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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOLSOM RIDGE**

This Declaration is made on the date hereinafter set forth by Daugherty Construction, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lincoln, Lancaster County, Nebraska, which is more particularly described as follows:

Lots One through Forty (1 - 40), inclusive, Block One (1); Lots One through Twelve (1 - 12), inclusive, Block Two (2); Lots One through Ten (1 - 10), inclusive, Block Three; and Outlot A and Outlot B, Block Three; all in Folsom Ridge, Lincoln, Lancaster County, Nebraska; and

WHEREAS, Declarant has caused a plat to be recorded as to said property and intends to prove, develop, sell and convey lots therein and for the purpose of enhancing and protecting the value, desirability and attractiveness of said property, desire to create certain covenants, conditions and restrictions applicable thereto and binding thereon.

Now, therefore, Declarant hereby declares that said above-described real estate shall be held, sold and conveyed subject to the easements, restrictions, covenants, reservations, liens, charges and conditions which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, their heirs, successors, personal representatives and assigns, as follows:

**ARTICLE I.
DEFINITIONS**

Section 1. "Property" shall mean and refer the real estate above described together with such additions as may be made thereto under the terms of this Declaration.

Section 2. "Lot" shall mean and refer to any designated portion of the Property as shown on the recorded subdivision plat, expressly including lots which will be established in the future from Outlot A and Outlot B, Block Three, Folsom Ridge Addition, Lincoln, Lancaster County upon final subdivision plat established in the future, with the exception of streets.

Section 3. "Declarant" shall mean Daugherty Construction, Inc.

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Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Property, including contract sellers, but excluding those having such interest as merely security for the performance of an obligation.

ARTICLE II. ARCHITECTURAL CONTROL

Section 1. Declarant. No building, fence, wall, or other structure or exterior alteration shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change, or repair, or alteration therein, including, but not limited to, painting, staining or refinishing, be made until the proposal or plans and specifications showing the nature, kind, shape, height, materials, and location of the same, as required by the Declarant, shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Declarant until the Declarant no longer owns a Lot or other portion of real estate within the Property. After the Declarant has sold the last Lot or other real estate within the Property, then Section 2 of this Article II shall apply.

Section 2. Architectural Committee. After the date upon which the Declarant no longer owns a Lot or other real estate within the Property, the Owners of Lots within the Property may establish an Architectural Committee consisting of three members, which shall be elected by Owners of Lots. Each Owner of a Lot shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds an interest in any Lot, only one vote may be cast with respect to one Lot and the vote for such Lot shall be exercised as they among themselves shall determine. When the ownership of a Lot is in more than one person or entity, then the person or entity who shall be entitled to cast the vote of that particular Lot shall be the person named in a certificate signed by all of the Owners of that Lot. No building, fence, wall, other structure, or exterior alteration shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, repair, or change, or alteration therein, including, but not limited to, painting, staining or refinishing, be made until the proposal of plans and specifications showing the nature, kind, shape, height, materials and location of the same, as required by the Architectural Committee, shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. This Section 2 shall only apply after the Declarant no longer owns a Lot within the Properties. In the event the Architectural Committee fails to approve or disapprove such design and location within sixty (60) 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.

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ARTICLE III. EXTERIOR MAINTENANCE

In the event that an Owner of any Lot in the Property shall fail to maintain and repair the premises and the improvements situated thereon in a manner satisfactory to the Declarant, the Declarant, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be paid by the Owner of the Lot to the Declarant.

ARTICLE IV. USE RESTRICTIONS

Section 1. Each Owner of each Lot shall be subject to the following restrictions on each of the Lots:

A. Residential Development Only. No building placed or constructed on any Lot within the Property shall be used other than for residential purposes.

B. Conformance with the City Regulations. All buildings within the Property shall be constructed in conformance with the requirements of the applicable building codes of the City of Lincoln, Nebraska, and in compliance with any special permits or other governmental regulations or ordinances.

C. No Temporary Structures. No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any Lot within the Property shall be used as either a temporary or permanent residence. Declarant may erect such structures for the purposes of construction projects on the Property.

D. Control of Nuisances. No noxious or offensive activity shall be carried on or permitted upon any Lot within the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the Owners or occupants of adjoining Lots.

E. No Advertising Signs. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot within the Property, provided that the Owners may place signs advertising Lots within the Property for sale upon any Lot owned by the Owners, and provided further, that a sign advertising a single Lot for sale may be placed upon such Lot by the Owner thereof, provided the Declarant or its assigns shall have the right to place one billboard advertising Lots or homes for sale within the Property until such time as the Declarant no longer owns a Lot within the Property.

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F. Control of Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any individual Lot within the Property except two household pets, provided that such household pets shall not be raised, bred or kept for any commercial purpose and in no event may any household pet be kept other than in an enclosure or structure upon the Lot or within a residence located upon a Lot.

G. Vehicles. No vehicle owned by or under the control of a member, which has a fair market value under \$1,000.00 or is non-operating, wrecked, junked, or partially dismantled, shall be parked, abandoned or otherwise allowed to remain in a fixed location on the Property except in an enclosed building or garage. Such vehicles may otherwise be operated on the Property at the Owner's discretion. Declarant may park such vehicles for the purpose of construction projects on the Property.

H. Television Antennas. No external television antennas shall be located on top of or at the side of any building on any Lot on the Property or freestanding on any portion of the Property.

I. Metal Buildings. All buildings within the Property shall be constructed of materials in conformity with the residence located on the applicable Lot, and no building placed or constructed on any Lot may be constructed from metal siding of any nature whatsoever. Declarant may place a temporary building or structure with metal siding thereon during construction projects on the Property.

J. Modification of Drainage. There shall be no modification of or grading of any Lot on the Property which would modify drainage with respect to that Lot or any other Lot within the Property.

ARTICLE V. GENERAL PROVISIONS

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

Section 2. Any firm, person, corporation or other entity which shall succeed to title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, or through voluntary conveyance of title, shall upon issuance of the official deed to any Lot, succeed to the rights, duties and liabilities of the previous Owner as herein provided.

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Section 3. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall enure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors and assigns.

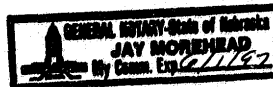
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed the day and year written below.

DATED this 31 day of August, 1994.

DAUGHERTY CONSTRUCTION, INC.,
a Nebraska corporation,

By: *Rick Daugherty*
Rick Daugherty, President

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.



On this 31 day of August, 1994, before me, the undersigned Notary Public, duly commissioned and qualified in and for said County, personally appeared Rick Daugherty, personally known to me to be the identical person who signed the above and foregoing Declaration, and acknowledged the execution of same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Jay Morehead
Notary Public

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LANCASTER COUNTY, NEB
Dan Naltz
REGISTER OF DEEDS

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INST. NO. 94- 39305 5700

Perry