or faced with brick or other material approved in writing by the DRB. All foundations shall be constructed of concrete, concrete blocks, brick or stone. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. Notwithstanding the foregoing, the Shadow Ridge Golf Course clubhouse driveway and parking lot may be constructed of asphalt, provided that all curbs, gutters, drainage spillways, and sidewalks are constructed of concrete. All fireplaces shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake shingles, or other material approved in writing by DRB.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Residential Lot except one sign per Residential Lot consisting of not more than eight (8) square feet, advertising the lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Residential Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to The Ridges as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the

Declarant deems acceptable, and such other signage as the Declarant might approve.

5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Residential Lot or on the structures thereon. Subject to express approval of the DRB, including but not limited to, issues of size, color, location and number, exterior television or radio antenna, or satellite dish(es) may be permitted for the limited purpose of servicing the clubhouse facilities for the Shadow Ridge Golf Course. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on any Residential Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Residential Lot. No unused building material, junk, or rubbish shall be left exposed on the Residential Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible. No vehicles, trucks, maintenance equipment, grounds keeping machinery or similar vehicles shall be left exposed on the Shadow Ridge Golf Course property except during actual business hours and during actual use, and then only in as neat and inconspicuous of a manner as is possible.

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Residential Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any residential lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Residential Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets, however, this paragraph 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Residential dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Residential Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road, or Residential Lot. No clothes line shall be

permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

The Association, through its Board of Directors, may adopt for The Ridges a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Association shall have the right to require participation by all lot owners within The Ridges, and to collect the cost thereof through and as part of the annual assessments otherwise provided for within this Declaration.

9. Exterior lighting installed on any Residential Lot or on the golf course property shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Residential Lots.

No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line unless otherwise approved by the DRB. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure unless otherwise approved in writing by the DRB.

Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence is constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

Any residential lot whose property line abuts the Shadow Ridge Golf Course, and whose owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and a design approved by the DRB. Placement, including set back requirements, must be as specified and approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

Any interior lot, (those lots not having a lot line that abuts the golf course or Cherry Ridge pool(s)) whose Owner obtains permission to install a fence, said fence may only be constructed of wood, real or simulated wrought iron of an approved color and design, or vinyl chain link fence of a color and design approved by the DRB.

Any Residential Lot whose property line abuts one of the Cherry Ridge pools, or which property line abuts the pedestrian walkway accessing either Cherry Ridge Pool, and whose Owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and design approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

In all events the construction, placement or erection of any fence or wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided.

10. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

12. Except for those areas designated by Declarant, from time to time, where a five (5) foot to six (6) foot wide serpentine design sidewalk shall be required to be constructed, a public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Residential Lot and upon each street side of each corner Residential Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Residential Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

13. Driveway approaches between the sidewalk and curb on each Residential Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted. Any residence constructed upon the following identified lots shall hereby have restricted entry locations, with the residence and lot's driveway and curb cut entry restricted as specified:

- Lots 1 and 8                      Entry allowed off of 182nd Circle only.
- No entry allowed off of Shadow Ridge Drive.



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Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 9 and 12

Entry allowed off of 183rd Circle only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 108 and 125

Entry allowed off of 186th Circle only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 126 and 183

Entry allowed off of 186th Street only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 70'-0" south of Shadow Ridge Drive property line.

Lot 25

Entry allowed off of 184th Circle only.

No entry allowed off of Shadow Ridge Drive.

Lot 26

Entry allowed off of 185th Circle only.

No entry allowed off of Shadow Ridge Drive.

Lot 27

Entry allowed off of 185th Circle only.

No entry allowed off of Shadow Ridge Drive.

No entry allowed off of 184th Circle.

Lot 28

Entry allowed off of 185th Circle only (north face of lot).

- No entry allowed off of Shadow Ridge Drive.
- No entry allowed off of 184th Circle (west face of lot).
- Lot 29 and 30      Entry allowed off of 184th Circle only.
- No entry allowed off of Shadow Ridge Drive.
- Lot 120 and 121      Entry allowed off of 187th Circle only.
- No entry allowed off of Shadow Ridge Drive.
- Lot 83      Entry allowed off of Woolworth Circle only.
- Lot 143      Entry allowed off of 186th Street only.
- No entry allowed off of Lake Ridge Drive.
- Lot 144      Entry allowed off of 186th Street only (north face of lot).
- No entry allowed off of Lake Ridge Drive.
- No entry allowed off of 186th Street (east face of lot).
- Lot 167      Entry allowed off of 185th Street only.
- No entry allowed off of Lake Ridge Drive.
- No entry allowed off of 186th Street.
- Lots 168 thru 171 inclusive      Entry allowed off of 185th Street only.
- No entry allowed off of Lake Ridge Drive.
- Lot 184      Entry allowed off of 183rd Circle only (north face of lot).
- No entry allowed off of Lake Ridge Drive.
- No entry allowed off of 183rd Circle (east face of lot).
- Lots 219 thru 221 inclusive      Entry allowed off of 182nd Circle only.

- No entry allowed off of Lake Ridge Drive.
- Lot 222                      Entry allowed off of 182nd Circle (north face of lot).
- No entry allowed off of Lake Ridge Drive.
- No entry allowed off of 183rd Circle.
- Lot 223 and 235            Entry allowed off of 182nd Avenue Circle only.

Any residence constructed upon the following identified lots shall hereby have restricted number of curb cuts, with the residence and lot's curb cut location restricted as specified:

- Lots 21, 22, 24,            One drive curb cut allowed only.
- 32, 33, 13, 15,            Location towards east property line.
- 16, 17, 18, 20
- Lots 23, 31, 14            One drive curb cut allowed only.
- Location towards west property line.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Residential Lot, except for one dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specifications of the dog house and dog run, as Improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure, concealed from public view.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Residential Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Residential Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Residential Lots shall be allowed to reach a height in excess of twelve (12) inches.

16. No Residence shall be constructed on a Residential Lot unless the entire Residential Lot, as originally platted, is owned by one owner of such Residential Lot, except if parts of two or more platted Lots have been combined into one Residential Lot which

is at least as wide as the narrowest Residential Lot on the original plat, and is as large in area as the largest Residential Lot in the original plat.

17. No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Residential Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside The Ridges to any Residential Lot without the written approval of the DRB.

18. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.

19. A residence constructed on a residential lot that is identified immediately thereafter, must be constructed so that its front exposure faces the direction indicated and street specified:

<u>Lot Number</u>	<u>House Front Facing Direction</u>	<u>Street Frontage</u>
1	West	182nd Circle
8	East	182nd Circle
9	Southwest	183rd Circle
12	Northeast	183rd Circle
25-30	Northwest	184th Circle
108	West	186th Circle
125	East	186th Circle
126	East	186th Street
143	North	186th Street
144	North	186th Street
167-171	Northwest	185th Street
183	West	186th Street
219-222	Northeast	182nd Circle
184	Northeast	183rd Circle

20. Any residence constructed within The Ridges, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration; whichever is greater. Any residence constructed upon the following identified lots, within Shadow Lakes Sector of The Ridges, shall be hereby required to have a minimum front property line set back as indicated:

Lots 126-128	60'	Lots 129-130	55'
Lot 131	45'	Lot 132	40'
Lots 133-177	35'	Lot 178	40'
Lot 179	45'	Lots 180-183	50'

ARTICLE II  
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of The Ridges Homeowners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of The Ridges, the maintenance of the character and residential integrity of The Ridges, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of The Ridges, including:

- a. The landscaping, improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas; and signs and entrances for The Ridges. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility, or may be required to reside upon specified lots to have access to certain Common Facilities (see Cherry Ridge Lots and Pools, Article III).
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of The Ridges; and, the protection and maintenance of the residential character of The Ridges, as established from time to time by the Declarant.

2. Membership and Voting. For purposes of the Home Owner's Association and voting membership entitlements, The Ridges is divided into Two Hundred Sixty (260) separate lots (Lots 1-259, Lot 274) (referred to as the "Lots"). The owner of each Subdivision Lot shall be a member of this Association. For purposes of this Declaration, the term "Owner" of a Subdivision Lot means and refers to the record owner, whether one or more persons or entities, of

fee simple title to the Subdivision Lot, but excluding however those parties having any interest in any of such Subdivision 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). The purchaser of said Subdivision Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Subdivision Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Subdivision Lot, and may not be separated from ownership of each Subdivision Lot.

The Owner of each Subdivision Lot, above defined, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Powers and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near The Ridges.
- c. The option to uniformly paint and maintain the street light poles, on private or public property, street signage, and mail boxes. The uniform color to be utilized shall be as determined, in the normal course of business, by the DRB.

- d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association.
- e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- g. The acquisition, by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities of the Association.
- j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed. Notwithstanding the foregoing, Lots 268, 270, 271 and 272, the Shadow Ridge Golf Course lots, are expressly excluded from any dues and assessments whatsoever under any provisions hereof and through the

actions of the Declarant, the Homeowners Association, or their designee.

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

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon chargeable from date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon chargeable from the date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 of this Article II.

8. Annual Dues. Unless additional assessments have been authorized in accordance with Section 9, below, the annual dues, exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.

9. Additional Assessments. In addition to the annual dues, annually the Declarant or its successors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area related facilities, fixtures and personal property.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may



be abated as to individual Subdivision Lots, as provided in Section 5, above.

11. Cherry Ridge Assessment. Additional assessments, relative to Lots in the "Cherry Ridge" sector of The Ridges, may be made by the action of the Cherry Ridge Pool Committee(s) as deemed necessary to provide for the care, maintenance and support of the two (2) swimming pools to be constructed within the Cherry Ridge sector, upon Lots #264 and #273.

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

13. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the highest legally allowable rate, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Subdivision Lot. The mortgagee of any Subdivision Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE III  
SPECIAL COVENANTS FOR LOTS AND POOLS  
IN CHERRY RIDGE SECTION; LOTS 1 THRU 107, 264 AND 273.

1. Declarant shall construct a swimming pool upon Lot 264 and upon Lot 273 for the benefit and use of the owners of Lots 1 thru 107, referenced as Cherry Ridge. Declarant shall construct one swimming pool at such time as there are at least forty (40) residences under construction within Cherry Ridge. Declarant shall construct the second swimming pool at such time as eighty (80) residences are under construction within Cherry Ridge. Upon completion of construction of the pools and facilities, ownership of the pools and facilities shall rest with the Ridges Homeowners Association, subject to the covenants, restrictions and conditions set forth within this Article III.

2. So long as there is only one swimming pool constructed and operational within Cherry Ridge, owners of the Lots 1 thru 107 shall have access to and the benefit of that singular swimming pool.

3. At such time as the swimming pool on both Lot 264 and Lot 273 are constructed and operational, access to and benefit of each pool shall be as follows:

- a. The pool and facilities constructed upon Lot 264 (East Pool) shall be for the exclusive benefit and use of owners of Lots 1 thru 42 and 59 thru 87.
- b. The pool and facilities constructed upon Lots 273 (West Pool) shall be for the exclusive benefit and use of owners of Lots 43 thru 58 and 88 thru 107.

4. Each Lot owner as above specified shall have the right and easement of enjoyment in and to the common area designated as Lots 264 or 273, as applicable, with such right and easement to pass with title to each lot as specified. Access to the pools shall be by pedestrian traffic only upon specially dedicated and constructed walkways throughout the Cherry Ridge Section. The respective pool committees shall adopt and provide for enforcement of the rules and regulations that there shall be allowed no on street parking in Cherry Ridge for purposes of pool use/access nor shall there be permitted cooking/barbecue grills on the pool premises, temporarily or permanently.

5. The Declarant, through the Association, shall authorize the creation and perpetual existence of the Cherry Ridge East Pool Committee and Cherry Ridge West Pool Committee whose function and authority shall be to maintain and regulate the specified pool and facilities aforescribed. The maintenance and regulation of such shall be consistent with the integrity and aesthetics of The Ridges. Any proposed changes, modifications or post-construction

improvements to a pool or its facilities shall be subject to the approval and architectural review of the DRB, in the same manner as Lot improvements, as provided for otherwise within this Declaration.

6. The East Pool Committee and the West Pool Committee shall each be comprised of a minimum of three (3) members. To be a member of a specific Pool Committee, the person must be a Lot owner that is entitled to the use and benefit of that pool. A member of a pool committee shall be elected for a two year term by a vote of the Lot owners entitled to the use and benefit of that pool. Until such time that there are a minimum of fifteen (15) Lot owners entitled to vote for committee members relative to the specific East or West pool, the Declarant shall act as the committee, or at its option, the Declarant shall appoint the committee members.

7. To provide for the maintenance, regulation or post-construction improvement of the specified pool and facilities, the particular pool committee shall have authority to determine capital needs. The particular pool committee shall have authority to and shall assess against all affected Lot owners relative to the specified pool, as delineated in Paragraphs 2 and 3 immediately above, a special annual assessment sufficient to pay for the planned and projected expenditures. Any annual special assessment hereunder shall be payable annually, in advance or other method adopted by the Association. The notice, payment, collection and lien enforcement of any such assessment by the particular pool committee shall occur in the same manner and with the same legal effect as assessments by the Association as provided and specified within this Declaration.

8. The East Pool Committee and the West Pool Committee respectively shall have the right to suspend an owner's voting rights and rights to use the pool and facilities, whether as a member, guest, invitee, or otherwise, for any period during which any pool special assessment against his/her/its Lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published pool rules and regulations.

9. Any owner of a lot may delegate its right of enjoyment to its particular pool and facilities only to the members of its immediate family, tenants or contract purchasers who reside on the property.

10. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Lot owner, family, guest or invitees, the cost of such maintenance or repairs shall be added to and become part of that Lot owner's special assessment.

11. The special assessments provided for within this Article III shall commence, as to the Lots affected, on the first day of

the month following Owner's purchase of a Lot within Cherry Ridge. Until the second swimming pool is constructed and operational, all Lots purchased within Cherry Ridge shall be subject to assessment for the operation and maintenance of the one pool that is constructed and operational.

ARTICLE IV  
DESIGN CONTROL - TO PRESERVE  
THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence, other building, landscaping, plantscaping, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the DRB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the covenants, conditions, restrictions and easements set forth within and throughout this Declaration, and any amendments thereto.

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than five (5) members, who need not be members of the Association. The Declarant shall have the right to appoint all members of the DRB except one (1), or such lesser number as it may choose, as long as it owns at least one lot in The Ridges. One (1) member not appointed by Declarant shall be appointed by SKS, Inc., owner and operator of the Shadow Ridge Golf Course. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in The Ridges, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or

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other termination of service of any member thereof, shall be filled by Declarant.

3. Duties of the DRB. The DRB shall have the following duties:

- a. To require submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot in The Ridges. The DRB may also require submission of actual samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in The Ridges and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of Notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.
- c. Provided there are applications to be considered or applications requested to be reconsidered, the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to

another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.

- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and Design Criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures, the topography of each lot and The Ridges in general, and the aesthetic enhancement and benefits provided by the Shadow Ridge Golf Course. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of The Ridges as residential community located within and about a Championship Golf Course, known as Shadow Ridge Golf Course. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the DRB. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and lot purchaser.

Any written Design Criteria issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of

Covenants and as an additional written expression of standards and guidelines to be utilized by the DRB.

- e. Neither the Declarant, the Association, the Board of Directors, the DRB, any member of the DRB, nor any member of the Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot in The Ridges, each owner hereby knowingly and expressly waives any and all Causes of Action for any matters described herein.

#### ARTICLE V

#### GENERAL RELEASE REGARDING GOLF COURSE PROPERTY

Upon acquisition of his/her/its lot, each owner for himself, herself or itself, the members of his or her family, his, her or its guests, or his, her or its invitees, shall be deemed to release and agree never to make a claim against the Declarant, the Developer, the Shadow Ridge Golf Course owners/operators, their successors, heirs, and assigns, and grantees, or any of their officers, directors, stockholders, employees, agent, principals, partners or contractors for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Shadow Ridge Golf Course property, its successors or assigns; and, each of them shall be deemed to have waived any and all claims and causes of action that any of them may have against any such released parties for damages, equitable relief or otherwise.

Each such person shall be deemed to have recognized, known and accepted all the potential, whether perceivable or not, damages, risks, hazards and consequences, generally or specifically inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitations: flying golf balls and other objects, holes, depressions, golf cart paths and pathways, and hazards, large numbers and continuous flow of players and spectators, hours of play, proximities of greens, tees, fairways and other features to residences, yards and streets, inconvenience, lakes, creeks and other waterways, golf carts, water sprinklers and distribution facilities, and the intensive use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including allergy susceptibilities). The doctrines of strict tort liability and private nuisance shall not be applicable to the operation of the Shadow Ridge Golf Course Property and any liabilities with respect thereto, which doctrines shall be deemed to have been expressly waived.

By accepting a deed for a Lot in The Ridges, each such Owner acknowledges and accepts its responsibility and liability for the construction and ongoing maintenance of their Lot so as not to permit the soil erosion thereof, whether by rain, wind, water runoff, in any event to an extent that detracts from the general and specific aesthetics of The Ridges Community, nor which shall or does cause damage to the adjoining golf course or Ridges property.

By accepting a deed for a Lot in The Ridges, each such owner acknowledges and accepts that there may be applied to such lot, and any improvements thereon, restrictive design criteria made relevant by the Lots proximity to the Shadow Ridge Golf Course. Such restrictive design criteria shall include the DRB having the authority to require placement of shatter-proof, or higher grade glass in those windows, doors, skylights of any residence the DRB initially determines, or subsequently determines, is within the frequent flight path of golf balls from Shadow Ridge Golf Course.

ARTICLE VI  
PROPERTY RIGHTS AND EASEMENTS

1. Common Areas. Declarant may, but need not, retain the legal title to any common area or common facility as defined hereinabove under "Preliminary Statement", so long as it owns at least one (1) lot in The Ridges. In any event, the two swimming pools in the Cherry Ridge Section are expressly excluded from being or being defined as common area or common facilities except to the extent their use and benefit is common to the Owner's of Lots within the Cherry Ridge sector of The Ridges.

2. By agreement with the owner of the Shadow Ridge Golf Course property, there shall be granted an easement for use and enjoyment of that facility commonly known as the Lake situated within Lot 272, such lake being adjacent to 180th Street and situated on the Shadow Ridge Golf Course property, for the limited purposes of open water fishing at specifically authorized and designated areas. Ingress and Egress Easements for these purposes shall be appropriately established and recorded. Any stocking of fish in the designated lake shall be the responsibility and liability of the Association. The provision for an owner's release and waiver of liability set forth hereinabove (Article V) shall expressly apply hereto, including acknowledgement of the risks of serious injury or death through drowning. Rules and regulations relative to Owners' use and enjoyment of this easement shall be adopted and published from time to time by joint statement of the Board of Directors of the Association and Owner of the Shadow Ridge Golf Course property.

3. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in The Ridges, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject



however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 29, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

4. Owners Easements of Enjoyment. Every owner of a lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent to and shall pass with title to such lots subject to the following:

- a. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- b. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- c. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;
- d. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- e. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 367 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are there-

after removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

- f. Other easements that are or may be provided for in the final plat of The Ridges inclusive of easements relating to the landscaping areas located within the Ridges Subdivision, which final plat has been filed in the Register of Deeds of Douglas County, Nebraska, (Book 1940, Page 535-539).

By accepting a Deed for Lot(s) 1, 8, 9, 12-20, 21-26, 29-33, 108, 120, 121, 125, 126, 183, each Owner of any such specified lot acknowledges and accepts the existence of a Thirty (30) foot permanent, landscaping and Sidewalk Easement on the lot side abutting Shadow Ridge Drive.

By accepting a Deed for Lot(s) 143, 168-171, 218-221, each Owner of any such specified lot acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the lot side abutting Lake Ridge Drive.

By accepting a Deed for Lots 27 or 28, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which abuts the intersecting streets of Shadow Ridge Drive and 184th Circle.

By accepting a Deed for Lots 144 or 167, the Owner acknowledge and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which about the intersecting streets of Lake Ridge Drive and 186th Street.

By accepting a Deed for Lots 184 or 222, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscape and Sidewalk Easement on the two sides of the lot which about the intersecting streets of Lake Ridge Drive and 183rd Street.

By accepting a Deed for Lots 152 and 153, the Owner acknowledges and accepts the existence of a fifteen (15) foot Sight Distance Easement on the lot side abutting 185th Street, as granted to Douglas County S.I.D. #367, whereby no improvements or vegetation, exceeding eighteen (18) inches in height, may be placed.

By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located therein and placed thereon by the Declarant, Douglas County S.I.D. #367, the Home Owners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

ARTICLE VII  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Ridges Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such change may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE VIII  
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant states that there will be constructed, operated and maintained a golf course and a practice facility around and throughout The Ridges community to initially be known as Shadow Ridge Golf Course. The Shadow Ridge Golf Course property shall be subject to all provisions of this Declaration relative to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure or exterior improvement, inclusive of maintenance buildings and fences.

2. Declarant anticipates that the proximity of the Residential Lots to the Shadow Ridge Golf Course will enhance the desirability and value of the Residential Lots to purchasers and their successors and assigns. Nevertheless, it shall be legally

assumed that purchasers and owners of the Residential Lots are aware that: (i) golfers will from time to time hit golf balls from the Shadow Ridge Golf Course onto the Residential Lot common areas, greenbelts, streets and public right-of-way areas; and (ii) normal operation and maintenance of the Shadow Ridge Golf Course will involve operation of mowers and other power equipment during the evening and early morning hours.

3. Declarant hereby declares, grants and establishes easements on the Residential Lots in favor of the grantees (defined below) for: (i) intrusion of errant shots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. Notwithstanding errant golf shots, golfers do not, nor have been granted, any rights of access or trespass to a lot owner's property for purposes of golf ball retrieval.

4. The easements granted in this Article are for the use and benefit of the owner of the Shadow Ridge Golf Course property, its successors and assigns in ownership of the golf course, and any lessee, licensee, permittee, or invitee of the owner of the Shadow Ridge Golf Course property, (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or practice facility on the area designated, and any golfer who is duly authorized to play golf on the Shadow Ridge Golf Course.

5. No Grantee shall have any liability, obligation or expense to the owner of an Adjacent Lot in respect to any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto an Adjacent Lot; or (ii) hit in violation of the rules established by an operator of Shadow Ridge Golf Course or practice facility. By accepting title to a Residential Lot, each owner hereby covenants that it will not sue any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future.

6. The owner of Shadow Ridge Golf Course may from time to time change the configuration and layout of the golf course or driving range. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Residential Lot. Nonetheless, no owner of any Residential Lot shall have any right to object to, or in any manner limit changes to the golf course and the easements granted in this Article shall remain fully effective as to all of the Residential Lots after such changes.

7. Shadow Ridge Golf Course is private property. Owner of Residential Lots and their invitees shall comply with all the rules and regulations of the operator of Shadow Ridge Golf Course relating to use of and play of the golf course.

ARTICLE IX  
GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Residential Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, a Nebraska general partnership, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from this date or so long as Declarant shall own a Lot in the Ridges which ever shall last occur. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Residential Lots covered by this Declaration.

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

4. Invalidation of any covenant or provision herein by judgment or court order shall in no way affect 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 15 day of February, 1993.

The Ridges LIMITED PARTNERSHIP, a Nebraska Limited Partnership, By and through Ridges Corporation, General Partner, the "Declarant",

By: Cheryl W Rennels

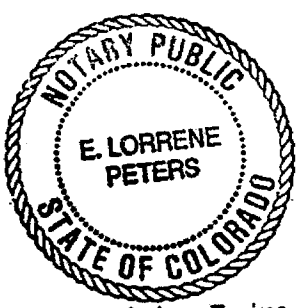
Title: Chairman of the Board  
of Ridges Corporation,  
General Partner

STATE OF Colorado )  
COUNTY OF Lincoln )

ss.

On this 15 day of February, 1993, before me a notary public, came and appeared Cheryl W. Rennels, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Cheryl W. Rennels did state that she was duly authorized in her capacity as President of Ridges Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision in Douglas County, Nebraska; and, did state that she had read and was fully advised of the contents thereof; and, that such were executed in her office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

E. Lorrene Peters  
Notary Public



My Commission Expires  
2-11-94

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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
THE RIDGES,  
A Subdivision in Douglas County, Nebraska**

GEORGE J. SUDLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

The Amendments to the Declaration afore-titled are executed on the date hereafter set forth and are made by the Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges Corporation, A Nebraska corporation, General Partner, hereinafter and in the previously filed Declaration referred to as "Declarant".

**Preliminary Statement**

The original Declaration of Covenants, Conditions, Restrictions and Easements aforementioned were filed in miscellaneous records of the office of the Register of Deeds, Douglas County, Nebraska at Book 1058, Page 568 through 596. These amendments are supplemental to the original Declaration file; and, to the extent these Amendments contradict or otherwise conflict with the originally filed Declarations, these Amendments shall nonetheless supersede the original provisions. To the full extent that these Amendments do not contradict nor conflict with the originally filed Declaration, such original Declaration of Covenants, Conditions, Restrictions and Easements shall remain in full force and effect and be unaffected herein.

These Amendments are promulgated and adopted pursuant to the express provisions of the originally filed Declaration of Covenants, Conditions, Restrictions and Easements aforementioned, as such unconditional right to amend is set forth under the originally filed Declaration at Article IX, GENERAL PROVISION, Paragraph 2.

1. Within Article I, RESTRICTION AND COVENANT, of the originally filed Declaration, certain of the provisions within paragraph 9 thereof are amended to provide the following:
  - a. Any residential lot which property line abuts the Shadow Ridge Golf Course, either Cherry Ridge pool, or is within any of the developments known as Shadow Ridge Estates, Cherry Ridge or South Pine Point, and which lot owner obtains permission to install a fence, said fence may only be constructed of simulated or real wrought iron material, black in color and of the design currently approved and adopted by the DRB. In no event will fencing of wood or any other material be considered, accepted, nor approved, with the exception of the permissible 500 square feet of privacy area immediately adjacent to the rear of the residential structure as otherwise described within the Declaration. Placement, including setback requirements, must be specified and approved by the DRB. Any additional lot line then fenced must also be of the same black, simulated or real, wrought iron.
  - b. Any interior lot, other than those interior lots within the developments known as Shadow Ridge Estates, Cherry Ridge and South Pine Point,

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which lot owner obtains permission to install a fence, said fence may only be constructed of black vinyl chain link fence, or real or simulated black wrought iron of the design currently approved and adopted by the DRB.

- 2. That relative to Article IX, GENERAL PROVISIONS, of the original Declaration, the following amendments are made:
  - a. Declarant, or its successor or assign, may designate, within the five (5) year period referenced in paragraph 2 or Article IX, GENERAL PROVISIONS, of the original Declaration, to cause any one or more of the residential developments within the Ridges (i.e., Shadow Ridge Estates, Cherry Ridge, Crimson Ridge, Shadow Lakes, Clubside, South Pine Point, etc.) to be a "gated community" access to which shall be controlled by security gates and determined security access parameters and apparatus. The particular design, placement and construction of the gated fencing and apparatus shall be subject to approval by the DRB. The cost of designing, constructing, operation and maintenance of the gated community apparatus and features shall be borne by the residential lots and residents' owners located within the parameters of the gated community. The Declarant's right to unilaterally determine and designate a residential development to be a gated community shall terminate at such time that the Declarant holds title to less than 50% of the residential lots within that particular residential development (i.e., Shadow Ridge Estates, Cherry Ridge, Crimson Ridge, Shadow Lakes, South Pine Point, Whispering Pines, Double Creek, etc.). Thereafter, upon the 75% favorable vote of the residential lot owners within that particular residential development, the same shall be made into a "gated community."
  - b. Declarant shall construct a community swimming pool within the Ridges in an area designated as a recreation area immediately South of Center Ridge Drive and bordered by 184th Circle to the East and 186th Circle to the West. The construction of such swimming pool shall be partially funded by membership bonds, which bonds shall be fully transferable and assignable, except as conditioned hereafter. Access and use of such community pool shall be restricted to those persons, including immediate family:
    - i. who purchase a construction bond;
    - ii. who are residents of The Ridges residential development, the Spring Ridge residential development, or members of the Shadow Ridge Golf Course; and
    - iii. who, at the commencement of each calendar year, pay the annual community pool maintenance and operation assessment, as determined and assessed annually by the Community Pool Committee.



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Membership to the Community Pool shall be only for access to and use of the pool and attached changing/dressing area, as located within The Ridges recreational area.

Payment of the annual maintenance and operation assessment shall be due within 30 days of receipt of Notice of Assessment from the Community Pool Committee or The Ridges Homeowners Association. The construction bond shall have noted on the face thereof, its being subject to reduction in face value, for transfer and assignment purposes, of an amount equal to any unpaid annual assessment(s). Notwithstanding this remedy, access and use of the community pool shall be denied to any member, and immediate family, who fails to pay the annual assessment.

The Declarant, through the Association, shall authorize the creation and perpetual existence of the Community Pool Committee, whose function and authority shall be to maintain and regulate the pool and attached facilities, inclusive of determination of an annual budget and assessment to members for the payment thereof. The maintenance and regulation of such shall be consistent with the integrity and aesthetics of The Ridges. The Community Pool Committee shall be comprised of five (5) members. A member of the committee shall be elected for a two year term by a vote of the members. Until such time that there are a minimum of thirty (30) members, the Declarant shall act as the committee, or at Declarant's option, Declarant shall either appoint the committee members or assign its rights to The Ridges Homeowners Association.

The maintenance and regulation of the community pool shall be consistent with the integrity and aesthetics of The Ridges. Any proposed changes, modifications or post construction improvements to the community pool or its facilities shall be subject to the approval and architectural review of the DRB, in the same manner as lot improvements as otherwise provided for within the originally filed Declaration.

Relative to Article III, SPECIAL COVENANTS FOR LOTS AND POOLS IN CHERRY RIDGE SECTION; LOTS I THROUGH 107, 264 AND 273, certain of the provisions therein are hereby amended to provide the following:

1. That notwithstanding the existence of two (2) separate pools (i.e., East and West), there shall exist but one (1) combined annual budget for consideration and adoption by a singular Cherry Ridge Pool Committee, with the annual assessment discussed within the originally filed Declaration to be a like and equal assessment as to each and every residence/residential lot within Cherry Ridge.

This singular Cherry Ridge Pool Committee shall be comprised of six members, three (3) being residential lot owners within Lots 1 through 42 and 59 through 87 (East Pool) and three (3) being residential lot owners within Lots 43 and 58 and 88 through 107 (West Pool). A quorum shall be four (4)

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committee members. In the event of a tie vote on any issue or resolution, the tie breaking vote shall be cast by the President of The Ridges Homeowners Association, within 72 hours of the tie vote and regardless of the lot ownership of the President.

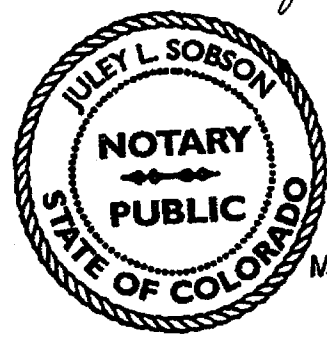
Any reference in the original Declaration of Covenants, Conditions, Restrictions and Easements aforementioned that were filed in the records of the office of the Register of Deeds, Douglas County, Nebraska at Book 1058, Page 568 through 596 to "Lake Ridge Drive" is hereby amended and henceforth shall be known as "Center Ridge Drive."

IN WITNESS WHEREOF, the Declarant has caused these Amendments to be executed this 20 day of October, 1994.

THE RIDGES LIMITED PARTNERSHIP,  
a Nebraska Limited Partnership, by and  
through RIDGES CORPORATION,  
General Partner, the "Declarant",

By: Cheryl W Rennels  
Title: Chairman of the Board

STATE OF COLORADO )  
                               ) ss.  
COUNTY OF LARIMER )



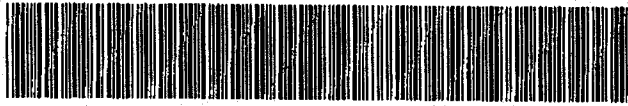
My Commission Expires 1/13/1998

On this 20th day of October, 1994, before me a notary public, came and appeared Cheryl W. Rennels, Chairman of the Board of Ridges Corporation, General Partner of the Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Cheryl W. Rennels did state that she was duly authorized in her capacity as Chairman of the Board of Ridges Corporation, General Partner, to execute the foregoing Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision in Douglas County, Nebraska; and, did state that she had read and was fully advised on the contents thereof; and, that such were executed in her office and capacity as Chairman of the Board and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

[Signature]  
Notary Public

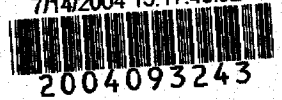


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Register of Deeds, Douglas County, NE  
7/14/2004 15:17:40.92



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 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP PU  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Temp. 12.4.01

RETURN: Gross + Welch c/o Ann Wilson  
2120 S. 72nd St Suite 1500  
Omaha NE 68124

5/10/2004

Return recorded copy to: Shaun M. James, 1500 Commercial Federal Tower, 2120 South 72<sup>nd</sup> Street, Omaha, NE, 68124, 392-1500

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BROOKFIELD AT THE RIDGES, A SUBDIVISION  
IN OMAHA, DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by the undersigned property owners, hereinafter referred to as a "Declarant" or jointly and collectively as "Declarants".

PRELIMINARY STATEMENT

Each Declarant owns certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 130, Lots 1 through 3 Replat One, being a replat of Lot 130, (referred to herein collectively as "Lots" and individually as "Lot") and Outlots A, B, C, D and E, inclusive, in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Each Declarant desires to provide for the preservation of the values and amenities of Brookfield at the Ridges, for the maintenance of the character and residential integrity of Brookfield at the Ridges, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Brookfield at the Ridges.

NOW, THEREFORE, each Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.  
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by

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Declarant, or its successors or assigns, for use in connection with a Common Facility. Outlot "A" shall be used exclusively for a private street which will be maintained by the residents of Brookfield at the Ridges after annexation by the City of Omaha. Until then Sanitary and Improvement District #464 will maintain the streets.

2. Except as approved in accordance with Article IV, Section 2, the following items will not be allowed on any Lot, Outlot, Street, or Common Area:

- playground equipment,
- basketball backboards,
- plastic landscaping ornaments,
- temporary fence of any type and height,
- clothes lines,
- tree houses,
- tool sheds or outbuildings of any type,
- doll houses,
- windmills,
- incinerator or trash burners,
- garbage, trash can or container
- fuel tank,
- garden, lawn or maintenance equipment of any kind,
- garbage, refuse, rubbish or cutting shall not be deposited on any street or Lot,
- loud mechanical individual mopeds or scooters.

With the approval of the Board of Directors and the Design Review Board (as defined herein), any of the following external improvements, above or below the ground (herein all referred to as any "Improvement") will be allowed on any Lot subject to the approval process outlined below. Improvements shall include:

- Single-family,
- fence,
- retaining wall,
- driveway,
- patio, patio enclosure,
- swimming pool, pool house,
- satellite receiving station or "discs",
- flag pole,
- solar heating or cooling device,

or other external improvement, above or below the ground (herein all referred to as any "Improvement").

A. Any Lot owner, (hereinafter a "Lot Owner" or "Owner", and more fully defined in Article III Section 2) desiring to erect an Improvement shall deliver two sets of construction plans and plot plans to the Board of Directors (herein

collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Plans, Owner shall notify the Board of Directors of the Owner's mailing address.

B. The Board of Directors shall submit such Plans to the Design Review Committee, which such committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarants. In this regard, Declarants intend that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Board of Directors to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Board of Directors determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and the neighboring Lots as a quality residential community, the Board of Directors may refuse approval of the proposed Improvement.

C. Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Board of Directors.

D. No Lot Owner or combination of Lot Owners, or other person or persons shall have any right to any action by the Board of Directors, or to control, direct or influence the acts of the Board of Directors with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Board of Directors by virtue of the authority granted to the Board of Directors in this Section, or as a result of any act or failure to act by the Board of Directors with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, the front elevation of which does not exceed one story in height.

4. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by the Board of Directors. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Board of Directors. Unless other materials are specifically approved by

the Board of Directors, the roof of all Improvements shall be covered with slate, tile, or medium cedar wood shakes.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. Each Owner shall maintain a high quality appearance to the streetscape. All garage doors will be kept closed at all times unless residents are actively using the driveways for car movements, lawn maintenance, and at times when visitors to the residents are using the garage or driveways for social activities. No motor vehicle may be parked or stored outside on any Lot or adjacent street, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot or street for more than 48 hours. No vehicles will be parked within 10 feet of the mailbox structures at any time

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year nor on the street for longer than 72 hours for loading and unloading. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

9. Produce or vegetable gardens may only be maintained in rear yards of the homeowners Lot. The maximum size is not to exceed 100 square feet.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences or retaining walls shall exceed a height of six (6) feet. No fences other than real or simulated black wrought iron shall be permitted.

12. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the Board. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the Board as an Improvement as hereinabove provided. In the event of a conflict between the City of Omaha covenants and this Declaration, the more restrictive requirement shall apply.

13. Construction of any Improvement shall be completed within one and one-half (1 ½) years from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot. As much as possible during the construction process, root zone areas will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Placement of sidewalks across Common Areas and Outlots will be installed if required by the City of Omaha. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

15. Driveway approaches between the street and sidewalk on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No holding area, stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted. No dog runs, dog houses or kennels of any kind shall be allowed and no livestock or agricultural-type animals shall be allowed, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall



not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside to any Lot without the written approval of the Board of Directors.

19. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

20. The Board of Directors does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

**ARTICLE II.**  
**ENTRANCE MARKERS & BOUNDARY FENCES**

1. The Board of Directors may declare all affected Lots subject to a permanent and exclusive right and easement in favor of the Board of Directors and the Brookfield at the Ridges Homeowners Association (the "Association") to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Board of Directors or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence or Entrance Monuments.

**ARTICLE III.**  
**HOMEOWNER'S ASSOCIATION**

1. The Association. Declarants have caused the incorporation of the Brookfield at the Ridges Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). Each Lot Owner shall be a member (hereinafter referred to as "Member") of this Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of common facilities for the general use, benefit and enjoyment of the Members. Common facilities may include, but are not limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Brookfield at the Ridges ("Common Facilities"). Common Facilities may be

situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict the use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required by pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Brookfield at the Ridges; and the protection and maintenance of the residential character of Brookfield at the Ridges.

2. Membership and Voting. Each Lot Owner shall be a Member of this Association. For purposes of this Declaration, the term Lot Owner means and refers to 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 such Lot merely as a security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the Lot Owner for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Each Lot Owner, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. An Owner holding title to more than one Lot shall be entitled to one vote for each Lot so owned.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include by shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Brookfield at the Ridges.

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

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

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

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

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

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

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed in generally good and neat condition. The Association shall also provide those services to Lot Owners as set forth in the bylaws of the Association as it may be amended from time to time.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board. Lots with private fences may be charged higher

Association dues to cover any additional charges incurred for mowing and trimming as a result of the fence.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

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

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article, and to provide the services set forth in the bylaws of the Association.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed one hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

10. Assessments and Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Excess Dues and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

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

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

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

#### ARTICLE IV.

#### DESIGN CONTROL - TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence or other building; landscaping, plantscaping, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Board of Directors of the Homeowners Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the

covenants, conditions, restrictions and easements set forthwith in and throughout this Declaration, and any amendments thereto.

2. Design Review Procedure. Design review shall be performed by the Board of Directors of the Homeowners Association, which shall consist of all members of the Board of Directors and such additional professionals, architects or contractors as shall be deemed necessary by the Board of Directors from time to time, which such professionals, architects or contractors need not be members of the Homeowners Association ("Design Review Board"). The requirements for design review shall be as follows:

A. Two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The Design Review Board may also require submission of actual samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Design Review Board to completely evaluate the proposed structure or improvement.

B. The Design Review Board shall submit, in writing, to the Lot owner its decision with respect to approval or denial of any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereto. The determination of the Design Review Board shall in all events be dispositive. In the event the vote of the Design Review Board on an Owner's original application is not unanimous, the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the Design Review Board within 5 days of receipt of notice of approval or denial. Reconsideration by the Design Review Board shall occur at the Design Review Board's next regularly schedule meeting. In the event of approval of plans, one complete set of plans

shall be returned to the Owner with the Design Review Board's written notation or stamp specifying approval.

C. Provided there are applications to be considered or applications requested to be reconsidered, the Design Review Board shall meet at least once each calendar month. The Design Review Board members may conduct their meetings and convey their proxy to another Design Review Board member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the Design Review Board fails to act upon any application or application for reconsideration within 30 days of the date of its monthly meeting, it shall be deemed that the Design Review Board's decision was for denial.

D. In making its decision, the Design Review Board may consider any and all factors that the Design Review Board determines to be appropriate. The Design Review Board's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and design criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures and the topography of each Lot. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and of the community. These standards for review may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Lot Owner, the Design Review Board shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the Design Review Board and shall at no time be deemed to be rules, but are merely guidelines to assist the Design Review Board. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and Lot purchaser.

Any written Design Criteria issued by the Design Review Board as a result hereof shall not limit nor otherwise impair the application of any

and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of Covenants and as an additional written expression of standards and guidelines to be utilized by the Design Review Board.

E. Neither the Lot Owner, the Homeowners Association, the Board of Directors, the Design Review Board, any member of the Design Review Board, nor any member of the Homeowners Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot, each owner hereby knowingly and expressly waives any and all causes of action for any matters described herein.

**ARTICLE V**  
**PROPERTY RIGHTS AND EASEMENTS**

1. Owners Easements of Enjoyment. Every owner of a Lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent or and shall pass with title to such lots subject to the following:

A. The right of the Homeowners Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.

B. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and Bylaws of the Homeowners Association.

C. Rules and regulations governing the use and enjoyment of the common areas adopted by the Homeowners Association from time to time.

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separate with respect to all or any part or parts of the property.

E. A perpetual license and easement is hereby reserved in favor of and granted to the utility companies, the City of Omaha, Nebraska, their successors and assigns, to erect and operate, maintain, repair and



renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side lot lines within 24 months of the date hereof, or if any such facilities are constructed but are thereafter removed without replacement within 60 days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

ARTICLE VI  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Board of Directors or the Declarant named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Board of Directors 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. The provisions of this Declaration may also be enforced by the Lot Owners.
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.
3. Invalidation of any covenant by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10<sup>th</sup> day of May, 2004.

Marybeth Schlemmer - Lot 68  
"Declarant"

By Marybeth Schlemmer  
Its 68

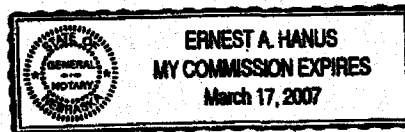
STATE OF NEBRASKA

)

) SS.:

COUNTY OF DOUGLAS

)



The foregoing instrument was acknowledged before me this 10TH day of MAY, 2004, by MARY BETH SCHEMMER, on behalf of and as the duly authorized representative of the Declarant, \_\_\_\_\_.

Ernest A Hanus

Notary Public

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15 day of APRIL, 2004.

Ernie Hanus

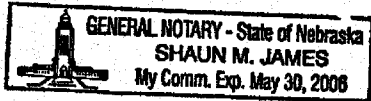
"Declarant"

By ERNIE HANUS

Its 129

STATE OF NEBRASKA            )  
  ) SS.:  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2004, by ERNIE HANUS, on behalf of and as the duly authorized representative of the Declarant, LOT 129.



Shaun James  
Notary Public

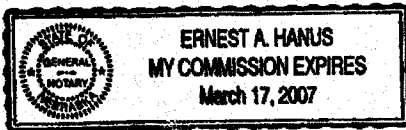
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15TH day of APRIL, 2004.

ROBIN D. HANUS  
"Declarant"

By Robin D. Hanus  
Its 129

STATE OF NEBRASKA            )  
  ) SS.:  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 15TH day of APRIL, 2004, by ROBIN D. HANUS, on behalf of and as the duly authorized representative of the Declarant, ROBIN D. HANUS.



Ernest A Hanus  
Notary Public

Old



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JUL 14 2004 15:17 P 38

Received - RICHARD TAKECHI  
Registrar of Deeds, Douglas County, NE  
7/14/2004 15:17:42.60



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**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

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38 FEB 258.50 FB OC-04747  
131 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP PU  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

RETURN: Gross + Welch c/o Ann Wilson  
2120 S. 72nd St Suite 1500  
Omaha NE 68124

Return recorded copy to: Shaun M. James, 1500 Commercial Federal Tower, 2120 South 72<sup>nd</sup> Street, Omaha, NE, 68124, 392-1500

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BROOKFIELD AT THE RIDGES, A SUBDIVISION  
IN OMAHA, DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by the undersigned property owners, hereinafter referred to as a "Declarant" or jointly and collectively as "Declarants".

**PRELIMINARY STATEMENT**

Each Declarant owns certain real property located within Douglas County, Nebraska which property is included in the following legal description:

Lots 1 through 130, Lots 1 through 3 Replat One, being a replat of Lot 130, (referred to herein collectively as "Lots" and individually as "Lot") and Outlots A, B, C, D and E, inclusive, in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("Brookfield at the Ridges").

Each Declarant desires to provide for the preservation of the values and amenities of Brookfield at the Ridges, for the maintenance of the character and residential integrity of Brookfield at the Ridges, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Brookfield at the Ridges.

NOW, THEREFORE, each Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I**  
**RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Outlots or parts thereof as may hereafter be conveyed or dedicated by a Declarant, or its successors or assigns, for use in connection with a Common Facility. Outlot "A" shall be used exclusively for a private street. Outlots B and C shall be used for open green areas. Outlot E will be used as an open green area and a storm sewer easement. Outlot B, C, and E will be transferred to the Brookfield Homeowners Association. Outlots B, C, and E will be maintained by the Homeowners Association.

2. The following external improvements, above or below the ground (herein all referred to as any "Improvement") will be allowed on any Lot subject to the design approval by the Board of Directors as set forth in Article V, Section 2, which approval will not be unreasonably withheld in regard to the following Improvements:

- Single-family residence,
- fence,
- retaining wall,
- driveway,
- patio, patio enclosure,
- swimming pool, pool house,
- satellite receiving station or "discs",
- flag pole,
- solar heating or cooling device,

3. Except as approved by the Board of Directors in accordance with Article IV, Section 2, which approval may be withheld in the sole discretion of the Board of Directors, the following items will not be allowed on any Lot, Outlot, Street, or Common Area:

- playground equipment,
- basketball backboards,
- plastic landscaping ornaments,
- temporary fence of any type and height,
- clothes lines,
- tree houses,
- tool sheds or outbuildings of any type,
- doll houses,
- windmills,
- incinerator or trash burners,
- garbage, trash can or container
- fuel tank,
- garden, lawn or maintenance equipment of any kind,
- garbage, refuse, rubbish or cutting shall not be deposited on any street or Lot,

loud mechanical individual mopeds or scooters.

4. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, the front elevation of which does not exceed one story in height.

5. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by the Board of Directors. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Board of Directors. Unless other materials are specifically approved by the Board of Directors, the roof of all Improvements shall be covered with slate, tile, or medium cedar wood shakes.

6. No business activities of any kind whatsoever shall be conducted on any Lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet for purposes of advertising the availability of such Lot for sale and purchase. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction of a new home or for the original sale of Lots.

7. Each Owner shall maintain a high quality appearance to the streetscape. All garage doors will be kept closed at all times unless residents are actively using the driveways for car movements, lawn maintenance, and at times when visitors to the residents are using the garage or driveways for social activities. No motor vehicle may be parked or stored outside on any Lot or adjacent street, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot and in no case for more than 48 consecutive hours. No vehicles will be parked within 10 feet of the mailbox structures at any time

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for more than twenty (20) days within a calendar year nor on the street



for longer than 72 hours for loading and unloading. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

10. Produce or vegetable gardens may only be maintained in rear yards of the homeowners Lot. The maximum size is not to exceed 100 square feet.

11. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

12. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences or retaining walls shall exceed a height of six (6) feet. No fences other than real or simulated black wrought iron shall be permitted.

13. No swimming pool may extend more than one foot above ground level. The design and construction materials must be approved by the Board. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha. In the event of a conflict between the City of Omaha ordinances and this Declaration, the more restrictive requirement shall apply.

14. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot. As much as possible during the construction process, root zone areas of trees will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Placement of sidewalks across Common Areas and Outlots will be installed by the Outlot Owner if required by the City of Omaha. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof. The repair and maintenance of the sidewalk on each Lot is the responsibility of the Lot Owner. In the event a Lot Owner fails or refuses to properly make the repairs, the Board of Directors has the power to repair the sidewalk and to assess the costs to the Lot Owner.

16. Driveway approaches between the street and sidewalk on each Lot shall be constructed of concrete. Should repair or replacement of such approach be

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necessary, the repair or replacement shall also be of concrete. No asphalt overlay of the driveway or driveway approach will be permitted. The repair and maintenance of the driveway and driveway approach for each Lot is the responsibility of the Lot Owner. In the event a Lot Owner fails or refuses to properly make the repairs to the driveway or driveway approach, the Board of Directors has the power to make such repairs to the approach, generally between the driveway and the sidewalk, and to assess said costs to the Lot Owner for the repairs.

17. No holding area, stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted. No dog runs, dog houses or kennels of any kind shall be allowed and no livestock or agricultural-type animals shall be allowed, including pot-bellied pigs.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance of the Lot and the neighborhood. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

19. No structure of a temporary character, carport, trailer, basement, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside to any Lot without the written approval of the Board of Directors. No tent shall be erected upon or used on any Lot, except in the rear yard of such Lot, and in no event for a period greater than twenty-four (24) hours.

20. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

21. The Board of Directors does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

22. In the event of a conflict between the City of Omaha ordinances and any portion of this Declaration, the more restrictive requirement shall apply.

**ARTICLE II**  
**ENTRANCE MARKERS & BOUNDARY FENCES**

1. The Board of Directors may declare all affected Lots subject to a permanent and exclusive right and easement in favor of the Board of Directors and the Brookfield at the Ridges Homeowners Association (the "Association") to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Board of Directors or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence or Entrance Monuments.

**ARTICLE III**  
**HOMEOWNER'S ASSOCIATION**

1. The Association. Declarants have caused the incorporation of the Brookfield at the Ridges Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). Each Lot Owner shall be a member (hereinafter referred to as "Member") of this Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of common facilities for the general use, benefit and enjoyment of the Members. Common facilities may include, but are not limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Brookfield at the Ridges (individually and jointly the "Common Facilities"). Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict the use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required by pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Brookfield at the Ridges; and the protection and maintenance of the residential character of Brookfield at the Ridges.

2. Membership and Voting. Each Lot Owner shall be a Member of this Association. For purposes of this Declaration, the term Lot Owner means and refers to 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 such Lot merely as a security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the Lot Owner for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Each Lot Owner, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. An Owner holding title to more than one Lot shall be entitled to one vote for each Lot so owned.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within Brookfield at the Ridges.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment of purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

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

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

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

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

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

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments and signs which have been installed and are owned by the Association, and shall keep such in generally good repair and neat condition. The Association shall also provide those services to Lot Owners as set forth in the bylaws of the Association as it may be amended from time to time.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board. Lots with private fences may be charged higher Association dues to cover any additional charges incurred for mowing and trimming as a result of the fence.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are

charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, to perform the powers and responsibilities of the Association described in Sections 3 and 4 of this Article, and to provide the services set forth in the bylaws of the Association.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed one hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

10. Assessments and Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Excess Dues. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

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

14. Effect of Nonpayment of Dues and/or Assessments-Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or

foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action, and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

#### ARTICLE IV EXISTING RIDGES HOMEOWNERS ASSOCIATION

1. All Owners of Lots within Brookfield at the Ridges shall be and automatically are members of the existing Ridges Homeowners Association, created pursuant to the Declaration recorded at the Douglas County Register of Deeds Office in Book 1058, at Page 568, *et seq.* of the Miscellaneous Records. Accordingly, all Lot Owners of Brookfield at the Ridges shall receive the benefits of the Ridges Homeowners Association, and shall be subject to the obligations of the members of the Ridges Homeowners Association including the payment of dues, and the payment of assessments as provided for by the Ridges Homeowners Association.

#### ARTICLE V DESIGN CONTROL - TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence or other building; fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Board of Directors of the Brookfield at the Ridges Homeowners Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to

conformance with the covenants, conditions, restrictions and easements set forthwith in and throughout this Declaration, and any amendments thereto.

2. Design Review Procedure. Design review shall be performed by the Board of Directors of the Brookfield at the Ridges Homeowners Association, and such additional professionals, architects or contractors as shall be deemed necessary by the Board of Directors from time to time. Such professionals, architects or contractors need not be members of the Brookfield at the Ridges Homeowners Association. The requirements for design review shall be as follows:

A. Two (2) complete sets of all construction plans, and plot plans and specifications for any Improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other Improvement, the construction or placement of which is proposed upon any Lot. The Board of Directors may also require submission of actual samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board of Directors to completely evaluate the proposed structure or Improvement.

B. The Board of Directors shall submit, in writing, to the Lot owner its decision with respect to approval or denial of the proposed Improvement or structure, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereto. The determination of the majority of Board of Directors and any additional professionals shall in all events be dispositive. In the event the vote of the Board of Directors to deny an Owner's original application is not unanimous, the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the Board of Directors within 5 days of receipt of notice of approval or denial. Reconsideration by the Board of Directors shall occur at the Board of Directors' next regularly schedule meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with the Board of Directors' written notation or stamp specifying approval.

C. Provided there are applications to be considered or applications requested to be reconsidered, the Board of Directors shall meet at least once each calendar month to review such applications immediately prior to the regular meeting of the Board of Directors. The Board of Directors



members may convey their proxy to another Board of Directors member or conduct their meetings by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the Board of Directors fails to act upon any application or application for reconsideration within 30 days of the date of its monthly meeting, it shall be deemed that the Board of Directors' decision was for denial.

D. In making its decision, the Board of Directors may consider any and all factors that the Board of Directors determines to be appropriate. The Board of Directors' determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and design criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures and the topography of each Lot. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality and character of the community. These standards for review may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, the Board of Directors may establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the Board of Directors and shall at no time be deemed to be rules, but are merely guidelines to assist the Board of Directors. The Design Criteria, and any amendments thereto, shall be provided to all homeowners and Lot each purchaser.

Any written Design Criteria issued by the Board of Directors as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of Covenants and as an additional written expression of standards and guidelines to be utilized by the Board of Directors.

E. Neither the Lot Owner, the Homeowners Association, the Board of Directors, any member of the Board of Directors, any professional assisting the Board of Directors, nor any member of the Homeowners Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot, each owner hereby knowingly and expressly waives any and all causes of action for any matters described herein.

ARTICLE VI  
PROPERTY RIGHTS AND EASEMENTS

1. Owners Easements of Enjoyment. Every owner of a Lot shall have a non-exclusive common right and easement of enjoyment, ingress and egress, in and to the Common Areas which right and easement shall be appurtenant to and shall pass with title to each Lot subject to the following:

A. The right of the Homeowners Association to take such steps as reasonably necessary to protect the Common Areas against foreclosure.

B. All provisions of this Declaration, any plat of all or any part or parts of Brookfield at the Ridges, and the Articles and Bylaws of the Homeowners Association.

C. Rules and regulations governing the use and enjoyment of the Common Areas as may be adopted by the Homeowners Association from time to time.

D. Restrictions contained on any and all plats of all or any part of Brookfield at the Ridges, or filed separately with respect to all or any part or parts of Brookfield at the Ridges.

E. A perpetual license and easement is hereby reserved in favor of and granted to the utility companies, the City of Omaha, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lot lines and a five foot (5') wide strip adjoining the side lot lines of each Lot and each Outlot; this license is being

granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side lot lines within 24 months of the date hereof, or if any such facilities are constructed but are thereafter removed without replacement within 60 days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then later interfere with the aforementioned uses or rights granted herein. All utility service lines from a property line to a dwelling shall be underground.

**ARTICLE VII**  
**GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Board of Directors, any Lot Owner 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 of this Declaration, or to recover damages, or impose any appropriate equitable or legal remedy for such violation. Failure by the Board of Directors 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.
  
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.
  
3. Invalidation of any covenant by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

**For Lots:** 6, 7, 8, 10, 15, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 71, 72, 73, 76, 80, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, and Outlots A, B, C, D and E, all in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

**THE RIDGES LIMITED PARTNERSHIP,**  
A Nebraska Limited Partnership, by and  
Through Ridges Corporation, General  
Partner, the "Declarant"

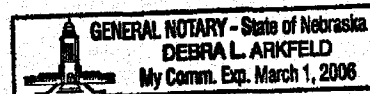
By: *Timothy J. McReynolds*  
Timothy J. McReynolds, President  
Ridges Corporation, General Partner

Date: 6-8-04

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

On this 8<sup>th</sup> day of June, 2004, before me a notary public, came and appeared Timothy J. McReynolds, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me did state that he was duly authorized in his capacity as President of Ridges Corporation, General Partner, to execute the foregoing, and did state that he had read and was fully advised of the contents thereof; and, that such were executed in his office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

*Debra L. Arkfeld*  
Notary Public



IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

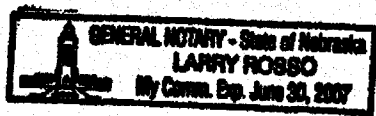
Dale T. Busenbark Lot(s) 17  
Signature

Dale T. Busenbark Date: June 24, 2004  
Print Name

\_\_\_\_\_  
Signature Lot(s) \_\_\_\_\_

\_\_\_\_\_  
Print Name Date: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was executed before me this 24th day of June, 2004, by  
Dale T. Busenbark the Owner(s)  
of Lot(s) 17

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Sally Korth  
Signature

Lot(s) 54, Brookfield at The Ridges

Sally Korth  
Print Name

Date: 6-15-04

Fred Korth  
Signature

Lot(s) \_\_\_\_\_

FRED KORTH  
Print Name

Date: 6/15/04

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing was excuted before me this 15 day of June, 2004, by

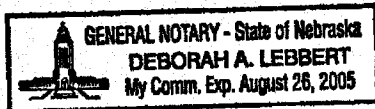
Sally A. Korth and Fred J. Korth, Wife and Husband the Owner(s)

a/k/a Sally Dorth and Fred Korth  
of Lot(s) \_\_\_\_\_

Lot 54, Brookfield at The Ridges

Deborah A. Lebbert

Notary Public



IN WITNESS WHEREOF, the Declarant has caused these presents to be  
executed this 12 day of May, 2004.

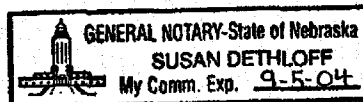
Mitchell & Marilyn Lowe  
"Declarant"

By Mitchell & Marilyn Lowe  
Its \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) SS.:  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 12 day of  
May, '04

Susan Dethloff



IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

[Signature] Lot(s) \_\_\_\_\_  
Signature

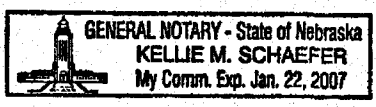
TOM COLLINAN Date: 06.25.2004  
Print Name

\_\_\_\_\_  
Signature Lot(s) \_\_\_\_\_

\_\_\_\_\_  
Print Name Date: \_\_\_\_\_

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing was excuted before me this 25th day of June, 2004, by  
Tom Collinan the Owner(s)  
of Lot(s) \_\_\_\_\_.



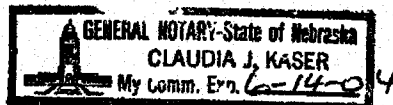
Kellie M. Schaefer  
Notary Public



IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>William B. Anderson</u> Signature	Lot(s) <u>70</u>
<u>William B. Anderson</u> Print Name	Date: <u>6/14/04</u>
<u>Nancy R. Anderson</u> Signature	Lot(s) <u>70</u>
<u>Nancy R. Anderson</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



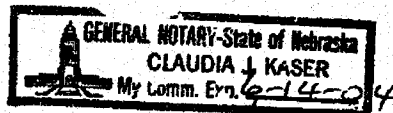
The foregoing was executed before me this 14th day of June, 2004, by William B.

Nancy R. Anderson the Owner(s) of Lot(s) 70

Claudia J. Kaser  
Notary Public

<u>Duane W. Brackenburg</u> Signature	Lot(s) <u>19</u>
<u>Duane W. Brackenburg</u> Print Name	Date: <u>06/14/04</u>
<u>Loranna Brackenburg</u> Signature	Lot(s) <u>19</u>
<u>LORANNA BRACKENBURY</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



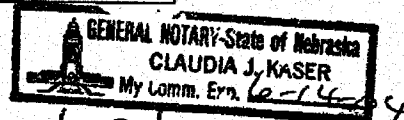
The foregoing was executed before me this 14th day of June, 2004, by Duane W. &

Loranna Brackenburg the Owner(s) of Lot(s) 19

Claudia J. Kaser  
Notary Public

<u>Leland P. Schroeder</u> Signature	Lot(s) <u>101 &amp; 118</u>
<u>Leland P. Schroeder</u> Print Name	Date: <u>06-14-04</u>
<u>Doris A. Schroeder</u> Signature	Lot(s) <u>101 &amp; 118</u>
<u>Doris A. Schroeder</u> Print Name	Date: <u>06-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was executed before me this 14th day of June, 2004, by Leland P. &

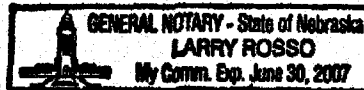
Doris A. Schroeder the Owner(s) of Lot(s) 101 & 118

Claudia J. Kaser  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Cletas Hottouy</u> Signature	Lot(s) <u>121</u>
<u>Cletas Hottouy</u> Print Name	Date: <u>6-14-04</u>
<u>Alois A. Hottouy</u> Signature	Lot(s) <u>121</u>
<u>Alois A. Hottouy</u> Print Name	Date: <u>6-14-04</u>

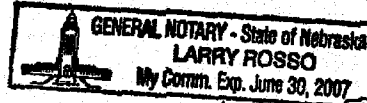
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by ALOIS A & CLETAS M. HOTTOUY the Owner(s) of Lot(s) 121  
Larry Rosso  
 Notary Public

<u>John E Hill</u> Signature	Lot(s) <u>82</u>
<u>John E Hill</u> Print Name	Date: <u>6-14-04</u>
<u>Larue E Hill</u> Signature	Lot(s) <u>82</u>
<u>Larue E Hill</u> Print Name	Date: <u>6-14-04</u>

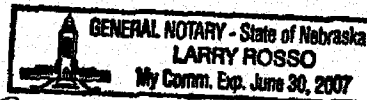
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by John E. and Larue E. Hill the Owner(s) of Lot(s) 82  
Larry Rosso  
 Notary Public

<u>Jeanne A Schinstock</u> Signature	Lot(s) <u>78</u>
<u>Jeanne A Schinstock</u> Print Name	Date: <u>6-14-04</u>
<del>Signature</del>	Lot(s) <del>_____</del>
<del>Print Name</del>	Date: <del>_____</del>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

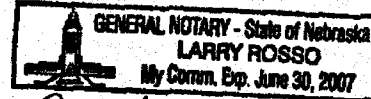


The foregoing was executed before me this 14 day of June, 2004, by Jeanne A Schinstock the Owner(s) of Lot(s) 78  
Larry Rosso  
 Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Carolyn Seaman TRUST</u> Signature	Lot(s) <u>55</u>
<u>Carolyn Seaman</u> Print Name	Date: <u>6/14/04</u>
<u>Carolyn Seaman</u> Signature	Lot(s) _____
_____ Print Name	Date: _____

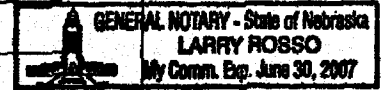
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was executed before me this 14 day of June, 2004, by Carolyn  
Seaman the Owner(s) of Lot(s) 55

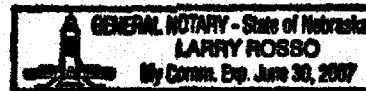
Larry Rosso  
Notary Public

<u>Diana Rickard</u> Signature	Lot(s) <u>123</u>
<u>DIANA RICKARD</u> Print Name	Date: <u>6/14/04</u>
<u>Dwight F. Rickard</u> Signature	Lot(s) <u>123</u>
<u>Dwight F. Rickard</u> Print Name	Date: <u>6/21/04</u>



6-14-04

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



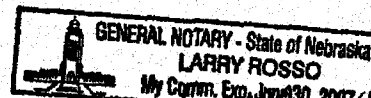
6-21-04

The foregoing was executed before me this 21 day of JUNE, 2004, by \_\_\_\_\_  
the Owner(s) of Lot(s) 123

Larry Rosso  
Notary Public

<u>Leonardo Morello</u> Signature	Lot(s) <u>#69</u>
<u>LEONARDO MORELLO</u> Print Name	Date: <u>6-14-04</u>
<u>morello MORELLO</u> Signature	Lot(s) <u>69</u>
<u>MARY</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



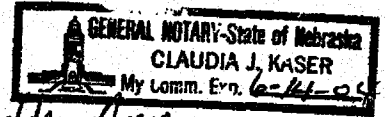
The foregoing was executed before me this 14th day of June, 2004, by Leonardo Morello  
and Leonardo Morello the Owner(s) of Lot(s) \_\_\_\_\_

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Judith Ann Santiago</u> Signature	Lot(s) <u>2</u>
<u>Judith Ann Santiago</u> Print Name	Date: <u>6/14/04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

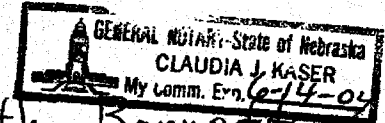


The foregoing was executed before me this 14th day of June, 2004, by Judith Ann Santiago the Owner(s) of Lot(s) 2

Claudia J. Kaser  
Notary Public

<u>Judith Bonnett</u> Signature	Lot(s) <u>22</u>
<u>Judith Bonnett</u> Print Name	Date: <u>6/14/04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

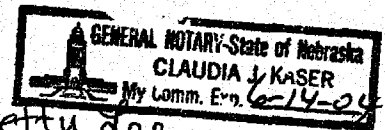


The foregoing was executed before me this 14th day of June, 2004, by Judith Bonnett the Owner(s) of Lot(s) 22

Claudia J. Kaser  
Notary Public

<u>Betty Lee Gerdes Trust</u> Signature	Lot(s) <u>124</u>
<u>Betty Lee Gerdes Trust</u> Print Name	Date: <u>6-14-04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



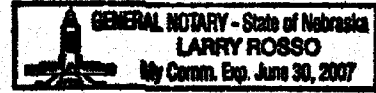
The foregoing was executed before me this 14th day of June, 2004, by Betty Lee Gerdes Trust the Owner(s) of Lot(s) 124

Claudia J. Kaser  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u><i>A BACA</i></u> Signature	Lot(s) <u>128</u>
<u>APOLONIO BACA</u> Print Name	Date: <u>6/14/04</u>
<u><i>Felipa Baca</i></u> Signature	Lot(s) <u>128</u>
<u>FELIPA BACA</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

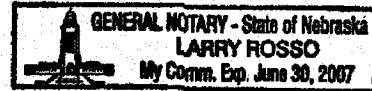


The foregoing was excuted before me this 14 day of JUNE, 2004, by APOLONIO BACA  
FELIPA BACA the Owner(s) of Lot(s) 128

*Larry Rosso*  
Notary Public

<u><i>Margaret H. Sommers</i></u> Signature	Lot(s) <u>125</u>
<u>Margaret H. Sommers</u> Print Name	Date: <u>6-14-04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

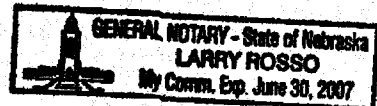


The foregoing was excuted before me this 14 day of JUNE, 2004, by MARGUERET  
SOMMERS the Owner(s) of Lot(s) 125

*Larry Rosso*  
Notary Public

<u><i>Sharon R. Redding</i></u> Signature	Lot(s) <u>9</u>
<u>Sharon R. Redding</u> Print Name	Date: <u>6/14/04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14 day of JUNE, 2004, by

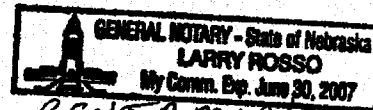
SHARON REDDING the Owner(s) of Lot(s) 9

*Larry Rosso*  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Connie Schleich-Williams</u> Signature	Lot(s) <u>#1</u>
<u>Connie Schleich-Williams</u> Print Name	Date: <u>06/14/04</u>
<u>Benjamin R Williams</u> Signature	Lot(s) <u>#1</u>
<u>BENJAMIN R WILLIAMS</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



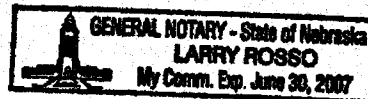
The foregoing was executed before me this 14 day of JUNE, 2004, by BENJAMIN

CONNIE WILLIAMS the Owner(s) of Lot(s)

Larry Rosso  
Notary Public

<u>Claudia Kaser</u> Signature	Lot(s) <u>61</u>
<u>Claudia Kaser</u> Print Name	Date: <u>6-14-04</u>
<u>Terry R. Kaser</u> Signature	Lot(s) <u>61</u>
<u>TERRY R. KASER</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



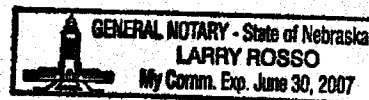
The foregoing was executed before me this 14 day of JUNE, 2004, by TERRY + CLAUDIA

KASER the Owner(s) of Lot(s)

Larry Rosso  
Notary Public

<u>Edward A. Holyoke</u> Signature	Lot(s) <u>35</u>
<u>Edward A. Holyoke</u> Print Name	Date: <u>6/14/04</u>
<u>Sharon B Holyoke</u> Signature	Lot(s) <u>35</u>
<u>Sharon B Holyoke</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was executed before me this 14 day of JUNE, 2004, by

EDWARD + SHARON the Owner(s) of Lot(s)

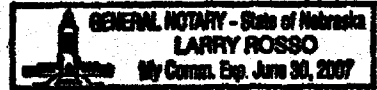
HOLYOKE

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>[Signature]</u> Signature	Lot(s) <u>14</u>
<u>JAMES G. CUMMINS</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>14</u>
<u>GAIL A. CUMMINS</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



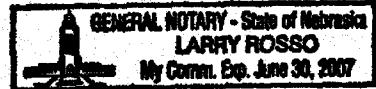
The foregoing was executed before me this 14 day of JUNE, 2004, by JAMES G.

GAIL CUMMINS the Owner(s) of Lot(s) 14

[Signature]  
Notary Public

<u>[Signature]</u> Signature	Lot(s) <u>79</u>
<u>B. CHARLENE FLETCHER</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>[Signature]</u>
<u>[Signature]</u> Print Name	Date: <u>[Signature]</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



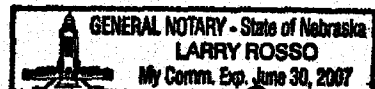
The foregoing was executed before me this 14 day of JUNE, 2004, by CHARLENE

FLETCHER the Owner(s) of Lot(s) 79

[Signature]  
Notary Public

<u>[Signature]</u> Signature	Lot(s) <u>120</u>
<u>L. PAUL COMEAU</u> Print Name	Date: <u>5 July 2004</u>
<u>[Signature]</u> Signature	Lot(s) <u>120</u>
<u>LYNDA M COMEAU</u> Print Name	Date: <u>5 July 2004</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was executed before me this 5th day of July, 2004, by L. Paul Comeau

and Lynda M Comeau the Owner(s) of Lot(s) 120

[Signature]  
Notary Public

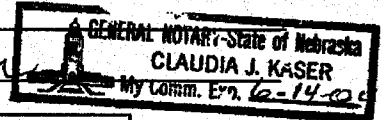
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Joanne Heiman</u> Signature	Lot(s) <u>65</u>
<u>JOANNE HEIMAN</u> Print Name	Date: <u>6/14/04</u>
<u>Greg Heiman</u> Signature	Lot(s) <u>65</u>
<u>Greg Heiman</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Joanne Heiman & Greg Heiman the Owner(s) of Lot(s) 65

Claudia J. Kaser  
Notary Public

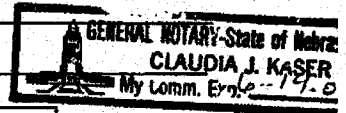


<u>Jodie F. Gere</u> Signature	Lot(s) <u>75</u>
<u>Jodie F. Gere</u> Print Name	Date: <u>6-14-04</u>
<u>Claudia G. Matthews</u> Signature	Lot(s) <u>75</u>
<u>Claudia G. Matthews</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Jodie F. Gere & Claudia G. Matthews the Owner(s) of Lot(s) 75

Claudia J. Kaser  
Notary Public



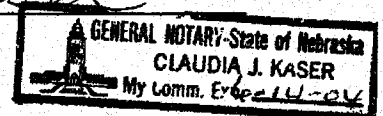
<u>Joseph G. Weber</u> Signature	Lot(s) <u>#57</u>
<u>Joseph Weber</u> Print Name	Date: <u>6-14-04</u>
<u>Colleen K. Weber</u> Signature	Lot(s) <u>#57</u>
<u>Colleen K. Weber</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Joseph G. Weber and Colleen K. Weber the Owner(s) of Lot(s) 57

Claudia J. Kaser  
Notary Public

23

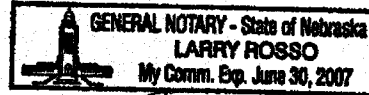




IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Thomas R. Haynes</u> Signature	Lot(s) <u>74</u>
<u>Thomas R. Haynes</u> Print Name	Date: <u>6/14/04</u>
<u>Sandra E. Haynes</u> Signature	Lot(s) <u>74</u>
<u>Sandra E. Haynes</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

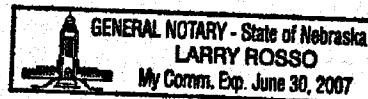


The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Thomas R. Haynes & Sandra E. Haynes the Owner(s) of Lot(s) 74

Larry Rosso  
Notary Public

<u>C. Barclay Wade</u> Signature	Lot(s) <u>5</u>
<u>C. Barclay Wade</u> Print Name	Date: <u>6/14/04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

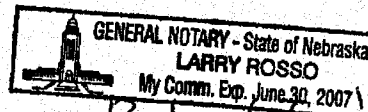


The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by C. Barclay Wade the Owner(s) of Lot(s) 5

Larry Rosso  
Notary Public

<u>R. J. Mathias</u> Signature	Lot(s) <u>77</u>
<u>Richard J. Mathias</u> Print Name	Date: <u>06/14/04</u>
<u>Joan M. Mathias</u> Signature	Lot(s) <u>77</u>
<u>Joan M. Mathias</u> Print Name	Date: <u>06/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



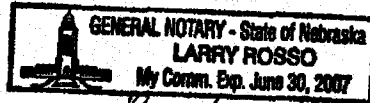
The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Richard J. Mathias & Joan M. Mathias the Owner(s) of Lot(s) 77

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Barton R Culbertson</u> Signature	Lot(s) <u>66</u>
<u>BARTON R CULBERTSON</u> Print Name	Date: <u>6-14-04</u>
<u>Karen J Culbertson</u> Signature	Lot(s) <u>66</u>
<u>KAREN J CULBERTSON</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

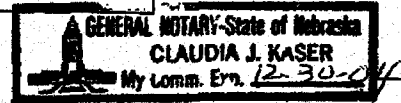


The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Barton R & Karen J. Culbertson the Owner(s) of Lot(s) 66

Larry Rosso  
Notary Public

<u>Larry Rosso</u> Signature	Lot(s) <u>112</u>
<u>LARRY ROSSO</u> Print Name	Date: <u>6-14-04</u>
<u>Penny E Rosso</u> Signature	Lot(s) <u>112</u>
<u>PENNY E ROSSO</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Larry V & Penny E. Rosso the Owner(s) of Lot(s) 112

Claudia J Kaser  
Notary Public

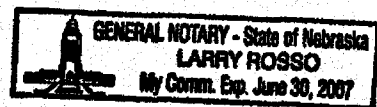
<u>Dan Pistulka</u> Signature	Lot(s) <u>64</u>
<u>Dan Pistulka</u> Print Name	Date: <u>6/14/04</u>
<u>Carol Pistulka</u> Signature	Lot(s) <u>64</u>
<u>Carol Pistulka</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Dan & Carol Pistulka the Owner(s) of Lot(s) 64

Larry Rosso  
Notary Public

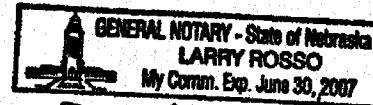
25



IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>David W Minard</u> Signature	Lot(s) <u>67</u>
<u>David W Minard</u> Print Name	Date: <u>6-14-04</u>
<u>Patricia A Minard</u> Signature	Lot(s) <u>67</u>
<u>PATRICIA A. MINARD</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

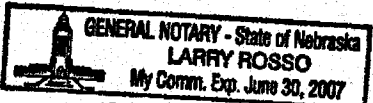


The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by David W. & Patricia A. Minard the Owner(s) of Lot(s) 67

Larry Rosso  
Notary Public

<u>Alaine Duncan</u> Signature	Lot(s) <u>4</u>
<u>Diane Duncan</u> Print Name	Date: <u>06-14-2004</u>
<del>Signature</del>	Lot(s) <del>_____</del>
<del>Print Name</del>	Date: <del>_____</del>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

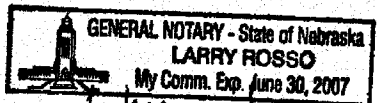


The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Diane Duncan the Owner(s) of Lot(s) 4

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Notary Public

<u>Gail Hemschemeyer</u> Signature	Lot(s) <u>81</u>
<u>Gail Hemschemeyer</u> Print Name	Date: <u>6-14-04</u>
<u>John Hemschemeyer</u> Signature	Lot(s) <u>81</u>
<u>John Hemschemeyer</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



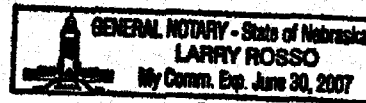
The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by John & Gail Hemschemeyer the Owner(s) of Lot(s) 81

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Robyn Christenson</u> Signature	Lot(s) <u>11</u>
<u>Robyn Christenson</u> Print Name	Date: <u>6-14-04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

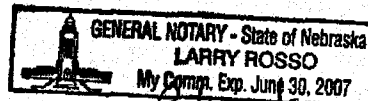


The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Robyn Christenson the Owner(s) of Lot(s) 11

Larry Rosso  
Notary Public

<u>Patrick Foxvog</u> Signature	Lot(s) <u>18</u>
<u>Patrick Foxvog</u> Print Name	Date: <u>6-14-04</u>
<u>Jeannette Foxvog</u> Signature	Lot(s) <u>18</u>
<u>Jeannette Foxvog</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

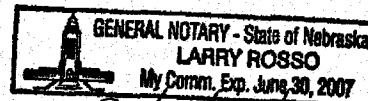


The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Patrick and Jeannette Foxvog the Owner(s) of Lot(s) 18

Larry Rosso  
Notary Public

<u>Salachardrar Wariyar</u> Signature	Lot(s) <u>119</u>
<u>Salachardrar Wariyar</u> Print Name	Date: <u>June 14. 04</u>
<u>Indira B Wariyar</u> Signature	Lot(s) <u>119</u>
<u>INDIRA B. WARIYAR</u> Print Name	Date: <u>JUNE 14. 04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



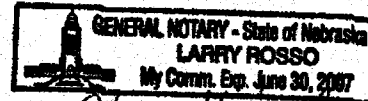
The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Salachardrar & Indira B Wariyar the Owner(s) of Lot(s) Patrick Foxvog

Larry Rosso  
Notary Public

IN WITNESS WHEREOF the Declarants have caused these presents to be executed on the following dates:

<u>[Signature]</u> Signature	Lot(s) <u>126</u>
<u>GLEN H SANDERS</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>126</u>
<u>ARDYTH T SANDERS</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

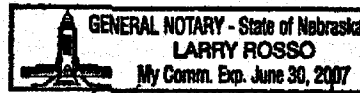


The foregoing was executed before me this 14th day of June, 2004, by Glen H & Ardyth T. Sanders the Owner(s) of Lot(s) 126

Larry Rosso  
Notary Public

<u>[Signature]</u> Signature	Lot(s) <u>62</u>
<u>GLEN W DARE</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>62</u>
<u>CAROL S. DARE</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

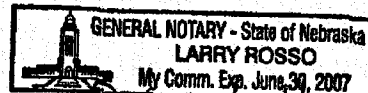


The foregoing was executed before me this 14th day of June, 2004, by Glen W & Carol S Dare the Owner(s) of Lot(s) 62

Larry Rosso  
Notary Public

<u>[Signature]</u> Signature	Lot(s) <u>56</u>
<u>Richard Horton</u> Print Name	Date: <u>6-14-04</u>
<u>[Signature]</u> Signature	Lot(s) <u>56</u>
<u>LINDA L. HORTON</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



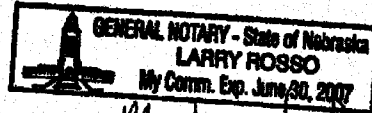
The foregoing was executed before me this 14th day of June, 2004, by Richard Horton & Linda S. Horton the Owner(s) of Lot(s) 56

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Barbara O'Daniel</u>	Lot(s)	<u>59</u>
Print Name <u>Barbara O'Daniel</u>	Date:	<u>6/14/04</u>
Signature <u>Michael O'Daniel</u>	Lot(s)	<u>59</u>
Print Name <u>Michael O'Daniel</u>	Date:	<u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

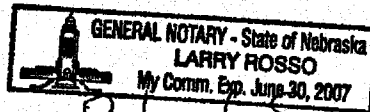


The foregoing was executed before me this 14th day of June, 2004, by Michael O' & Barbara O'Daniel the Owner(s) of Lot(s) 59

Larry Rosso  
Notary Public

Signature <u>Robt Sample</u>	Lot(s)	<u>60</u>
Print Name <u>Robt Sample</u>	Date:	<u>6/14/04</u>
Signature <u>Sylvia Sample</u>	Lot(s)	
Print Name <u>Sylvia Sample</u>	Date:	

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

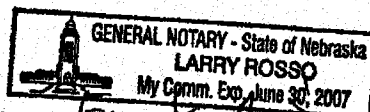


The foregoing was executed before me this 14th day of June, 2004, by Robert Sample and Sylvia Sample the Owner(s) of Lot(s) 60

Larry Rosso  
Notary Public

Signature <u>Frank A. Bianco</u>	Lot(s)	<u>2</u>
Print Name <u>Frank A. Bianco</u>	Date:	<u>6/14/04</u>
Signature <u>Cheryl Bianco</u>	Lot(s)	<u>2</u>
Print Name <u>Cheryl Bianco</u>	Date:	<u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was executed before me this 14th day of June, 2004, by Frank A & Cheryl Bianco the Owner(s) of Lot(s) 2

Larry Rosso  
Notary Public

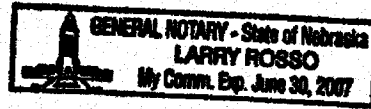
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Leo J. Lang</u> Signature	Lot(s) <u>16</u>
<u>Leo J. Lang</u> Print Name	Date: <u>June 13, 2004</u>
<u>Mary J. Lang</u> Signature	Lot(s) <u>16</u>
<u>Mary J. Lang</u> Print Name	Date: <u>June 13, 2004</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 13 day of June, 2004, by Leo J. & Mary

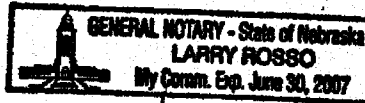
J. Lang. the Owner(s) of Lot(s) 16

Larry Rosso  
Notary Public

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Susanne Danielson</u>	Lot(s) <u>13</u>
Print Name <u>Susanne Danielson</u>	Date: <u>6-14-04</u>
<del>Signature</del>	<del>Lot(s)</del>
<del>Print Name</del>	<del>Date:</del>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

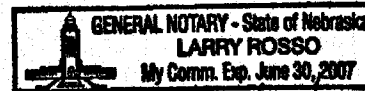


The foregoing was excuted before me this 14th day of June, 2004, by Susanne Danielson the Owner(s) of Lot(s) 13

Larry Rosso  
Notary Public

Signature <u>Lana K Longacre</u>	Lot(s) <u>83</u>
Print Name <u>LANA K LONGACRE</u>	Date: <u>6.15.04</u>
<del>Signature</del>	<del>Lot(s)</del>
<del>Print Name</del>	<del>Date:</del>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

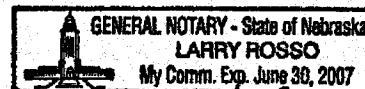


The foregoing was excuted before me this 15th day of June, 2004, by Lana K. Longacre the Owner(s) of Lot(s) 83

Notary Public

Signature <u>David Cecil</u>	Lot(s) <u>34</u>
Print Name <u>David Cecil</u>	Date: <u>6/16/04</u>
Signature <u>Nancy M. Cecil</u>	Lot(s) <u>34</u>
Print Name <u>Nancy M. Cecil</u>	Date: <u>6-16-04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was excuted before me this 16th day of June, 2004, by David Cecil and Nancy M. Cecil the Owner(s) of Lot(s) 34

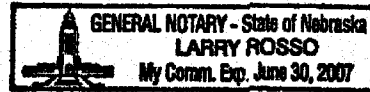
Larry Rosso  
Notary Public



IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Joanne Hinchcliff</u>	Lot(s) <u>63</u>
Print Name <u>Joanne Hinchcliff</u>	Date: <u>June 17-03</u>
Signature	Lot(s)
Print Name	Date:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



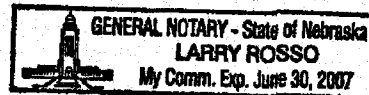
The foregoing was excuted before me this 17th day of June, 2004, by Joanne Hinchcliff

the Owner(s) of Lot(s) 63

Larry Rosso  
Notary Public

Signature <u>Thomas L. Dehner</u>	Lot(s) <u>58</u>
Print Name <u>Thomas L. Dehner</u>	Date: <u>June 19-04</u>
Signature <u>Karen J. Dehner</u>	Lot(s) <u>58</u>
Print Name <u>KAREN J DEHNER</u>	Date: <u>June 19-04</u>

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing was excuted before me this 19th day of June, 2004, by Thomas L. and

Karen J. Dehner

the Owner(s) of Lot(s) 58

Larry Rosso  
Notary Public

Signature	Lot(s)
Print Name	Date:
Signature	Lot(s)
Print Name	Date:

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing was excuted before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_

the Owner(s) of Lot(s) \_\_\_\_\_

Notary Public

