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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. DOGLESWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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.

