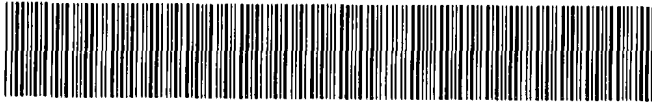




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AMENDING ARTICLE 1 RESTRICTIONS & COVENANTS  
BOOK 1195 PAGE 586

ASP

RETURN TO: WHISPERING PINES H.O.A.  
18018 POPPLETON PLAZA  
OMAHA NE 68130

CHECK NUMBER

4052

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS OF  
Lots 1 through 54,  
WHISPERING PINES**

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 54 and Outlot A, Whispering Pines, a Replat of Lots 267 and 274 The Ridges, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.**

Lots 1 through 54 are herein referred to collectively as the "Townhome Lots" and individually as each "Townhome Lot".

The Townhome 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, around and throughout The Ridges, there exists a golf course and practice facilities 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 Townhome 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 Townhome Lots, and the enjoyment of the residents of the Townhome Lots. These restrictions, covenants, conditions and easements shall run with said Townhome Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Townhome Lot or any part thereof, as is more fully described herein. The Townhome Lots are and each Townhome 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:

## **A R T I C L E   I**

### **RESTRICTIONS AND COVENANTS**

1. No Townhome or any part thereof shall be rented or leased.
2. Each Townhome Lot shall be used exclusively for single family, townhome residential purposes, except Outlet A which shall be utilized as a common facility of Townhome Lots 1 through 54, nonetheless for landscaping, ingress, egress, parking and amenities. The Declarant acknowledges solely for the purposes of this Declaration that the existing residential structure on Lot 53 is considered to be a townhome.
3. No townhome 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 Townhome Lot, 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 and 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 the adjoining Townhome Lots 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 Whispering Pines Townhome development within the Ridges shall be a developed townhome community with townhomes 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 Townhome 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 townhome 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.

e. The existing structure on Lot 53, Whispering Pines is an approved Improvement and all changes and modifications to the existing structure and landscaping must be approved by the DRB pursuant to the terms of this Declaration.

4. A minimum building standard requirement shall be for brick to appear on all sides of each townhome unit, and all deck and porch supports, even though 100% coverage by brick shall not be required. All exposed foundation walls must be constructed of or faced with brick or other material approved in writing by the DRB. 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 townhome property. 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.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Townhome Lot except one sign per Townhome 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 Townhome 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 Whispering Pines Townhomes or 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.

6. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Townhome Lot or on the structures thereon. 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.

7. 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 Townhome Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Townhome Lot. No unused building material, junk, or rubbish shall be left exposed on the Townhome Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible.

8. 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 Townhome 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 townhome lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Townhome 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 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Townhome dwelling or other improvements during the period of

9. No incinerator or trash burner shall be permitted on any Townhome 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 Townhome Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may not be planted nor maintained on any part of a Townhome Lot.

10. Exterior lighting installed on any Townhome Lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Townhome Lots. 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.

11. All Townhome Lots which abut the Shadow Ridge Golf Course shall have constructed a minimum six foot black simulated or real wrought iron fence in the 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 other fences constructed shall be of the four foot black simulated or real wrought iron fence in the design approved by the DRB. 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.

12. 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.

13. Driveway approaches between the sidewalk and curb on each Townhome 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.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Townhome Lot.

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 Townhome 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 Townhome Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Townhome Lots shall be allowed to reach a height in excess of twelve (12) inches.

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

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

