

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-20042

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Lloyd J. Dowding
REGISTER OF DEEDS

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D.E. *DM*
Proof *DM*
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FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

2002-20042 A

**DECLARATION OF COVENANTS FOR OAKRIDGE NORTH,
A SUBDIVISION OF SARPY COUNTY NEBRASKA**

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY OAKRIDGE NORTH, INC., HEREINAFTER REFERRED TO AS THE "DECLARANT".

WITNESSETH:

WHEREAS, THE DECLARANT IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY: LOTS 1 THROUGH 16, INCLUSIVE, WHICH HAVE BEEN DIVIDED, IN OAKRIDGE NORTH, A SUBDIVISION AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA; AND LOTS HAVE BEEN ZONED RS - 72 - PS AND ARE AVAILABLE FOR SINGLE FAMILY USE; AND

WHEREAS, THE DECLARANT WILL CONVEY SAID LOTS SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LIENS, AND CHARGES AS HERINAFTER SET FORTH; NOW, THEREFORE, THE DECLARANT HEREBY DECLARES THAT ALL OF THE LOTS DESCRIBED ABOVE SHALL BE HELD, SOLD, AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, COVENANTS, AND CONDITIONS, ALL OF WHICH ARE FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF SAID LOTS. THESE EASEMENTS, COVENANTS, RESTRICTIONS, AND CONDITIONS SHALL RUN WITH SAID REAL PROPERTY AND SHALL BE BINDING UPON ALL PARTIES HAVING OR ACQUIRING AND RIGHT, TITLE, OR INTEREST IN THE ABOVE DESCRIBED LOTS, OR ANY PART THEREOF, AND THEY SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

**ARTICLE I
ARCHITECTURAL CONTROL**

A. NO DWELLING SHALL BE BUILT, ERECTED, PLACE, PLANTED, ALTERED, OR OTHERWISE MAINTAINED OR PERMITTED TO REMAIN ON ANY LOT WITHOUT EXPRESS WRITTEN PRIOR APPROVAL OF THE DECLARANT THROUGH ITS ARCHITECTURAL CONTROL COMMITTEE; ALL IMPROVEMENTS REQUIRING BUILDING PERMITS SHALL BE BUILT ACCORDING TO THE APPLICABLE CITY OR COUNTY BUILDING CODES AND ONLY AFTER THE NECESSARY PERMITS ARE ISSUED.

**ARTICLE II
RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

- A. SINGLE FAMILY LOTS LOTS 1 THROUGH 16, INCLUSIVE, SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES, AND NO LOT SHALL CONTAIN MORE THAN ONE (1) SINGLE FAMILY UNIT
- B. GENERAL RESTRICTIONS ALL DWELLING UNITS DESCRIBED ABOVE SHALL COMPLY WITH THE FOLLOWING RESTRICTIONS:
 1. EXPOSED PORTIONS OF THE FOUNDATION ON THE FRONT OF EACH DWELLING ARE TO BE COVERED WITH CLAY - FIRED BRICK OR STONE
 2. NO FENCE SHALL BE CONSTRUCTED OR PERMITTED TO BE PLACED IN FRONT OF THE FRONT BUILDING LINE OF THE MAIN RESIDENCE ERECTED ON EACH LOT
 3. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, BARN, OR OTHER OUR BUILDING SHALL BE ERECTED ON ANY LOT OR USED AS A RESIDENCE NO PREFABRICATED OR PRECUT DWELLING, FACTORY BUILT HOUSE, OR RESIDENTIAL DWELLING BUILT ELSEWHERE SHALL BE MOVED ONTO OR ASSEMBLED ON ANY OF SAID LOTS
 4. NO TRAILER, RECREATIONAL VEHICLE, MOTOR HOME, TRACTOR, OR UNLICENSED VEHICLE OF ANY TYPE SHALL BE PERMITTED TO BE OR PARKED ON ANY PORTION OF THE PROPERTIES FOR MORE THAN FIVE (5) CONTINUOUS DAYS.
 5. NO DOG KENNELS / RUNS SHALL BE CONSTRUCTED UNLESS SHIELDED FROM VIEW OF NEIGHBORING LOTS BY PRIVACY FENCING NOT LESS THAN SIX (6) FEET IN HEIGHT.
 6. PUBLIC CONCRETE SIDEWALKS FOUR (4) FEET WIDE AND FOUR (4) INCHES THICK SHALL BE CONSTRUCTED BY THE THEN OWNER OF A LOT PRIOR TO THE TIME OF COMPLETION OF A DWELLING, OR AS SOON AS WEATHER PERMITS. OWNERS OF CORNER LOTS SHALL CONSTRUCT SIDEWALK ALONG EACH STREET BETWEEN THE STREET AND GARAGE OF NOT LESS THAN SIXTEEN (16) FEET IN WIDTH; THE DRIVEWAY SHALL BE OF CONCRETE OR BRICK.

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R+R
MELVIN SUDBECK HOMES INC
16255 WOODLAWN DR
OMAHA, NE 68136

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7. THE DECLARANT HAS CREATED A WATER DRAINAGE PLAN BY GRADING THE PROPERTIES AND INSTALLING IMPROVEMENTS AND EASEMENTS FOR STORM DRAINAGE IN ACCORDANCE WITH ACCEPTED ENGINEERING PRINCIPLES. NO BUILDING SHALL BE PLACED, NOR ANY LOT GRADED, TO INTERFERE WITH SUCH WATER DRAINAGE PLAN NOR CAUSE DAMAGE TO THE BUILDING OR NEIGHBORING BUILDINGS OR LOTS.

8. 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 NEIGHBORHOOD, INCLUDING, BUT NOT LIMITED TO, ODORS, DUST, GLARE, SOUND, LIGHTING, SMOKE, VIBRATION, AND RADIATION.

9. A DWELLING ON WHICH CONSTRUCTION HAS BEGUN MUST BE COMPLETED WITHIN ONE (1) YEAR FROM THE DATE THE FOUNDATION WAS DUG FOR SAID DWELLING.

10. NO ADVERTISING SIGNS OR POSTERS OF ANY KIND SHALL BE ERECTED OR PLACED ON ANY OF SAID LOTS, EXCEPT THE RESIDENTIAL "FOR SALE" AND "SOLD" SIGNS, NOT EXCEEDING TWENTY - FOUR (24) INCHES BY THIRTY - SIX (36) INCHES IN SIZE, SHALL BE PERMITTED AND, PROVIDED FURTHER, THAT SUCH RESTRICTIONS AS TO SIGN SIZE SHALL NOT APPLY TO SIGNS ERECTED BY THE DECLARANT, OR HIS AGENTS, IN THE DEVELOPMENT OF OAKRIDGE NORTH.

11. NO TELEVISION ANTENNA, OR ANTENNA OF ANY KIND OR NATURE, EXCEPT 18" SATELLITE DISHES.

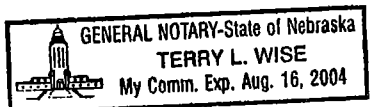
**ARTICLE III
GENERAL PROVISIONS**

A. THE DECLARANT, OR ITS ASSIGNS, OR ANY OWNER OF A LOT NAMED HEREIN, SHALL HAVE THE RIGHT TO ENFORCE BY PROCEEDING AT LAW OR EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATION, NOW OR HERINAFTER IMPOSED BY THE PROVISIONS OF THE DECLARATION, EITHER TO PREVENT OR RESTRAIN ANY VIOLATION OF SAME, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION. FAILURE BY THE DECLARANT OR BY 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.

B. THE COVENANTS AND RESTRICTIONS OF THE DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY - FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED. AT THE END OF THE SUCH TWENTY - FIVE (25) YEAR PERIOD, THESE COVENANTS SHALL AUTOMATICALLY RENEW FOR TEN (10) YEAR INTERVALS UNLESS MORE THAN FIFTY (50) PERCENT OF THE THEN PROPERTY OWNERS VOTE TO TERMINATE OR ALTER THE DECLARATION. THIS DECLARATION MAY BE AMENDED BY THE DECLARANT, OR ANY PERSON, FIRM, CORPORATION, PARTNERSHIP, OR ENTITY DESIGNATED IN WRITING BY THE DECLARANT, IN ANY MANNER IT SHALL DETERMINE IN ITS FULL AND ABSOLUTE DISCRETION FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF. THEREAFTER THE DECLARATION MAY BE AMENDED BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN NINETY (90) PERCENT OF THE LOTS COVERED BY THIS DECLARATION.

C. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NOW WAY EFFECT ANY OF THE OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE DECLARANT HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 15 DAY OF May, 2002.



DECLARANT: OAKRIDGE NORTH
By: Melvin Sudbeck
MELVIN SUDBECK, ITS PRESIDENT

STATE OF NEBRASKA)
COUNTY OF Douglas) SS

ON THIS 15 DAY OF May, 2002, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME MELVIN SUDBECK, PRESIDENT OF OAKRIDGE NORTH, INC., AND ACKNOWLEDGED THAT HE EXECUTED THE ABOVE AS THE WILLFUL ACT AND DEED OF SAID CORPORATION.

Terry Wise
NOTARY PUBLIC