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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS OF  
SPRING RIDGE REPLAT I,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

This Declaration executed on the date hereinafter set forth is made by Spring Ridge Limited Partnership, a Nebraska Limited Partnership, by and through Spring Ridge 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, Nebraska, and is described as follows:

Lots 1 through 108, Spring Ridge Replat I, and Outlot A.

The Residential Lots are situated in Spring Ridge Replat I, a primarily residential subdivision situated southeast of 180th Street and Pacific Street in Douglas County, Nebraska, and hereinafter referred to as "Spring Ridge Replat I". Spring Ridge Replat I is comprised primarily of the Residential Lots afore-described and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, Spring Ridge Replat I is a complete and complimentary development including single family residences, townhomes, duplexes, and commercial developments.

The Declarant desires to provide for the preservation of the values and amenities of Spring Ridge Replat I, for the maintenance of the character and residential integrity of Spring Ridge Replat I 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 Spring Ridge Replat I. 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 Spring Ridge Replat I utilized for landscape easement, 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 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, 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 and 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 Spring Ridge Replat I 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 foundations shall be constructed of concrete, concrete blocks, brick or stone. If concrete or concrete block, any exposed foundation wall shall at all times be painted with a DRB approved color. 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. All fireplaces or heating stove chimnies 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 asphalt, or other approved material shingles, nonetheless 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 Spring Ridge Replat I 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. 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.

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 Homeowners' Association, through its Board of Directors, may adopt for Spring Ridge Replat I a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Homeowners' Association shall have the right to require participation by all lot owners within Spring Ridge Replat I, 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 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 lot, 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.

In all events the construction, placement or erection of any fence or retaining 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. 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.

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, with married individuals considered as "one owner", 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 Spring Ridge Replat I 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. Any residence constructed within Spring Ridge Replat I, 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.

## ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of Spring Ridge Replat I 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 Spring Ridge Replat I, the maintenance of the

character and residential integrity of Spring Ridge Replat I, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Spring Ridge Replat I, 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 including Outlots B and C; and signs and entrances for Spring Ridge. 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.
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Spring Ridge; and, the protection and maintenance of the residential character of Spring Ridge, 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, Spring Ridge is divided into One Hundred Eight and Outlot A (Lots 1-108 and Outlot A) (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 Outlots A, 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 Spring Ridge.
- 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.

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. 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.

12. 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.

13. 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**  
**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 or such lesser number as it may choose, as long as it owns at least one lot in Spring Ridge Replat I. 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 Spring Ridge Replat I, 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 Spring Ridge Replat I. 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 Spring Ridge Replat I 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 Spring Ridge Replat I in general. 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 Spring Ridge Replat I as residential community. 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 Design Criteria may be amended from time to time by the DRB.

Any written Design Criteria that may be 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.

- 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 Spring Ridge, each owner hereby knowingly and expressly waives any and all Causes of Action for any matters described herein.

#### ARTICLE IV 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 Spring Ridge Replat I.

2. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in Spring Ridge Replat I, 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 28, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

3. 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. 391 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 thereafter

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.

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 within or placed upon any landscaping easement specified and provided within the aforementioned final plat or adopted through lot deed restrictions, nonetheless by the Declarant, Douglas County S.I.D. # 391, 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 V NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Spring Ridge Replat I 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 VI 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 whichever 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 26 day of September, 1997.

Spring Ridge Limited Partnership, a  
Nebraska Limited Partnership, By and  
Through Spring Ridge Corporation, a  
Nebraska Corporation, General Partner  
the "Declarant"

By:   
Timothy J. McReynolds  
President of Spring Ridge Corporation

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) ss.

On this 26 day of September, 1997, before me a notary public, came and appeared Timothy J. McReynolds, President of Spring Ridge Corporation, General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Timothy J. McReynolds did state that he was duly authorized in his capacity as President of Spring Ridge Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of Spring Ridge, a subdivision in Douglas County, Nebraska; 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 Spring Ridge Limited Partnership, a Nebraska Limited Partnership.

  
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 GENERAL NOTARY-State of Nebraska  
KATHLEEN I. GENTILE Notary Public  
My Comm. Exp. Feb. 11, 1998