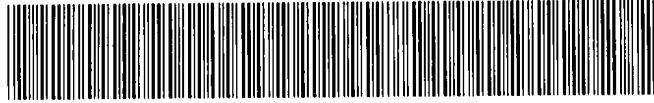




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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 11/15/2011 14:51:27.68



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After recording return to:  
 Frederick S. Cassman  
 Abrahams Kaslow & Cassman LLP  
 8712 W. Dodge Road, Suite 300  
 Omaha, NE 68114

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

WHEREAS, Declarants are the owners of that certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 8, inclusive, and Outlot A, Dundee Ridge Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants desire to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarants hereby declare that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Rows at Dundee Ridge Homeowners Association, a Nebraska nonprofit corporation, its successors and assigns.

WALE 1

✓ 096458

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to:

Lots 1 through 8, inclusive, and Outlot A, Dundee Ridge Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded map or plat, with the exception of any Common Elements.

Section 5. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Elements to be owned by the Association is described as:

Outlot A (which includes the roadway) in Dundee Ridge Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Outlot A shall be subject to a perpetual, non-exclusive easement for ingress and egress, which right shall not be unreasonably interfered with. The easement shall be maintained by the Association.

## ARTICLE II PROPERTY RIGHTS

Section 1. The Association may suspend the voting rights of an Owner that is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. The Association may also suspend the voting rights of an Owner after notice and hearing, for a period not to exceed ninety (90) days, for infraction of published rules and regulations promulgated by the Board.

Section 2. Parking Rights. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

Section 2. The Association shall have one class of voting members defined as follows:

Members shall be all Owners and each Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot. In the event of disagreement among such multiple persons and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarants hereby covenant for each Lot and by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, shall be deemed to covenant and agree to pay to the Association:

- (1) Special assessments for capital improvements, and
- (2) Annual assessments for Common Elements maintenance and other operational expenses of the Homeowners Association with respect to each Lot as deemed necessary by the Association,
- (3) Each owner is responsible for his or her unit's maintenance.

which assessments shall be established and collected as hereinafter provided. The special assessments and annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for Common Elements maintenance, operational expenses and other matters as more fully set out in Article V herein.

Section 3. Annual Assessments. The Board of Directors shall have the authority to levy and assess against each Lot an initial annual maintenance assessment for Common Elements maintenance and operational expenses which assessments shall be payable by each Owner in equal monthly installments. Any additional increase in the annual maintenance assessment above that authorized by the Board of Directors must be approved by a majority of the votes cast by the Members, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessment for Capital Improvements. The Association may levy special assessments from time to time against a Lot for the costs of any construction, reconstruction, repair or replacement of any capital improvements, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a majority of the votes cast by the Members, who shall vote in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 60 days in advance of such meeting. At such meeting, the presence of Members, in person or by proxy, holding fifty percent (50%) of the votes entitled to be cast shall constitute a quorum.

Section 6. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of this Declaration, is sixteen (16) percent per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

Section 7. Payment of Assessments by Electronic Funds Transfer. Every Owner, at his or her option, shall take all actions and execute and deliver all documents as reasonably requested by the Association to arrange for preauthorized payment of the assessments from the Owner's bank account to the bank account designated by the Association for receipt of such electronic funds transfers. Such actions will include, without limitation, the necessary authorization by the Owner to the Owner's bank to allow such bank to make the periodic payment of the assessments directly to the Association's bank account by electronic funds transfer. Each Owner further agrees to maintain adequate funds in its bank account to provide for the full payment of the assessments when due.

ARTICLE V  
EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Lot as set forth hereinafter.

Section 1. Annual assessments may be assessed for, but not limited to, the following:

- (a) Maintenance of Outlot A and underground sprinkler system.
- (b) Trash and garbage removal.
- (c) Snow removal.
- (d) Spring and Fall exterior window cleaning as determined by the Board of Directors.

Section 2. Special assessments may be assessed for, but not limited to, the following:

- (a) Maintain and clean gutters.
- (b) Maintain, repair shrubs and other exterior landscaping improvements.

Section 3. Each Owner shall at all times maintain in good and clean condition and repair his or her unit and the landscaping improvements on the Lot. If any Owner fails to properly maintain the structure and landscaping improvements as provided in this Section 3, the Association may, at its option, after giving the Owner ten (10) days written notice (unless within such ten day period the Owner shall commence and thereafter pursue with due diligence to completion such maintenance), perform or have performed such maintenance. If the Association undertakes such maintenance due to the failure of Owner to perform the same, the costs of such maintenance shall be assessed against Owner and shall be paid to the Association by such Owner upon written demand for payment by the Association. If such costs are not paid within thirty (30) days after written demand from the Association, such assessment shall accrue interest, constitute a lien on the Improved Lot, and be enforceable by the Association, all as set forth in Article IV hereof. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Improved Lot through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. Each Owner will also be responsible for his or her property and liability insurance.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor

shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefor, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association. Failure of the Board to act on such plans as submitted within 30 days after the date of submission shall be deemed to be approval of such plans, and the Owner may proceed in accordance with such plans and specifications.

ARTICLE VII  
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 1. Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his or her Lot, subject to the following restrictions:

- (a) All Lots shall be used only for private dwelling purposes. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No exterior television or radio antenna or dish, other than an inconspicuously mounted or screened satellite dish antenna of less than 19 inches in diameter, shall be erected on any Lot within the Properties.
- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets which, in the case of dogs, shall be limited to two per household. All pets shall be leashed when outside of the residential structure unless restrained by invisible sound-barrier fencing. All unpleasantries created by a household pet shall be the responsibility of the Owner who shall be obligated to clean up after the animal. The Owner also shall prevent any prolonged barking or other noises from the household pets from becoming offensive or annoying to other Owners.
- (c) No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No trailer, tent, shack, barn or other outbuilding shall at any time be used for human habitation, either temporarily or permanently.
- (e) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulation, restriction or exclusion by the Association.

- (f) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

ARTICLE VIII  
ACCESS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE IX  
GENERAL PROVISIONS

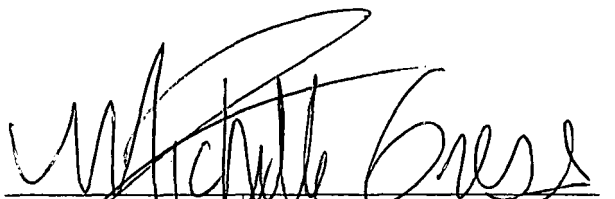
Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any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

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

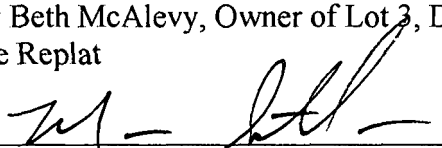
Section 3. Term. The covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

Section 4. Amendment or Termination. This Declaration may be amended or terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots.

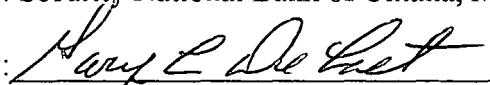
IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants, Conditions and Restrictions as of this \_\_\_\_ day of September, 2011.

  
Michelle Gress, Owner of Lot 1, Dundee Ridge Replat

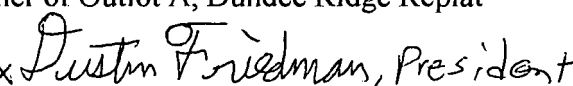
Mary Beth McAlevy, Owner of Lot 3, Dundee Ridge Replat

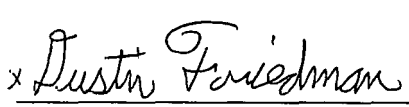
  
Marc Stodola, Owner of Lots 5 and 6, Dundee Ridge Replat

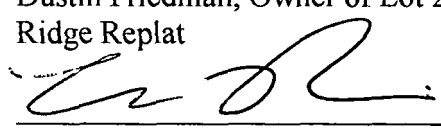
LFive, LLC, a Nebraska limited liability company, Owner of Lot 7, Dundee Ridge Replat  
By: Security National Bank of Omaha, Member

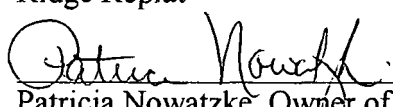
By:   
Gary L. DeLaet, Vice President

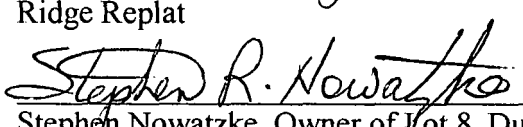
The Rows at Dundee Ridge Homeowners Association, a Nebraska non-profit corporation, Owner of Outlot A, Dundee Ridge Replat

By:   
Dustin Friedman, President

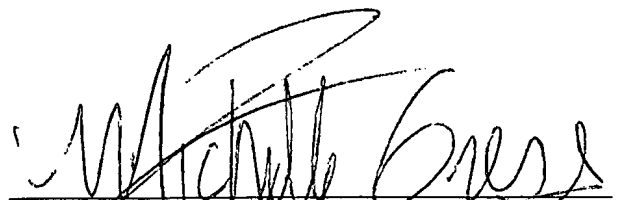
  
Dustin Friedman, Owner of Lot 2, Dundee Ridge Replat

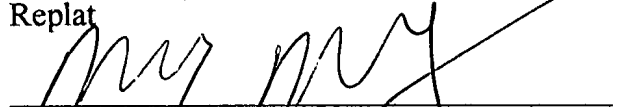
  
Laurel Robinson, Owner of Lot 4, Dundee Ridge Replat

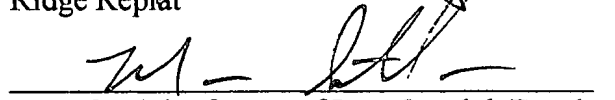
  
Patricia Nowatzke, Owner of Lot 8, Dundee Ridge Replat

  
Stephen Nowatzke, Owner of Lot 8, Dundee Ridge Replat

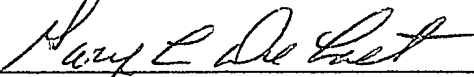


  
Michelle Gress, Owner of Lot 1, Dundee Ridge Replat

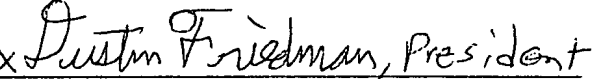
  
Mary Beth McAlevy, Owner of Lot 3, Dundee Ridge Replat

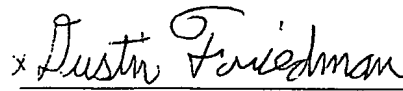
  
Marc Stodola, Owner of Lots 5 and 6, Dundee Ridge Replat

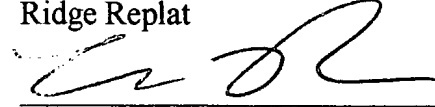
LFive, LLC, a Nebraska limited liability company, Owner of Lot 7, Dundee Ridge Replat  
By: Security National Bank of Omaha, Member

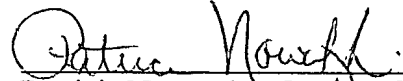
By:   
Gary L. DeLaet, Vice President

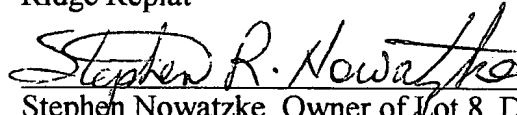
The Rows at Dundee Ridge Homeowners Association, a Nebraska non-profit corporation, Owner of Outlot A, Dundee Ridge Replat

By:   
Dustin Friedman, President

  
Dustin Friedman, Owner of Lot 2, Dundee Ridge Replat

  
Laurel Robinson, Owner of Lot 4, Dundee Ridge Replat

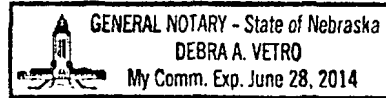
  
Patricia Nowatzke, Owner of Lot 8, Dundee Ridge Replat

  
Stephen Nowatzke, Owner of Lot 8, Dundee Ridge Replat

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 29 day of September, 2011 by Michelle Gress, and acknowledged the execution thereof to be her voluntary act and deed.

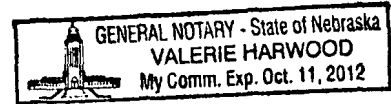
Debra A. Vetro  
Notary Public



✓ STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 16<sup>th</sup> day of September, 2011 by Dustin Friedman, and acknowledged the execution thereof to be his voluntary act and deed.

Valerie Harwood  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

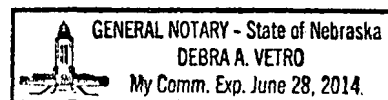
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of September, 2011 by Mary Beth McAlevy, and acknowledged the execution thereof to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 29 day of September, 2011 by Laurel Robinson, and acknowledged the execution thereof to be her voluntary act and deed.

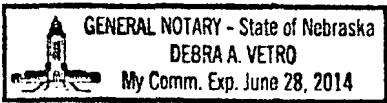
Debra A. Vetro  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 29 day of September, 2011 by Michelle Gress, and acknowledged the execution thereof to be her voluntary act and deed.

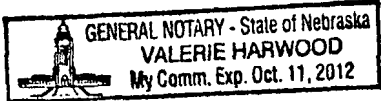
Debra A. Vetro  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 16<sup>th</sup> day of September, 2011 by Dustin Friedman, and acknowledged the execution thereof to be his voluntary act and deed.

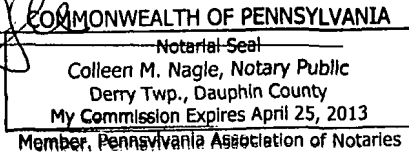
Valerie Harwood  
Notary Public



STATE OF PA )  
 ) ss.  
COUNTY OF Dauphin )

The foregoing instrument was acknowledged before me on the 1st day of November, 2011 by Mary Beth McAlevy, and acknowledged the execution thereof to be her voluntary act and deed.

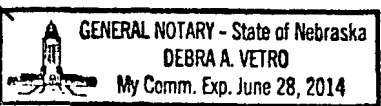
Colleen Nagle  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 29 day of September, 2011 by Laurel Robinson, and acknowledged the execution thereof to be her voluntary act and deed.

Debra A. Vetro  
Notary Public

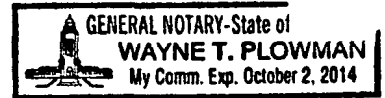
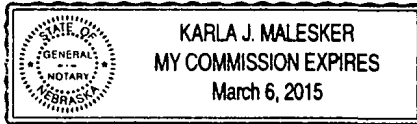


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 17 day of ~~September~~ <sup>OCTOBER</sup>, 2011 by Marc Stodola, and acknowledged the execution thereof to be his voluntary act and deed.

*Wayne T. Plowman*

Notary Public

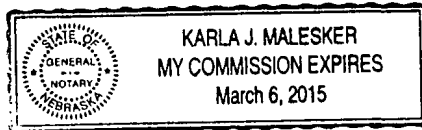


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2011 by Patricia Nowatzke, and acknowledged the execution thereof to be her voluntary act and deed.

*Karla J. Malesker*

Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

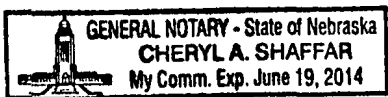
The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2011 by Stephen Nowatzke, and acknowledged the execution thereof to be his voluntary act and deed.

*Karla J. Malesker*

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on the 16 day of September, 2011 by Gary L. DeLaet, the Vice President of Security National Bank of Omaha, Sole Member of LFive, LLC, a Nebraska limited liability company, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the company.

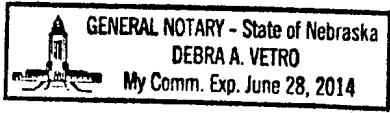


*Cheryl A. Shaffar*

Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 29 day of September, 2011 by Dustin Friedman, President of The Rows at Dundee Ridge Homeowners Association, a Nebraska non-profit corporation, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation.



Debra A. Vetro  
Notary Public