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GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF
The Ridges,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This Declaration executed on the date hereinafter set forth is made by The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1 through 259 inclusive, Lots 264, 274, 273, 270, 268, 271 and 272 in The Ridges, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 1 through 259 are herein referred to collectively as the "Residential Lots" and individually as each "Residential Lot".

Lots 264 and 273 are referred to as The Cherry Ridge Pool Lots, singular or plural.

Lots 268, 270, 271 and 272 comprise that property herein referenced as the golf course or Shadow Ridge Golf Course. These lots, comprising the golf course, are included within and bound in all respects by the Covenants set forth relative to the Design Review Board (DRB) inclusive of the requirement of DRB approval of all improvements, structural and landscaping. Nonetheless, these lots (268, 270, 271, and 272) are expressly exempted from all provisions herein relative to Home Owner's Association assessments, dues financial obligations, membership and voting entitlements.

The Residential Lots are situated in The Ridges, a primarily residential subdivision situated northwest of 180th Street and Center Street in Douglas County, Nebraska, and hereinafter referred to as "The Ridges". The Ridges is comprised primarily of the Residential Lots aforescribed and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, The Ridges is a complete and complimentary development including townhomes, commercial and multi-family developments.

Further, The Ridges includes the existing residence on the eastern edge of Sanitary and Improvement District #367, which property is commonly referred to as 1314 South 180th Street, Omaha, Nebraska, legally described as Lots 274, The Ridges, and is presently titled to Ronald and Karma Roots. This specific property is fully improved, including established residence, fully mature trees

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EXHIBIT "A"

and shrubbery, private pool and perimeter fencing. This property, as it exists, shall be considered as "grandfathered" under the covenants, conditions, restrictions and easements set forth within this Declaration. Nonetheless any additional development, and improvement shall be subject to the intent, purpose and affect of this Declaration, and shall be bound by all dues and assessments established from time to time.

Further, around and throughout The Ridges, there will be a golf course and practice facilities to be known as Shadow Ridge Golf Course. It is Declarant's intention that any provision, limitation, restriction or requirement within this Declaration relating to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure shall be binding upon any owner of Shadow Ridge Golf Course, its successors and assigns.

The Declarant desires to provide for the preservation of the values and amenities of The Ridges, for the maintenance of the character and residential integrity of The Ridges and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of The Ridges. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within The Ridges utilized for landscape easement, pool facilities, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Residential Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Residential Lots, and the enjoyment of the residents of the Residential Lots. These restrictions, covenants, conditions and easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Residential Lot or any part thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Each Residential Lot shall be used exclusively for single family residential purposes, except Lot #266 and other lots specifically designated by Declarant which shall be utilized for Townhome

development and, except for such Residential Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a common facility for a church, school, swimming pool(s), park or other non profit use.

2. No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Residential Lot, or Shadow Ridge Golf Course nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described required under Article IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.
- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Ridges shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the residential Lots and to protect the value, character and residential quality of all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential

community, the DRB may refuse approval of the proposed Improvement.

- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.

3. All exposed foundation walls must be constructed of or faced with brick or other material approved in writing by the DRB. All foundations shall be constructed of concrete, concrete blocks, brick or stone. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. Notwithstanding the foregoing, the Shadow Ridge Golf Course clubhouse driveway and parking lot may be constructed of asphalt, provided that all curbs, gutters, drainage spillways, and sidewalks are constructed of concrete. All fireplaces shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake shingles, or other material approved in writing by DRB.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Residential Lot except one sign per Residential Lot consisting of not more than eight (8) square feet, advertising the lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Residential Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to The Ridges as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the

Declarant deems acceptable, and such other signage as the Declarant might approve.

5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Residential Lot or on the structures thereon. Subject to express approval of the DRB, including but not limited to, issues of size, color, location and number, exterior television or radio antenna, or satellite dish(es) may be permitted for the limited purpose of servicing the clubhouse facilities for the Shadow Ridge Golf Course. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on any Residential Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Residential Lot. No unused building material, junk, or rubbish shall be left exposed on the Residential Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible. No vehicles, trucks, maintenance equipment, grounds keeping machinery or similar vehicles shall be left exposed on the Shadow Ridge Golf Course property except during actual business hours and during actual use, and then only in as neat and inconspicuous of a manner as is possible.

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Residential Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any residential lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Residential Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets, however, this paragraph 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Residential dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Residential Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Residential Lot. No clothes line shall be

permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

The Association, through its Board of Directors, may adopt for The Ridges a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Association shall have the right to require participation by all lot owners within The Ridges, and to collect the cost thereof through and as part of the annual assessments otherwise provided for within this Declaration.

9. Exterior lighting installed on any Residential Lot or on the golf course property shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Residential Lots.

No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line unless otherwise approved by the DRB. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure unless otherwise approved in writing by the DRB.

Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence is constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

Any residential lot whose property line abuts the Shadow Ridge Golf Course, and whose owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and a design approved by the DRB. Placement, including set back requirements, must be as specified and approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

Any interior lot, (those lots not having a lot line that abuts the golf course or Cherry Ridge pool(s)) whose Owner obtains permission to install a fence, said fence may only be constructed of wood, real or simulated wrought iron of an approved color and design, or vinyl chain link fence of a color and design approved by the DRB.

Any Residential Lot whose property line abuts one of the Cherry Ridge pools, or which property line abuts the pedestrian walkway accessing either Cherry Ridge Pool, and whose Owner obtains permission to install a fence along such property line, said fence may only be constructed of either simulated or real wrought iron material of a color and design approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron.

In all events the construction, placement or erection of any fence or wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided.

10. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

12. Except for those areas designated by Declarant, from time to time, where a five (5) foot to six (6) foot wide serpentine design sidewalk shall be required to be constructed, a public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Residential Lot and upon each street side of each corner Residential Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Residential Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

13. Driveway approaches between the sidewalk and curb on each Residential Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted. Any residence constructed upon the following identified lots shall hereby have restricted entry locations, with the residence and lot's driveway and curb cut entry restricted as specified:

Lots 1 and 8	Entry allowed off of 182nd Circle only. No entry allowed off of Shadow Ridge Drive.
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Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 9 and 12

Entry allowed off of 183rd Circle only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 108 and 125

Entry allowed off of 186th Circle only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 90'-0" south of Shadow Ridge Drive property line.

Lots 126 and 183

Entry allowed off of 186th Street only.

No entry allowed off of Shadow Ridge Drive.

Start of drive curb cut must be held back minimum of 70'-0" south of Shadow Ridge Drive property line.

Lot 25

Entry allowed off of 184th Circle only.

No entry allowed off of Shadow Ridge Drive.

Lot 26

Entry allowed off of 185th Circle only.

No entry allowed off of Shadow Ridge Drive.

Lot 27

Entry allowed off of 185th Circle only.

No entry allowed off of Shadow Ridge Drive.

No entry allowed off of 184th Circle.

Lot 28

Entry allowed off of 185th Circle only (north face of lot).

No entry allowed off of Shadow Ridge Drive.

No entry allowed off of 184th Circle (west face of lot).

Lot 29 and 30 Entry allowed off of 184th Circle only.

 No entry allowed off of Shadow Ridge Drive.

Lot 120 and 121 Entry allowed off of 187th Circle only.

 No entry allowed off of Shadow Ridge Drive.

Lot 83 Entry allowed off of Woolworth Circle only.

Lot 143 Entry allowed off of 186th Street only.

 No entry allowed off of Lake Ridge Drive.

Lot 144 Entry allowed off of 186th Street only (north face of lot).

 No entry allowed off of Lake Ridge Drive.

 No entry allowed off of 186th Street (east face of lot).

Lot 167 Entry allowed off of 185th Street only.

 No entry allowed off of Lake Ridge Drive.

 No entry allowed off of 186th Street.

Lots 168 thru 171 inclusive Entry allowed off of 185th Street only.

 No entry allowed off of Lake Ridge Drive.

Lot 184 Entry allowed off of 183rd Circle only (north face of lot).

 No entry allowed off of Lake Ridge Drive.

 No entry allowed off of 183rd Circle (east face of lot).

Lots 219 thru 221 inclusive Entry allowed off of 182nd Circle only.

- No entry allowed off of Lake Ridge Drive.
- Lot 222 Entry allowed off of 182nd Circle (north face of lot).
- No entry allowed off of Lake Ridge Drive.
- No entry allowed off of 183rd Circle.
- Lot 223 and 235 Entry allowed off of 182nd Avenue Circle only.

Any residence constructed upon the following identified lots shall hereby have restricted number of curb cuts, with the residence and lot's curb cut location restricted as specified:

- Lots 21, 22, 24, One drive curb cut allowed only.
32, 33, 13, 15,
16, 17, 18, 20 Location towards east property line.
- Lots 23, 31, 14 One drive curb cut allowed only.
Location towards west property line.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Residential Lot, except for one dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specifications of the dog house and dog run, as Improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure, concealed from public view.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Residential Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Residential Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Residential Lots shall be allowed to reach a height in excess of twelve (12) inches.

16. No Residence shall be constructed on a Residential Lot unless the entire Residential Lot, as originally platted, is owned by one owner of such Residential Lot, except if parts of two or more platted Lots have been combined into one Residential Lot which

is at least as wide as the narrowest Residential Lot on the original plat, and is as large in area as the largest Residential Lot in the original plat.

17. No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Residential Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside The Ridges to any Residential Lot without the written approval of the DRB.

18. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.

19. A residence constructed on a residential lot that is identified immediately thereafter, must be constructed so that its front exposure faces the direction indicated and street specified:

<u>Lot Number</u>	<u>House Front Facing Direction</u>	<u>Street Frontage</u>
1	West	182nd Circle
8	East	182nd Circle
9	Southwest	183rd Circle
12	Northeast	183rd Circle
25-30	Northwest	184th Circle
108	West	186th Circle
125	East	186th Circle
126	East	186th Street
143	North	186th Street
144	North	186th Street
167-171	Northwest	185th Street
183	West	186th Street
219-222	Northeast	182nd Circle
184	Northeast	183rd Circle

20. Any residence constructed within The Ridges, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration; whichever is greater. Any residence constructed upon the following identified lots, within Shadow Lakes Sector of The Ridges, shall be hereby required to have a minimum front property line set back as indicated:

Lots 126-128	60'	Lots 129-130	55'
Lot 131	45'	Lot 132	40'
Lots 133-177	35'	Lot 178	40'
Lot 179	45'	Lots 180-183	50'

ARTICLE II
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of The Ridges Homeowners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of The Ridges, the maintenance of the character and residential integrity of The Ridges, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of The Ridges, including:

- a. The landscaping, improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas; and signs and entrances for The Ridges. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility, or may be required to reside upon specified lots to have access to certain Common Facilities (see Cherry Ridge Lots and Pools, Article III).
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of The Ridges; and, the protection and maintenance of the residential character of The Ridges, as established from time to time by the Declarant.

2. Membership and Voting. For purposes of the Home Owner's Association and voting membership entitlements, The Ridges is divided into Two Hundred Sixty (260) separate lots (Lots 1-259, Lot 274) (referred to as the "Lots"). The owner of each Subdivision Lot shall be a member of this Association. For purposes of this Declaration, the term "Owner" of a Subdivision Lot means and refers to the record owner, whether one or more persons or entities, of