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CIRCLE RIDGE PROPERTY OWNERS ASSOCIATIONDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made on the date hereinafter set forth by the current property owners of certain real property hereinafter described, hereinafter collectively referred to as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is a group of property owners (an "owner" being defined in Article I, Section 2 hereof) of certain real property which contains twelve (12) duplex dwelling units hereinafter collectively referred to as the "Properties" in the County of Douglas, State of Nebraska, which are more particularly described as:

Lots 27 through 38, Lots 42 and 43, inclusive, located in Escalante Hills, a subdivision in Douglas County, as surveyed, platted and recorded, and

WHEREAS, certain prior Declarations and Protective Covenants and Supplements thereto have been caused to be recorded against the Properties. Declarant desires to supplement said Covenants by providing easements, restrictions, covenants, and conditions for the use of the Properties and for the purpose of protecting the private residential character, value and desirability of said Properties.

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, and the easements, restrictions, covenants, and conditions shall be binding on all parties, their heirs, successors, and assigns that have any right, title, or interest in the described Properties or any part of the Properties. The easements, restrictions, covenants and conditions can be changed in whole or in part by written agreement of a total of ten (10) of the twelve (12) Owners of the Properties, and any change by written agreement will be executed and recorded in the manner provided by law for the conveyance of real estate.

ARTICLE IDEFINITION

Section 1. "Association" shall mean and refer to Circle Ridge Property Owners Association, Inc., a Nebraska non-profit corporation, its successors and assigns.

12/37 [signature]
1993 JUL 26 11:09:15

GEORGE [signature]
RECEIVED [signature]
DOUGLAS COUNTY

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Section 2. "Owner" shall mean and refer to the record owner of each of the twelve (12) Properties (each of the 12 dwelling units being located on one of the 12 Properties) identified in Article 2 of the By-Laws, whether one or more persons or entities, of a fee simple title to any lot or portion of a lot or portion thereof which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. There shall be a maximum of twelve (12) Owners and it is possible that an Owner may be the record owner of more than one (1) Property.

Section 3. "Properties" shall mean and refer to that real property described herein or portions thereof which contain all twelve (12) dwelling units.

Section 4. "Common Area" shall mean all real property to be owned by the Sanitary and Improvement District No. 235 of Douglas County, Nebraska and maintained by the Association for the common use and enjoyment of all property owners within said district and which property is legally described as follows, to-wit:

That part of Lot 62, Escalante Hills, a subdivision in Douglas County, Nebraska that is located to the south and east of property described herein (commonly known as "Lot 62 East").

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 6. "Address" shall mean the post office address of one or more of the twelve (12) Properties.

Section 7. "Declarant" shall mean and refer to the current owners of the Properties, their representatives, successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right to and easement of enjoyment in and to the Common Area which shall be appurtenant to and this right shall pass with the title to each address.

Section 2. Delegation of Use. Any Owner may delegate his/her right of enjoyment to the Common Area and Facilities to the members of his/her family, guests, or tenants; provided, however, that said Owner shall be responsible to the Association and the other property owners for the conduct upon and use by said family, guests or tenants of the Common Area.

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ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Owner of each dwelling unit within the twelve (12) Properties (each of the 12 dwelling units being located on a Property), whether located on one or more lots shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from membership of any address which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership as provided by the By-Laws. An Owner shall be entitled to one (1) vote for each of the twelve (12) Properties owned by him/her

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of a Lien and Personal Obligation to an Assessment. Each Owner is deemed to covenant and shall agree to pay to the Association: (1) Regular Annual Assessments or charges (Dues); (2) Special Assessments - such assessments to be established and collected as hereinafter provided. The Regular and the Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall be and constitute until paid, a continuing charge against and lien upon such property against which each Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the person or persons, who is the Owner of such Property at the time that the Assessment fell due. The personal obligation for the delinquent assessment shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to provide for the health, pleasure, recreation, and safety of the Members; or to provide lawn care of all the Properties; to provide for weed and other actual or potential nuisance abatement or control; to provide for security service, weekly garbage and trash removal, snow removal, domestic and lawn water supply, building insurance and other community services; to provide architectural control and secure compliance or enforcement of applicable covenants, easements, restrictions, and similar limitations; and to undertake such other activities appropriate, convenient, or necessary to promote or sustain such interest.

Section 3. Regular Assessments. Before the beginning of each fiscal year (currently January 1), the Association shall meet, adopt and fix in reasonable itemized detail an Annual Budget of the Working Fund for the anticipated fiscal affairs and general

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operation of the Association for the fiscal year. The Association shall levy and collect monthly Assessments (or Dues) from each Member, which together with other sources of income, if any, shall be sufficient to fund the Budget for said fiscal year. The Regular Assessment from each Member shall be uniform in amount. The Budget and the Assessments shall be approved and ratified by the Association at the Annual Meeting prior to any other business to be undertaken at said Annual Meeting.

The Association shall fix the amount of the Monthly Assessment (Dues) at the Annual Meeting together with a "day of the month" that the Monthly Assessment (Dues) shall be paid to the Association. A written notice of the Monthly Assessment (Dues), approved by the Association at the Annual Meeting, will be sent to each Member, together with a copy of the approved Annual Budget immediately (within five (5) days) following the Annual Meeting.

Section 4. Special Assessments for Extraordinary Expenses. In addition to the Monthly Assessments authorized above, the Association may levy, in any Assessment Year, a special assessment applicable to that year only, to defray, in whole or in part, any extraordinary expense of the Association. The method of payment (frequency, date due, lump sum, etc.), will be determined by the vote of ten (10) Owners. An Assessment Year will be determined by the Members and shall not exceed twelve (12) months in duration.

Section 5. Effects of Nonpayment of an Assessment; Remedies to the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest and penalty from the due date at the rate of ten percent (10%) per annum, compounded monthly. The Association may bring an action at law or equity against the Owner personally obligated to pay the Assessment, or foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area, non-use of services provided by the Association, or abandonment of his/her dwelling.

Section 6. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all the Assessments on a specified address have been paid.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Property shall not affect the Assessment lien. No sale or transfer shall relieve the Owner from liability from any Assessments.

Section 8. Exempt Property. No Property shall be exempt from said Assessments unless relieved from said Assessments by the Association.

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ARTICLE VARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties other than the existing structures (house and garage) on the Properties at the time this document is approved, signed and recorded by the Association. Nor shall any change, exterior alteration or exterior addition be made until plans and specifications showing the nature, kind, shape, materials exterior color scheme and the location of same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and typography by the Association, or by its Architectural Control Committee. In the event that the Association, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIMAINTENANCE AND REPAIR

Section 1. All maintenance of and repairs to the interior of any dwelling, structural or nonstructural, ordinary or extraordinary, shall be made by the Owner of such dwelling. Each Owner shall be responsible for all damages to any other dwelling and to the Common Areas resulting from his or her failure to effect such maintenance and repairs.

Section 2. The Association, or its ground maintenance committee shall be responsible for determining the care of the existing grounds, shrubs and trees and the removal, addition, replacement, renovation or deletion of the same.

ARTICLE VIIGENERAL RESTRICTIONS

Section 1. No automobile, truck, trailer, motorcycle, boat, recreational vehicle, not in daily use shall be parked, stored, located or otherwise maintained on the Properties except within the enclosed garage area.

Section 2. No external television, satellite receiving station (dish) or radio antenna shall be erected on or about any of the Properties.

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Section 3. No clothes lines or clothes hangers may be constructed or used on the Properties unless they are completely concealed within an enclosed patio area.

Section 4. No sand box, swing set, jungle gym, equipment, machinery, building materials, etc., or wood piles will be located on the Properties unless they are completely concealed within an enclosed patio or garage area.

Section 5. No livestock, animals or poultry of any kind shall be raised or kept on or in the Properties other than household pets which shall be limited to two (2) per household. Pets shall be leashed when outside the home or patio area. No pet shall be kept, bred or maintained for commercial purposes.

Section 6. No noxious or offensive activity as may be determined by the Membership shall be allowed on the Properties. Nor shall any trash, ashes, or other refuse be thrown, placed, or dumped on any property or Common Area, nor shall anything ever be done which may become an annoyance or nuisance to the neighborhood.

Section 7. The construction, placing, or maintenance of billboards, advertising boards, or related structures on any property is expressly prohibited. "For Sale" or "For Rent" signs of not more than six (6) square feet may be erected by the Owner.

Section 8. These General Restrictions may be augmented or amended from time to time by ten (10) Owners.

ARTICLE VIII

EASEMENTS AND LICENSES

Section 1. Association Easements and Licenses.

A. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot at all times necessary in order to accomplish changes, replacements or repairs to sewers, gas lines, water lines, telephone lines, cable lines, electrical lines, meters, vents and other utilities situated within the Properties, or in order to maintain service to or prevent injury or damage to any persons, Townhomes or other property located within the Properties.

B. The Association and its agents and contractors shall have a general easement and license including all reasonable rights of access, for purposes of mowing, fertilizing, planting and renewing lawns on the Properties.

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ARTICLE IXINSURANCE

Section 1. Basic Coverage. Insurance policy(ies) upon the Properties including the structures, but excluding the furnishings, contents, and personal effects of the individual houses shall be purchased by and in the name of the Association and Members.

Section 2. Payment of Premiums. Insurance premiums will be a part of the Regular Assessment. In the event insurance premiums on the individual Properties may vary slightly, there may be a minor credit or debit due to a Member at the end of a fiscal year. An adjustment to a Member's account will be made once a year.

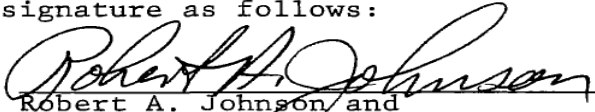
ARTICLE XGENERAL PROVISIONS

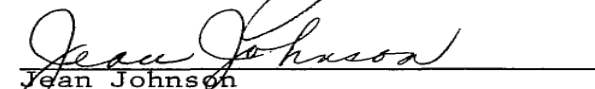
Section 1. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the Properties for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument (agreement) signed by not less than ten (10) of the Members. Any amendment shall be recorded.

IN WITNESS WHEREOF, the undersigned have signed this Declaration on the date of their notarized signature as follows:


Robert A. Johnson and


Jean Johnson
4714 North 111 Circle
Omaha, NE 68164

Irreg. SWly 21.36 Ft. Lot
27 and Irreg. Nthly 49 Ft.
Lot 28

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Irreg. Sthly 37.23 Ft.
Lot 28 and Irreg. Wstly
36.76 Ft. Lot 29

Helen Johnson
Helen Johnson
4710 North 111 Circle
Omaha, NE 68164

Irreg. Estly 33.86 Ft.
Lot 30 and Irreg. SWly
73.35 Ft. Lot 31

Karen Abbott
Karen Abbott
4709 North 111 Circle
Omaha, NE 68164

Irreg. Estly 47.46 Ft.
Lot 29 and Irreg. Estly
47.95 Ft. Lot 30

Vern Rastede
Vern Rastede and
Jean Rastede
Jean Rastede
4705 North 111 Circle
Omaha, NE 68164

Irreg. Nthly 11.99 Ft.
Lot 31 and Irreg. S
56.94 Ft. Lot 32

Jaquelin Nybbelin
Jaquelin Nybbelin
4713 North 111 Circle
Omaha, NE 68164

Irreg. N 26.12 Ft. Lot 32
and Irreg. 44.33 Ft.
Lot 33

Dorothy M. Kubal
Dorothy M. Kubal
4717 North 111 Circle
Omaha, NE 68164

Irreg. Nthly 5.67 Ft.
Lot 33 and Irreg. Sthly
18.77 Ft. Lot 34

Gene Brown
Gene Brown and
Mary Wells
Mary Wells
4721 North 111 Circle
Omaha, NE 68164

Irreg. Nthly 15.42 Ft.
Lot 34 and All Lots 35

Mary Anne Bauer
Mary Anne Bauer
4725 North 111 Circle
Omaha, NE 68164

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Irreg. Estly 68.06 Ft.
 Lot 37 and Irreg. Wstly
 48.97 Ft. Lot 38

William E. Gerkin
 William E. Gerkin and

Betty G. Gerkin
 Betty G. Gerkin
 10947 Larimore Avenue
 Omaha, NE 68164

Lot 36 and Nthly 8.2 Ft.
 Lot 37

Paul L. Pieper
 Paul L. Pieper and

Joy L. Pieper
 Joy L. Pieper
 10953 Larimore Avenue
 Omaha, NE 68164

Irreg. Sthly 1.91 Ft.
 Lot 42 and Irreg. Nthly
 49.05 Ft. Lot 43

Stephen J. Wiitala
 Stephen J. Wiitala and

Sheryl A. Wiitala
 Sheryl A. Wiitala
 4736 North 109 Circle
 Omaha, NE 68164

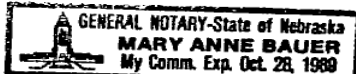
Irreg. Nthly 50.09 Ft.
 Lot 42

Joan O. Pettibone
 Trustee and Personal Representative of the
 Estate of Robert S. Pettibone
 4742 North 109 Circle
 Omaha, NE 68164

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STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by ROBERT A. JOHNSON and
 JEAN JOHNSON.

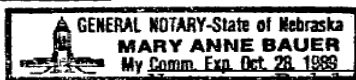


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by HELEN JOHNSON.

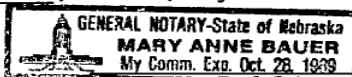


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by KAREN ABBOTT.

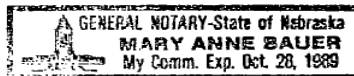


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by VERN RASTEDE and JEAN
 RASTEDE.



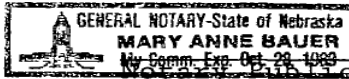
Notary Public

Mary Anne Bauer

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STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

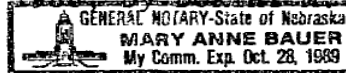
The foregoing instrument was acknowledged before me this
23 day of June, 1988, by JAQUELIN NYBBELIN.



Mary Anne Bauer
 Notary Public

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by DOROTHY M. KUBAL.

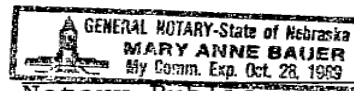


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
26 day of June, 1988, by GENE BROWN and MARY
 WELLS.

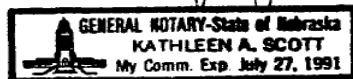


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
12th day of July, 1988, by MARY ANNE BAUER.

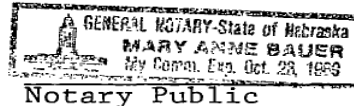


Kathleen A. Scott
 Notary Public

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STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

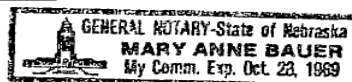
The foregoing instrument was acknowledged before me this
23 day of June, 1988, by WILLIAM E. GERKIN and
 BETTY G. GERKIN.



Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
23 day of June, 1988, by PAUL L. PIEPER and
 JOY L. PIEPER.

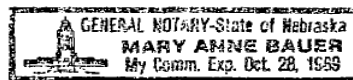


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
10 day of July, 1988, by STEPHEN J. WIITALA and
 SHERYL A. WIITALA.

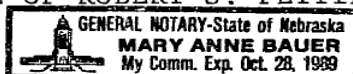


Notary Public

Mary Anne Bauer

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
11 day of July, 1988, by the Personal Repre-
 sentative of the ESTATE OF ROBERT S. PETTIBONE.



Notary Public

Mary Anne Bauer