

*Dan Galt*  
REGISTER OF DEEDS  
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LANCASTER COUNTY, NE

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR WILDERNESS RIDGE TOWNHOMES**

THIS DECLARATION is made and entered into as of this 4th day of May, 2000, by Wilderness Ridge, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**ARTICLE I  
DEFINITIONS**

Unless defined elsewhere in this Declaration, the following terms are defined below:

**"Adjacent Area"** shall mean that portion of Outlot B adjacent to and within close proximity to the Golf Course and the back yards of Lots 17 through 42, Block 1, all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

**"Association"** shall mean the Wilderness Ridge Townhome Association, a Nebraska nonprofit corporation which shall be established for the purpose of enforcing and maintaining compliance with this Declaration.

**"Common Areas"** shall mean all Roadways, all sidewalks located parallel to the Roadways, all private utilities and all Green Area now or hereafter located on the Townhome Property.

**"Declarant"** shall mean Wilderness Ridge, L.L.C., a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the Golf Property, Residential Property, Office Property and Townhome Property defined below.

**"Golf Property"** shall mean the real property legally described as Outlots "A", "C", "D", "F", "G", "H", "J", "K" and "M", all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

**"Green Area"** shall mean the all of the Townhome Property except that portion of the Townhome Property on which any residential structure, sidewalk, driveway, Roadways, patios, or garages are located and except that portion of the northeast and northwest corners of the Townhome Property upon which a portion of two ponds are located.

**"Improvement"** shall mean any residence, building, fence, wall, driveway, patio, patio enclosure, dog kennel, pool house or other external improvement, above or below the ground, including any addition, appendage or exterior alteration thereto.

**"Lot" or "Lots"** shall mean all townhome Lots now or hereafter located on the Townhome Property, defined below, which are shown on any final plat of all or any portion of the Townhome Property that has been filed with the Lancaster County Register of Deeds.

**"Lot Owner"** shall mean 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 of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). 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.

**"Member"** shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

**"Office Property"** shall mean the real property legally described as Outlot "T", Wilderness Ridge Addition and Lot 62 I.T. located in the SW ¼ of Section 24, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., all located in Lincoln, Lancaster County, Nebraska, containing approximately forty acres.

**"Residential Property"** shall mean the real property legally described as Lots 1 through 65, Block 2; Lots 1 through 40, Block 3; Lot 1, Block 5; and Outlot "E", all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

**"Roadways"** shall mean the private roads located on the Townhome Property which are open for the common use of all Lot Owners, their guests and invitees.

**"Townhome Property"** shall mean the real property legally described as Lots 1 through 70, Block 1, and Outlot "B", all located in Wilderness Ridge Addition, Lincoln, Lancaster County, Nebraska.

## ARTICLE II DECLARATION

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the Townhome Property, Golf Property, Residential Property and Office Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, 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. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms.

## ARTICLE III RESTRICTIONS AND COVENANTS

1. Purpose. Each Lot shall be used exclusively for townhome residential purposes.

Filed on Townhome Legals only  
Per Sencryst + Kalkowski Law Firm

2. Plan Approval.

(a) Improvements. No Improvement shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced on any Lot, except for Improvements which have been approved by Declarant as follows:

(i) A Lot Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Such Plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. Concurrent with submission of the Plans, the Lot Owner shall notify the Declarant of the Lot Owner's mailing address. Notwithstanding the foregoing, two sets of a standard set of Plans for multiple Lots may be delivered to Declarant, and in such event, separate Plans for each Lot do not have to be delivered. The standard Plans shall indicate which Lots they are applicable to.

(ii) Declarant 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 Declarant. In this regard, Declarant intends that the Lots 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 Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines, in Declarant's sole discretion, 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, Declarant may refuse approval of the proposed Improvement. Written notice of any disapproval of a proposed Improvement shall be mailed to the Lot Owner at the address specified by the Lot 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 disapproval is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

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

(b) Landscaping. Prior to the construction of any townhome residence on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

- (i) a landscape plan for the entire portion of such Lot that is not covered by the townhome residence to be constructed on such Lot;
- (ii) show a minimum planting schedule for such Lot of:
  - (A) two (2) two-inch caliper deciduous trees, or one (1) evergreen of minimum five feet height and one (1) two-inch caliper deciduous tree; and
  - (B) ten (10) one-gallon containers of plantings in the area described at (i) above;
- (iii) contain a written certification by the Lot Owner that, to wit:
  - (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed at the completion of construction of the townhome residence to be constructed on such Lot, and that such Lot will be sodded (no seeding is permitted) prior to occupancy of the townhome residence, weather permitting;
  - (B) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of such Lot, in accordance with Paragraph 8 of this Article;
  - (C) that the landscape plan, the plantings and the underground sprinkler system required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Association, or the Association's successors or assigns; and
  - (D) that all future landscaping of the area described in (i) above will be submitted to the Declarant for approval prior to the commencement of any such future landscaping in such area.

No construction of any townhome residence on any Lot shall be commenced unless and until written approval of the landscape plan has first been obtained from the Declarant. Written approval or disapproval of such landscape plan shall be given by the Declarant within thirty (30) days from and after receipt of such plans by the Declarant. If notice of approval of the landscape plan is not mailed, if at all, by the Declarant within such period, the proposed landscape plan shall be deemed disapproved by Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Townhome Property.

3. Grading and Erosion Control.

- (a) Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any Improvement shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been

established by the Declarant, they shall not be changed in connection with the construction of any Improvement on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots.

(b) The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences, straw bales or other additional measures if soil is observed to be eroding onto the Golf Property, abutting Lots, sidewalk or into any roadway, Common Facilities or storm sewer swale.

4. Improvement Criteria. No dwelling unit located on any Lot shall be less than 1,600 square feet, exclusive of garage, basement and any second floor. At least ninety percent (90%) of any townhome residence constructed upon a Lot must be faced with Yankee Hill harbor beige brick. All windows must be Pella clad tan low-e glass. Any portion of such residence not faced with brick shall be constructed with matching steel seamless siding. The soffit and fascia shall match the window color. All exposed foundation walls (including walk-out basement walls) shall be constructed of or faced with Yankee Hill harbor beige brick. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. The roof of all Improvements shall be a minimum pitch of 8:12 and shall be covered with Heritage weathered wood shingles. No accessory building shall be constructed upon any Lot without the approval of Declarant as set forth in Paragraph 2 of this Article.

5. Common Areas. The Common Areas (excluding (i) any driveways to any individual Lot from any Roadway, (ii) any sidewalk located between any of the Roadways, (iii) the townhome residence constructed on any Lot and (iv) that portion of the northeast and northwest corners of the Green Area containing portions of ponds that are also located on Golf Property) shall be permanently repaired and maintained by the Association. The Roadways, including all private utilities located within the Roadways and all appurtenances on things incidental thereto shall be repaired and maintained by the Association.

6. Lot Owner's Responsibility. Each individual Lot Owner, at their own expense, shall maintain in good condition the exterior of the townhome residence located upon such Lot Owner's Lot, the driveway from such Lot Owner's Lot to the Roadways, and the sidewalk located between such Lot Owner's townhome residence and the Roadways, and all other sidewalks, patios and/or decks specifically serving such Lot.

7. Golf Course Owner's Responsibility. The Owner of the Golf Property shall be responsible for maintaining that portion of the northeast and northwest corners of the Green Area containing portions of ponds that are also located on Golf Property.

8. Lawn Irrigation and Sodding. Prior to the occupancy of any townhome residence to be constructed upon any Lot(s), an underground lawn irrigation system shall be installed on such Lot(s) and such Lot(s) shall be sodded, weather permitting. No portion of any Lot shall be seeded.

9. Signage. 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"; 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.

10. Exterior Restrictions. No exterior television or radio antenna, satellite receiving dish, or exterior solar heating or cooling device of any sort shall be permitted on any Lot; provided that Declarant may approve a dish-type satellite not to exceed twenty-four inches in diameter.

11. Repair on Lot. 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 or Declarant be visibly stored, parked or abandoned on any Lot.

12. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, vehicle or similar chattel shall be maintained or stored on any part of a Lot, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction.

13. Trash and Rubbish. During construction of any Improvement on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Declarant shall have the right to choose one refuse hauler for the Townhome Property. No garbage or trash can or container or fuel tank shall be permitted on a Lot unless completely screened from view, except for pickup purposes. No 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 Lot. No clothes line shall be permitted outside of any dwelling at any time. No garden shall be permitted on any Lot. No compost pile may be constructed or maintained on any Lot.

14. Fences. No fences shall be allowed on any Lot except as provided in this Paragraph 14. A Lot Owner may be permitted to construct a fence on their Lot in association with the construction of a dog kennel or a swimming pool. All fences must be approved by Declarant pursuant to Paragraph 2 of this Article. Galvanized chain link fences are strictly prohibited. Chain link may be used for kennels only and shall be either black or green in color. Underground electronic fences are permitted.

15. Construction Time Frame. Construction of any Improvement shall be completed within one (1) year 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.

16. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street or road which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or road which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the townhome residence constructed upon such Lot, or (b) whenever required by the City of Lincoln, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road which abuts the Lot owned by such Lot Owner.

17. Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog kennel which shall not exceed 4 feet by 12 feet by 6 feet in height; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant. Dog kennels shall be attached to the dwelling structure and shall not be located in any required setback or sideyard. Under no circumstances shall any animal be allowed onto the Golf Property.

18. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community. 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. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches.

19. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provisions does not apply to Declarant.

20. Temporary Structure. No structure of a temporary character, carport, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently.

21. Utility Service. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

22. Excess Dirt. No dirt from grading, excavation or resulting from any activity on any Lot may be removed from the Townhome Property without the prior written permission of Declarant. Declarant will designate an area or areas within the Townhome Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance.

23. Street Trees. Each Lot Owner, other than Declarant, shall be and does hereby assume any and all responsibility for the planting of one (1) street tree along each street or road that abuts each Lot owned by such Lot Owner. Any street trees installed by the Lot Owner shall count as part of such Lot Owner's minimum landscape requirements.

#### ARTICLE IV BOUNDARY FENCE

1. Fence Location. Declarant plans to construct a boundary fence along Yankee Hill Road with associated landscaping (the "Boundary Fence and Landscaping"). The Boundary Fence and Landscaping will be situated on the north boundary line of Outlot "B", Wilderness Ridge Addition. Such Lot is referred to as a "Boundary Lot".

2. Fence and Landscape Easement. Declarant hereby declares that the Boundary Lot is subject to a permanent and exclusive right and easement in favor of Declarant and the Association to maintain, repair and replace the Boundary Fence and Landscaping. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lot for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence and Landscaping.

#### ARTICLE V EASEMENTS AND RESTRICTIONS RELATING TO GOLF PROPERTY AND OFFICE PROPERTY

1. Assumption of Golf Course Risks.

(a) Declarant expects to construct, operate and maintain a golf course, driving range, club house, practice facilities and maintenance facilities on the Golf Property (collectively "Golf Course"). Declarant anticipates that the proximity of the Lots to the Golf Course will enhance the desirability and value of the Lots to purchasers and their successors and assigns. Nevertheless, purchasers and owners of the Lots should be aware that there are risks associated with the Lots' proximity to the Golf Course. By acceptance of a deed to a Lot, each Lot Owner acknowledges that owning property adjacent to or in proximity with the Golf Course is subject to the following risks and that the Lot Owner assumes each of these risks and the disturbance to or loss of privacy resulting from such: (i) the risk of damage to property or injury to persons and animals from golf balls hit on or over a Lot Owner's Lot; (ii) the entry by golfers onto Lot Owner's Lot to retrieve golf balls; (iii) overspray in connection with the watering or fertilizing of the Golf Course; (iv)



noise from Golf Course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps) all of which may be operated at all times of the day and night and/or continuously; (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) odors arising from irrigation and fertilization of the turf situated on the Golf Course; and (vii) disturbance and loss of privacy resulting from golf cart traffic and golfers. Each Lot Owner acknowledges and understands that (i) pesticides and chemicals may be applied to the Golf Course throughout the year, (ii) reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course, (iii) any portion of the Golf Course may be lit, and (iv) the right of privacy appurtenant to each Lot shall be subject to such disturbance and invasion by noise, windblown debris and the like, as are normally associated with the operation of golf course construction, grass mowing and maintenance equipment.

(b) Each Lot Owner expressly assumes such detriments and risks and agrees that neither Declarant, any builder of a residence on a Lot, the Association, the Golf Course owner(s), the Golf Course designer, the Golf Course builder, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns, shall be liable to the Lot Owner or occupant of any Lot, or any family member, guest, employee or agent, or anyone else claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, bodily injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Lot Owner's Lot or residence to the Golf Course or to adjacent golf paths that are located on private property and not within the Golf Property.

2. Easements. The Declarant hereby declares, grants and establishes the following easement on the Lots in favor of the owner of the Golf Property, its successors and assigns in ownership of all or any part of the Golf Property, and any lessee, licensee, permittee or invitee of the owner of all or any portion of the Golf Property, further including Wilderness Ridge, L.L.C., a Nebraska limited liability company, and its successors and assigns, and the members of Wilderness Ridge, L.L.C. (collectively the "Grantees"), which shall be appurtenant to and run with the land:

perpetual easement for (i) overspray in connection with the watering and fertilizing of the Golf Course; (ii) the intrusion of golf balls onto or over the Lots from the Golf Course; (iii) the entry of golfers at reasonable times and in a reasonable manner to retrieve golf balls; and (iv) the intrusion of noise from mowing and other power equipment during all hours of the day and night. Grantees shall not be liable to any Lot Owner for damage to person or property occasioned by such overspray, entry or intrusion unless occasioned by the intentional act of such person.

3. Easements Benefit Golf Property. The rights and easements granted in this Article are for the use and benefit of the Grantees. Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate any portion of the Golf

Course on the Golf Property, and any golfer who is duly authorized to play golf on the Golf Course.

4. Restriction on Landscaping within Adjacent Area. Neither the Association nor any Lot Owner shall install any landscaping within the Adjacent Area that (i) obstructs the view of the Golf Course, or (ii) creates a barrier or obstacle that restricts or in any manner impedes access from the Golf Course into the Adjacent Area (e.g., a hedge).

5. Golf Course Configuration and Lighting. The owner of the Golf Property may from time to time change the configuration and layout of any portion of the Golf Course on the Golf Property. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. The owner of the Golf Course may also, from time to time, light any portion of the Golf Course. Nevertheless, no Lot Owner shall have any right to object to, or in any manner limit the lighting of any portion of the Golf Course or changes to the Golf Course on the Golf Property, and the easements granted in this Article shall remain fully effective as to all the Lots after such changes.

6. Private Property. The Golf Property is private property. Each Lot Owner acknowledges and understands the owner of the Golf Property shall have the right to change all or any portion of the Golf Course from public to private at any time. Neither the Association nor any Lot Owner shall have any right in and to the Golf Course located on the Golf Property or any amenities contained therein, including the right to enter upon or use any portion of the Golf Course, above the general public, except as may be granted by the owner or operator of the Golf Course from time to time. Lot Owners and their invitees shall comply with all the rules and regulations of the operator of the Golf Course relating to use of and play on the Golf Course. Each Lot Owner acknowledges, understands and agrees that no Lot Owner shall have any right to compel the owner of the Golf Course to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements shall be determined in the sole discretion of the owner of the Golf Course. In addition, each Lot Owner acknowledges that there is no guaranty that said Lot Owner's Lot will have an unobstructed view, or any view at all, of the Golf Course, or lakes or ponds located thereon.

7. Office Property. By acceptance of a deed to a Lot, each Lot Owner acknowledges that the Office Property is zoned O-3 and will contain uses permitted in that zoning district.

## ARTICLE VI HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Townhome Property, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of the Common Areas for the general use, benefit and enjoyment of the Members. The Common Areas shall not

include the Golf Property. The Common Areas may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

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

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Wilderness Ridge; and the protection and maintenance of the residential character of the Townhome Property in concert with the Residential Property and Office Property.

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. Each Lot Owner, other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association. Declarant shall be entitled to ten (10) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. Rights of Membership. Each Member of the Association shall have the right to use and enjoy the Common Areas and shall have any easement over and upon the Common Areas for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner shall construct any structures within the Common Areas without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Areas shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the Townhome Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Areas and the right of the Association, as provided in its Articles and Bylaws to suspend the use of the Common Areas of any Member for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Areas;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of the Members,

providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

(d) The use of the Roadways by the general public pursuant to a public access easement granted or to be granted by the Declarant.

4. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit 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 the Common Areas, and the enforcement of the rules and regulations relating to the Common Areas.

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

(c) 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 Area against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

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

(i) 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.

5. Mandatory Duties of the Association. At a minimum, the Association shall maintain, repair, replace, operate and administer Common Areas.

6. 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 time and in the manner prescribed by the Board.

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 Paragraph 1 of this Article, and to perform the powers and responsibilities of the Association described in Paragraph 3 of this Article.

9. Assessments for 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 Area, including fixtures and personal property related thereto, and related facilities.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, except as provided in Paragraph 14 of this Article..

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 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 as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Dues or 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 rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Lot 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 a 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 Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Areas or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot 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.

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 a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

14. Self-Help by Association. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the townhome residence owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to Paragraph 7 of Article III hereof, in a manner satisfactory to the Board of Directors of the Association, the Board of Directors of the Association may authorize and direct the maintenance or repair of such Lot, residence, driveway or sidewalk by agents or employees of the Association. Such agents or employees shall have the right to enter upon such Lot for the purpose of such maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot that is so repaired.

15. Party Wall.

(a) Any wall placed or constructed on any common Lot line between two adjoining Lots within the Townhome Property shall be a Party Wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements (including the repair or replacement of a roof over such party wall) shall be borne equally by the Members who are record owners of such adjoining Lots.

(b) Each adjoining Lot Owner hereby grants and conveys to each other the right of support for any party wall in the erection of buildings on their respective Lots, and for the purposes of making all necessary connections to said party wall for the construction of any building on their respective Lot. Each Lot Owner hereby consents to the encroachment of the roof overhang from the roof over the adjoining Lot with which such Lot Owner shares a party wall and a common roof.

(c) Any single roof covering adjoining Lots shall be constructed of identical material. In the event of a dispute between adjoining Lots concerning the repair or maintenance for a single roof or a party wall, such dispute shall be submitted to the Board of Directors of the Association, who shall have the sole and absolute authority to rectify such dispute between such adjoining Lot Owners. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

## ARTICLE VII GENERAL PROVISIONS

1. Water and Mineral Rights. Each Lot Owner by acceptance of a deed to a Lot acknowledges that mineral and water rights have been reserved from such Lot and are not being transferred to Lot Owner.

2. Enforcement of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner 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 Declarant or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation or partnership designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion until such time as Declarant, or any person, firm, corporation or partnership designated in writing by Declarant no longer has any ownership interest in the Townhome Property. Thereafter this Declaration may be amended by a written instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of the Lots covered by this Declaration.

4. Assignment. Wilderness Ridge, L.L.C. shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association, at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Wilderness Ridge, L.L.C., or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, 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 with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as

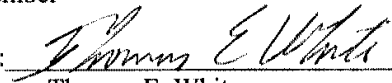
Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.


5. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4<sup>th</sup> IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this day of May, 2000.

**WILDERNESS RIDGE, L.L.C.**, a  
Nebraska limited liability company

By: **RIDGE DEVELOPMENT  
COMPANY**, a Nebraska corporation,  
Member

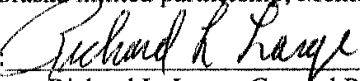
By:   
Thomas E. White  
President of Development

By:   
John C. Brager  
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska  
corporation, Member

By:   
Gerald L. Schleich, President

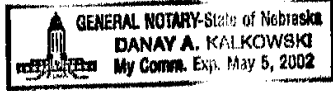
By: **LARGE PARTNERSHIP, LTD.**, a  
Nebraska limited partnership, Member

By:   
Richard L. Large, General Partner



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

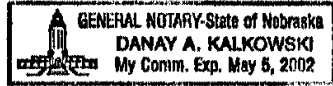
The foregoing was acknowledged before me this 4<sup>th</sup> day of May, 2000, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

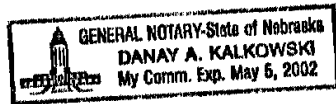
The foregoing was acknowledged before me this 4<sup>th</sup> day of May, 2000, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

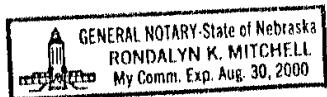
The foregoing was acknowledged before me this 4<sup>th</sup> day of May, 2000, by Gerald L. Schleich, President of **Southview, Inc.**, a Nebraska corporation, Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 22 day of May, 2000, by Richard L. Large, General Partner of Large Partnership, Ltd., Member of **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company on behalf of the limited liability company.



Rondalyn K. Mitchell  
Notary Public