

BOOK **785** PAGE **558**

RECEIVED

1996 AUG 14 PM 3 00

GEORGE J. DUBOIS
COUNTY CLERK
DOUGLAS COUNTY, NEBR.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Charles G. Smith, Trustee, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Nebraska, which is more particularly described as:

Lots 1-85, inclusive, Rambleridge Replat III, a subdivision in Douglas County, as surveyed, platted and recorded in Douglas County; and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value and desirability of said property; and

WHEREAS, Declarant is desirous that said easements, restrictions, covenants and conditions for the use of said premises be identical to those easements, restrictions, covenants and conditions contained in that certain Declaration dated May 25, 1973, and recorded in Book 532 at Page 495 of the Miscellaneous Record Book of the Douglas County Register of Deeds Office, pertaining to certain real estate located in Douglas County, Nebraska, more particularly described in said Declaration and commonly known as Rambleridge Subdivision, except as otherwise expressly stated herein; and

WHEREAS, Declarant is desirous that the owners of the Properties, as hereinafter defined, be members of the Rambleridge Property Owners Association, Inc., its successors and assigns, a Nebraska nonprofit corporation established for the purpose of governing Rambleridge, and that the owners and the Properties be subject to the provisions of the Bylaws, and all rules and regulations of said Association.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described, as well as any other property submitted hereto as provided herein, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until 20 years from the date

15625 Misc A

785 Del VK N 91-13811 Fee 92.20
PG 558-567 Indx R24 J MC B.C
OF TUSEW Comp PR Comp

BOOK 785 PAGE 559

hereof at which time said covenants shall be automatically extended for successive periods of 10 years unless by written agreement of two-thirds majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to ~~Ramble-~~**ridge Property Owners Association, Inc.**, its successors and assigns, a Nebraska nonprofit corporation.

Section 2. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by Sanitary and Improvement District No. 257 of Douglas County, Nebraska, or its successors in interest, for the common use and enjoyment of the owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Improved Lot" shall mean and refer to any lot of the Properties upon which shall be erected a dwelling, the construction of which shall be at least 95% completed according to the plans and specifications for construction of said dwelling. All other lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 95% completed according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 8. "Declarant" shall mean and refer to Charles G. Smith, Trustee, his successors and assigns, if such successors or assigns should acquire more than one developed lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the Bylaws of the Association regulating transfer of Declarant Membership.

BOOK 785 PAGE 560

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to any Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot within the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

- (a) "Resident Members" shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.
- (b) "Declarant and its assigns", provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the Bylaws. The Declarant member or its successors shall be entitled to three (3) votes for each lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed lot owned within the Properties as defined herein, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether

BOOK 785 PAGE 561

or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments for charges for the purposes hereinafter set forth in Section 2 hereof, and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each lot on the Properties which, considering the revenue derived from regular annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance and security upon improved lots and the Common Area surrounding said improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be the sum of \$1.00 per month until commencement of construction thereon, and after the commencement of construction and until said lot be improved as herein defined, the regular assessment shall be \$2.00 per month for each unimproved lot. The budget and assessments shall be approved and ratified by the Directors at

BOOK 785 PAGE 562

the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray in whole or in part any extraordinary general expenses of the Association, 1/12 of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the regular assessment with respect to said lot, until the said assessment shall be paid in full.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The regular annual assessments provided for herein shall commence as to all unimproved lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 95% completed according to the plans and specifications for construction of said dwelling. As provided in the Bylaws, the first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 9% per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or

BOOK 785 PAGE 563

transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board ("Committee"). In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The plans and specifications submitted by Construction Sciences, Inc. for the homes known as Lane II, Timberline, Stylist, Designer, New Horizon and Huntington, which have two-car garages, shall not be subject to the above approval requirements.

ARTICLE VI
GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the Properties without the written consent of the Committee.

Section 2. Buildings or Uses other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply:

- (a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Properties, or

BOOK 785 PAGE 564

- (b) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices, or
- (c) to any portion of a building leased for residential purposes for a term exceeding one year,

if written permission for such placement, erection or use under (a) above is first obtained from the Committee. Permission of the Committee is not required for exception (b) above.

Section 3. Fences, Etc. No fences, except chainlink or wood, or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the Properties except such fence or enclosures as may be authorized by the Committee. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable thereto. No truck, trailer, boat, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area or street in the Properties. **Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations.** No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the Properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the Properties. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

Section 4. Plantings, Etc. Contemporaneously with the completion of improvements on the premises, each lot shall be sodded in the front and side yards. A minimum of one deciduous trees shall be planted upon the lot upon completion of improvements. All of said sodding and trees shall be adequately maintained upon the premises.

Section 5. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to 2 per household. All pets shall be leashed when outside of the home and patio area. No such pet shall be kept, bred or maintained for commercial purposes.

Section 6. Noxious Activity. No noxious or offensive activity shall be carried on on the Properties, nor shall any trash, ashes or other refuse be thrown placed or dumped upon any vacant building site nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No motorcycles, motor carts, motor scooters, minibikes or snowmobiles (other than those permitted in Omaha City Parks) shall be permitted or used in the Common Area.

Section 7. Lighting. All homes constructed on the Properties shall have installed a front yard light or spotlight attached to the house or garage which will illuminate the driveway and front door area of each house. The Association shall have the authority at its discretion to hire a security guard or guards or subcontract to a security company for employment of security guards for 24-hour security of the homes on the Properties.

Section 8. Billboards Prohibited. The construction, placing or maintenance of billboards or advertising boards or structures on any building site in the Properties is expressly prohibited except for the advertisement of home sales within the area.

Section 9. Outbuildings Prohibited. No outbuildings or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 10. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation; provided, however, nothing contained shall restrict Declarant or his assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of the construction and sale of the Properties. Declarant or his assigns may also erect and maintain model homes for sales purposes and rental and lease purposes, and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the Properties.

Section 11. General Building Restrictions. All lots within the Properties other than any Common Area shall be used only for single-family residences, and not more than one single-family dwelling with garage attached shall be erected, and altered, placed or permitted to remain on any one of said lots, and no such dwelling shall exceed two stories in height. All homes constructed on said lots must have two-car garages. All single-family dwellings located on Lots 1-7, 14, 15, 25, 26, 69, 70 and 86 shall have a minimum of 1,100 sq. ft. enclosed area on the ground floor for a one-story dwelling, or 800 sq. ft. for a one-and-one-half-story dwelling, exclusive of open porches, open breezeways, basements and garages. Front exposed foundations of each improved lot shall be either bricked, brick-scored concrete block painted in brick colors to harmonize with the exterior of the home, or painted, poured brick, formed foundations. Foundations may also be finished with stucco provided same shall harmonize with the architectural design of the dwelling. All homes shall be painted or stained in earth tone colors.

BOOK 785 PAGE 566

Section 12. Exterior Maintenance. In the event an owner of any lot in the Properties shall fail to maintain the premises and improvements situated thereon, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VII
GENERAL PROVISIONS

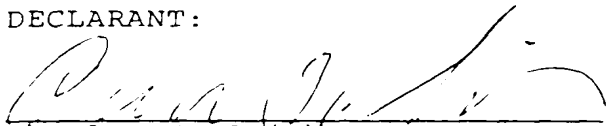
Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90% of the lot owners, and thereafter by an instrument signed by not less than 75% of the lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on _____, 19__.

DECLARANT:



Charles G. Smith, Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On April 24, 1986, before me, a Notary Public, duly commissioned and qualified for said county, personally came

BOOK 785 PAGE 567

Charles G. Smith, Trustee, to me personally known to be the identical person or persons who executed the above release and acknowledged the said instrument to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Karen K. Kula
Notary Public

