

Box 35

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

FEB 18 1 21 PM '93

GEORGE J. JENSEN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

✓ 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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TYPE Misc PG 568-596 C/O _____ COMP VP SCAN VP
FEE 278.00 OF Misc LEGL PG 568 MC VP FV VP

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.

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

fee simple title to the Subdivision Lot, but excluding however those parties having any interest in any of such Subdivision Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a Deed of Trust, or a Mortgagee). The purchaser of said Subdivision Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Subdivision Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Subdivision Lot, and may not be separated from ownership of each Subdivision Lot.

The Owner of each Subdivision Lot, above defined, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Powers and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near The Ridges.
- c. The option to uniformly paint and maintain the street light poles, on private or public property, street signage, and mail boxes. The uniform color to be utilized shall be as determined, in the normal course of business, by the DRB.

- d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association.
- e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- g. The acquisition, by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities of the Association.
- j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed. Notwithstanding the foregoing, Lots 268, 270, 271 and 272, the Shadow Ridge Golf Course lots, are expressly excluded from any dues and assessments whatsoever under any provisions hereof and through the

actions of the Declarant, the Homeowners Association, or their designee.

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Subdivision Lot, and shall abate all dues and assessments that would otherwise be or become due in respect of any Subdivision Lot during the period such Subdivision Lot is owned by the Declarant.

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon chargeable from date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon chargeable from the date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 of this Article II.

8. Annual Dues. Unless additional assessments have been authorized in accordance with Section 9, below, the annual dues, exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.

9. Additional Assessments. In addition to the annual dues, annually the Declarant or its successors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area related facilities, fixtures and personal property.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may

be abated as to individual Subdivision Lots, as provided in Section 5, above.

11. Cherry Ridge Assessment. Additional assessments, relative to Lots in the "Cherry Ridge" sector of The Ridges, may be made by the action of the Cherry Ridge Pool Committee(s) as deemed necessary to provide for the care, maintenance and support of the two (2) swimming pools to be constructed within the Cherry Ridge sector, upon Lots #264 and #273.

12. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Subdivision Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien against a lot as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the highest legally allowable rate, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Subdivision Lot. The mortgagee of any Subdivision Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

14. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for an original home construction or purchase money loan. Sale or transfer of any Subdivision Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III
SPECIAL COVENANTS FOR LOTS AND POOLS
IN CHERRY RIDGE SECTION; LOTS 1 THRU 107, 264 AND 273.

1. Declarant shall construct a swimming pool upon Lot 264 and upon Lot 273 for the benefit and use of the owners of Lots 1 thru 107, referenced as Cherry Ridge. Declarant shall construct one swimming pool at such time as there are at least forty (40) residences under construction within Cherry Ridge. Declarant shall construct the second swimming pool at such time as eighty (80) residences are under construction within Cherry Ridge. Upon completion of construction of the pools and facilities, ownership of the pools and facilities shall rest with the Ridges Homeowners Association, subject to the covenants, restrictions and conditions set forth within this Article III.

2. So long as there is only one swimming pool constructed and operational within Cherry Ridge, owners of the Lots 1 thru 107 shall have access to and the benefit of that singular swimming pool.

3. At such time as the swimming pool on both Lot 264 and Lot 273 are constructed and operational, access to and benefit of each pool shall be as follows:

- a. The pool and facilities constructed upon Lot 264 (East Pool) shall be for the exclusive benefit and use of owners of Lots 1 thru 42 and 59 thru 87.
- b. The pool and facilities constructed upon Lots 273 (West Pool) shall be for the exclusive benefit and use of owners of Lots 43 thru 58 and 88 thru 107.

4. Each Lot owner as above specified shall have the right and easement of enjoyment in and to the common area designated as Lots 264 or 273, as applicable, with such right and easement to pass with title to each lot as specified. Access to the pools shall be by pedestrian traffic only upon specially dedicated and constructed walkways throughout the Cherry Ridge Section. The respective pool committees shall adopt and provide for enforcement of the rules and regulations that there shall be allowed no on street parking in Cherry Ridge for purposes of pool use/access nor shall there be permitted cooking/barbecue grills on the pool premises, temporarily or permanently.

5. The Declarant, through the Association, shall authorize the creation and perpetual existence of the Cherry Ridge East Pool Committee and Cherry Ridge West Pool Committee whose function and authority shall be to maintain and regulate the specified pool and facilities aforescribed. The maintenance and regulation of such shall be consistent with the integrity and aesthetics of The Ridges. Any proposed changes, modifications or post-construction

improvements to a pool or its facilities shall be subject to the approval and architectural review of the DRB, in the same manner as Lot improvements, as provided for otherwise within this Declaration.

6. The East Pool Committee and the West Pool Committee shall each be comprised of a minimum of three (3) members. To be a member of a specific Pool Committee, the person must be a Lot owner that is entitled to the use and benefit of that pool. A member of a pool committee shall be elected for a two year term by a vote of the Lot owners entitled to the use and benefit of that pool. Until such time that there are a minimum of fifteen (15) Lot owners entitled to vote for committee members relative to the specific East or West pool, the Declarant shall act as the committee, or at its option, the Declarant shall appoint the committee members.

7. To provide for the maintenance, regulation or post-construction improvement of the specified pool and facilities, the particular pool committee shall have authority to determine capital needs. The particular pool committee shall have authority to and shall assess against all affected Lot owners relative to the specified pool, as delineated in Paragraphs 2 and 3 immediately above, a special annual assessment sufficient to pay for the planned and projected expenditures. Any annual special assessment hereunder shall be payable annually, in advance or other method adopted by the Association. The notice, payment, collection and lien enforcement of any such assessment by the particular pool committee shall occur in the same manner and with the same legal effect as assessments by the Association as provided and specified within this Declaration.

8. The East Pool Committee and the West Pool Committee respectively shall have the right to suspend an owner's voting rights and rights to use the pool and facilities, whether as a member, guest, invitee, or otherwise, for any period during which any pool special assessment against his/her/its Lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published pool rules and regulations.

9. Any owner of a lot may delegate its right of enjoyment to its particular pool and facilities only to the members of its immediate family, tenants or contract purchasers who reside on the property.

10. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Lot owner, family, guest or invitees, the cost of such maintenance or repairs shall be added to and become part of that Lot owner's special assessment.

11. The special assessments provided for within this Article III shall commence, as to the Lots affected, on the first day of

the month following Owner's purchase of a Lot within Cherry Ridge. Until the second swimming pool is constructed and operational, all Lots purchased within Cherry Ridge shall be subject to assessment for the operation and maintenance of the one pool that is constructed and operational.

ARTICLE IV
DESIGN CONTROL - TO PRESERVE
THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

1. Necessity of Design Review and Approval. No improvement or structure of any kind, including without limitation, any residence, other building, landscaping, plantscaping, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the DRB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the covenants, conditions, restrictions and easements set forth within and throughout this Declaration, and any amendments thereto.

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than five (5) members, who need not be members of the Association. The Declarant shall have the right to appoint all members of the DRB except one (1), or such lesser number as it may choose, as long as it owns at least one lot in The Ridges. One (1) member not appointed by Declarant shall be appointed by SKS, Inc., owner and operator of the Shadow Ridge Golf Course. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in The Ridges, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or

other termination of service of any member thereof, shall be filled by Declarant.

3. Duties of the DRB. The DRB shall have the following duties:

- a. To require submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot in The Ridges. The DRB may also require submission of actual samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in The Ridges and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of Notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.
- c. Provided there are applications to be considered or applications requested to be reconsidered, the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to

another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.

- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and Design Criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures, the topography of each lot and The Ridges in general, and the aesthetic enhancement and benefits provided by the Shadow Ridge Golf Course. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of The Ridges as residential community located within and about a Championship Golf Course, known as Shadow Ridge Golf Course. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the DRB. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and lot purchaser.

Any written Design Criteria issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of

Covenants and as an additional written expression of standards and guidelines to be utilized by the DRB.

- e. Neither the Declarant, the Association, the Board of Directors, the DRB, any member of the DRB, nor any member of the Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a Lot in The Ridges, each owner hereby knowingly and expressly waives any and all Causes of Action for any matters described herein.

ARTICLE V

GENERAL RELEASE REGARDING GOLF COURSE PROPERTY

Upon acquisition of his/her/its lot, each owner for himself, herself or itself, the members of his or her family, his, her or its guests, or his, her or its invitees, shall be deemed to release and agree never to make a claim against the Declarant, the Developer, the Shadow Ridge Golf Course owners/operators, their successors, heirs, and assigns, and grantees, or any of their officers, directors, stockholders, employees, agent, principals, partners or contractors for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Shadow Ridge Golf Course property, its successors or assigns; and, each of them shall be deemed to have waived any and all claims and causes of action that any of them may have against any such released parties for damages, equitable relief or otherwise.

Each such person shall be deemed to have recognized, known and accepted all the potential, whether perceivable or not, damages, risks, hazards and consequences, generally or specifically inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitations: flying golf balls and other objects, holes, depressions, golf cart paths and pathways, and hazards, large numbers and continuous flow of players and spectators, hours of play, proximities of greens, tees, fairways and other features to residences, yards and streets, inconvenience, lakes, creeks and other waterways, golf carts, water sprinklers and distribution facilities, and the intensive use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including allergy susceptibilities). The doctrines of strict tort liability and private nuisance shall not be applicable to the operation of the Shadow Ridge Golf Course Property and any liabilities with respect thereto, which doctrines shall be deemed to have been expressly waived.

By accepting a deed for a Lot in The Ridges, each such Owner acknowledges and accepts its responsibility and liability for the construction and ongoing maintenance of their Lot so as not to permit the soil erosion thereof, whether by rain, wind, water runoff, in any event to an extent that detracts from the general and specific aesthetics of The Ridges Community, nor which shall or does cause damage to the adjoining golf course or Ridges property.

By accepting a deed for a Lot in The Ridges, each such owner acknowledges and accepts that there may be applied to such lot, and any improvements thereon, restrictive design criteria made relevant by the Lots proximity to the Shadow Ridge Golf Course. Such restrictive design criteria shall include the DRB having the authority to require placement of shatter-proof, or higher grade glass in those windows, doors, skylights of any residence the DRB initially determines, or subsequently determines, is within the frequent flight path of golf balls from Shadow Ridge Golf Course.

ARTICLE VI
PROPERTY RIGHTS AND EASEMENTS

1. Common Areas. Declarant may, but need not, retain the legal title to any common area or common facility as defined hereinabove under "Preliminary Statement", so long as it owns at least one (1) lot in The Ridges. In any event, the two swimming pools in the Cherry Ridge Section are expressly excluded from being or being defined as common area or common facilities except to the extent their use and benefit is common to the Owner's of Lots within the Cherry Ridge sector of The Ridges.

2. By agreement with the owner of the Shadow Ridge Golf Course property, there shall be granted an easement for use and enjoyment of that facility commonly known as the Lake situated within Lot 272, such lake being adjacent to 180th Street and situated on the Shadow Ridge Golf Course property, for the limited purposes of open water fishing at specifically authorized and designated areas. Ingress and Egress Easements for these purposes shall be appropriately established and recorded. Any stocking of fish in the designated lake shall be the responsibility and liability of the Association. The provision for an owner's release and waiver of liability set forth hereinabove (Article V) shall expressly apply hereto, including acknowledgement of the risks of serious injury or death through drowning. Rules and regulations relative to Owners' use and enjoyment of this easement shall be adopted and published from time to time by joint statement of the Board of Directors of the Association and Owner of the Shadow Ridge Golf Course property.

3. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in The Ridges, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject

however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 29, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

4. Owners Easements of Enjoyment. Every owner of a lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent to and shall pass with title to such lots subject to the following:

- a. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- b. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- c. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;
- d. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- e. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 367 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph, cable television, and message service nonetheless over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are there-

after removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

- f. Other easements that are or may be provided for in the final plat of The Ridges inclusive of easements relating to the landscaping areas located within the Ridges Subdivision, which final plat has been filed in the Register of Deeds of Douglas County, Nebraska, (Book 1940, Page 535-539).

By accepting a Deed for Lot(s) 1, 8, 9, 12-20, 21-26, 29-33, 108, 120, 121, 125, 126, 183, each Owner of any such specified lot acknowledges and accepts the existence of a Thirty (30) foot permanent, landscaping and Sidewalk Easement on the lot side abutting Shadow Ridge Drive.

By accepting a Deed for Lot(s) 143, 168-171, 218-221, each Owner of any such specified lot acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the lot side abutting Lake Ridge Drive.

By accepting a Deed for Lots 27 or 28, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which abuts the intersecting streets of Shadow Ridge Drive and 184th Circle.

By accepting a Deed for Lots 144 or 167, the Owner acknowledge and accepts the existence of a thirty (30) foot permanent, Landscaping and Sidewalk Easement on the two sides of the lot which abut the intersecting streets of Lake Ridge Drive and 186th Street.

By accepting a Deed for Lots 184 or 222, the Owner acknowledges and accepts the existence of a thirty (30) foot permanent, Landscape and Sidewalk Easement on the two sides of the lot which abut the intersecting streets of Lake Ridge Drive and 183rd Street.

By accepting a Deed for Lots 152 and 153, the Owner acknowledges and accepts the existence of a fifteen (15) foot Sight Distance Easement on the lot side abutting 185th Street, as granted to Douglas County S.I.D. #367, whereby no improvements or vegetation, exceeding eighteen (18) inches in height, may be placed.

By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located therein and placed thereon by the Declarant, Douglas County S.I.D. #367, the Home Owners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

ARTICLE VII
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Ridges Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE VIII
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant states that there will be constructed, operated and maintained a golf course and a practice facility around and throughout The Ridges community to initially be known as Shadow Ridge Golf Course. The Shadow Ridge Golf Course property shall be subject to all provisions of this Declaration relative to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure or exterior improvement, inclusive of maintenance buildings and fences.

2. Declarant anticipates that the proximity of the Residential Lots to the Shadow Ridge Golf Course will enhance the desirability and value of the Residential Lots to purchasers and their successors and assigns. Nevertheless, it shall be legally

assumed that purchasers and owners of the Residential Lots are aware that: (i) golfers will from time to time hit golf balls from the Shadow Ridge Golf Course onto the Residential Lot common areas, greenbelts, streets and public right-of-way areas; and (ii) normal operation and maintenance of the Shadow Ridge Golf Course will involve operation of mowers and other power equipment during the evening and early morning hours.

3. Declarant hereby declares, grants and establishes easements on the Residential Lots in favor of the grantees (defined below) for: (i) intrusion of errant shots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. Notwithstanding errant golf shots, golfers do not, nor have been granted, any rights of access or trespass to a lot owner's property for purposes of golf ball retrieval.

4. The easements granted in this Article are for the use and benefit of the owner of the Shadow Ridge Golf Course property, its successors and assigns in ownership of the golf course, and any lessee, licensee, permittee, or invitee of the owner of the Shadow Ridge Golf Course property, (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or practice facility on the area designated, and any golfer who is duly authorized to play golf on the Shadow Ridge Golf Course.

5. No Grantee shall have any liability, obligation or expense to the owner of an Adjacent Lot in respect to any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto an Adjacent Lot; or (ii) hit in violation of the rules established by an operator of Shadow Ridge Golf Course or practice facility. By accepting title to a Residential Lot, each owner hereby covenants that it will not sue any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future.

6. The owner of Shadow Ridge Golf Course may from time to time change the configuration and layout of the golf course or driving range. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Residential Lot. Nonetheless, no owner of any Residential Lot shall have any right to object to, or in any manner limit changes to the golf course and the easements granted in this Article shall remain fully effective as to all of the Residential Lots after such changes.

7. Shadow Ridge Golf Course is private property. Owner of Residential Lots and their invitees shall comply with all the rules and regulations of the operator of Shadow Ridge Golf Course relating to use of and play of the golf course.

ARTICLE IX
GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Residential Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, a Nebraska general partnership, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from this date or so long as Declarant shall own a Lot in the Ridges which ever shall last occur. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Residential Lots covered by this Declaration.

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

4. Invalidation of any covenant or provision herein by judgment or court order shall in no way affect 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 February, 1993.

The Ridges LIMITED PARTNERSHIP, a Nebraska Limited Partnership, By and through Ridges Corporation, General Partner, the "Declarant",

By: Cheryl W Rennels

Title: Chairman of the Board of Ridges Corporation, General Partner

STATE OF Colorado)
)
COUNTY OF Lawrence) ss.

On this 15 day of February, 1993, before me a notary public, came and appeared Cheryl W. Rennels, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Cheryl W. Rennels did state that she was duly authorized in her capacity as President of Ridges Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision in Douglas County, Nebraska; and, did state that she had read and was fully advised of the contents thereof; and, that such were executed in her office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

E. Lorrene Peters
Notary Public



My Commission Expires 2-11-94

02/09/93
tjm/ridges/declarat