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RETURN: Gross + Welch c/o Ann Wilson  
2120 S. 7th St Suite 1500  
Omaha NE 68124

Return recorded copy to: Shaun M. James, 1500 Commercial Federal Tower, 2120 South 72<sup>nd</sup> Street, Omaha, NE, 68124, 392-1500

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BROOKFIELD AT THE RIDGES, A SUBDIVISION  
IN OMAHA, DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by the undersigned property owners, hereinafter referred to as a "Declarant" or jointly and collectively as "Declarants".

**PRELIMINARY STATEMENT**

Each Declarant owns certain real property located within Douglas County, Nebraska which property is included in the following legal description:

Lots 1 through 130, Lots 1 through 3 Replat One, being a replat of Lot 130, (referred to herein collectively as "Lots" and individually as "Lot") and Outlots A, B, C, D and E, inclusive, in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("Brookfield at the Ridges").

Each Declarant desires to provide for the preservation of the values and amenities of Brookfield at the Ridges, for the maintenance of the character and residential integrity of Brookfield at the Ridges, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Brookfield at the Ridges.

NOW, THEREFORE, each Declarant hereby declares that each and all of the 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 Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Outlots or parts thereof as may hereafter be conveyed or dedicated by a Declarant, or its successors or assigns, for use in connection with a Common Facility. Outlot "A" shall be used exclusively for a private street. Outlots B and C shall be used for open green areas. Outlot E will be used as an open green area and a storm sewer easement. Outlot B, C, and E will be transferred to the Brookfield Homeowners Association. Outlots B, C, and E will be maintained by the Homeowners Association.

2. The following external improvements, above or below the ground (herein all referred to as any "Improvement") will be allowed on any Lot subject to the design approval by the Board of Directors as set forth in Article V, Section 2, which approval will not be unreasonably withheld in regard to the following Improvements:

- Single-family residence,
- fence,
- retaining wall,
- driveway,
- patio, patio enclosure,
- swimming pool, pool house,
- satellite receiving station or "discs",
- flag pole,
- solar heating or cooling device,

3. Except as approved by the Board of Directors in accordance with Article IV, Section 2, which approval may be withheld in the sole discretion of the Board of Directors, the following items will not be allowed on any Lot, Outlot, Street, or Common Area:

- playground equipment,
- basketball backboards,
- plastic landscaping ornaments,
- temporary fence of any type and height,
- clothes lines,
- tree houses,
- tool sheds or outbuildings of any type,
- doll houses,
- windmills,
- incinerator or trash burners,
- garbage, trash can or container
- fuel tank,
- garden, lawn or maintenance equipment of any kind,
- garbage, refuse, rubbish or cutting shall not be deposited on any street or Lot,

loud mechanical individual mopeds or scooters.

4. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, the front elevation of which does not exceed one story in height.

5. All exposed foundation walls must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by the Board of Directors. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by the Board of Directors. Unless other materials are specifically approved by the Board of Directors, the roof of all Improvements shall be covered with slate, tile, or medium cedar wood shakes.

6. No business activities of any kind whatsoever shall be conducted on any Lot; 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 Lot or any resident thereof. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet for purposes of advertising the availability of such Lot for sale and purchase. Provided, however, the foregoing paragraph shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction of a new home or for the original sale of Lots.

7. Each Owner shall maintain a high quality appearance to the streetscape. All garage doors will be kept closed at all times unless residents are actively using the driveways for car movements, lawn maintenance, and at times when visitors to the residents are using the garage or driveways for social activities. No motor vehicle may be parked or stored outside on any Lot or adjacent street, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot and in no case for more than 48 consecutive hours. No vehicles will be parked within 10 feet of the mailbox structures at any time

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for more than twenty (20) days within a calendar year nor on the street

for longer than 72 hours for loading and unloading. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

10. Produce or vegetable gardens may only be maintained in rear yards of the homeowners Lot. The maximum size is not to exceed 100 square feet.

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

12. No fence shall be permitted to extend beyond the front line of a main residential structure. No fences or retaining walls shall exceed a height of six (6) feet. No fences other than real or simulated black wrought iron shall be permitted.

13. No swimming pool may extend more than one foot above ground level. The design and construction materials must be approved by the Board. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha. In the event of a conflict between the City of Omaha ordinances and this Declaration, the more restrictive requirement shall apply.

14. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation 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. As much as possible during the construction process, root zone areas of trees will be barricaded to prevent contractors from compacting the soil by driving vehicles beneath trees or by piling dirt or other construction material on top of roots. If retaining walls prove necessary, underground aeration systems will be installed to maintain a reasonable amount of oxygen to the affected roots.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. Placement of sidewalks across Common Areas and Outlots will be installed by the Outlot Owner if required by the City of Omaha. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof. The repair and maintenance of the sidewalk on each Lot is the responsibility of the Lot Owner. In the event a Lot Owner fails or refuses to properly make the repairs, the Board of Directors has the power to repair the sidewalk and to assess the costs to the Lot Owner.

16. Driveway approaches between the street and sidewalk on each 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 the driveway or driveway approach will be permitted. The repair and maintenance of the driveway and driveway approach for each Lot is the responsibility of the Lot Owner. In the event a Lot Owner fails or refuses to properly make the repairs to the driveway or driveway approach, the Board of Directors has the power to make such repairs to the approach, generally between the driveway and the sidewalk, and to assess said costs to the Lot Owner for the repairs.

17. No holding area, stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted. No dog runs, dog houses or kennels of any kind shall be allowed and no livestock or agricultural-type animals shall be allowed, including pot-bellied pigs.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible 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 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 of the Lot and the neighborhood. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

19. No structure of a temporary character, carport, trailer, basement, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside to any Lot without the written approval of the Board of Directors. No tent shall be erected upon or used on any Lot, except in the rear yard of such Lot, and in no event for a period greater than twenty-four (24) hours.

20. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

21. The Board of Directors does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

22. In the event of a conflict between the City of Omaha ordinances and any portion of this Declaration, the more restrictive requirement shall apply.

ARTICLE II  
ENTRANCE MARKERS & BOUNDARY FENCES

1. The Board of Directors may declare all affected Lots subject to a permanent and exclusive right and easement in favor of the Board of Directors and the Brookfield at the Ridges Homeowners Association (the "Association") to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Board of Directors or Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence or Entrance Monuments.

ARTICLE III  
HOMEOWNER'S ASSOCIATION

1. The Association. Declarants have caused the incorporation of the Brookfield at the Ridges Homeowners Association, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). Each Lot Owner shall be a member (hereinafter referred to as "Member") of this Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of common facilities for the general use, benefit and enjoyment of the Members. Common facilities may include, but are not limited to, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks, dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Brookfield at the Ridges (individually and jointly the "Common Facilities"). Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict the use of the Common Facilities by Members, their families, their guests, 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.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Brookfield at the Ridges; and the protection and maintenance of the residential character of Brookfield at the Ridges.

2. Membership and Voting. Each Lot Owner shall be a Member of this Association. For purposes of this Declaration, the term Lot Owner means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any such Lot merely as a 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 a Lot under a land contract or similar instrument shall be considered to be the Lot Owner for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Each Lot Owner, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. An Owner holding title to more than one Lot shall be entitled to one vote for each Lot so owned.

3. Purposes and Responsibilities. The Association shall have the 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 the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common 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 within Brookfield at the Ridges.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment of purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- E. 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.



F. 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.

G. 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.

H. 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 for the Association.

I. 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.

J. 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. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments and signs which have been installed and are owned by the Association, and shall keep such in generally good repair and neat condition. The Association shall also provide those services to Lot Owners as set forth in the bylaws of the Association as it may be amended from time to time.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board. Lots with private fences may be charged higher Association dues to cover any additional charges incurred for mowing and trimming as a result of the fence.

6. 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 Lot.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the 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 Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, 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.

8. 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, to perform the powers and responsibilities of the Association described in Sections 3 and 4 of this Article, and to provide the services set forth in the bylaws of the Association.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed one hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

10. Assessments and Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Excess Dues. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues in excess of the maximums established in this Declaration.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

13. 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 Lot have been paid to the date of the 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 assessments shall be and become a lien upon each Lot as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Dues and/or Assessments-Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or

foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action, and shall be indemnified against the interest, costs 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 Facilities or abandonment of his Lot. The mortgagee of any 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 and such mortgagee may thereupon be subrogated to any rights of the Association.

15. 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 a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV  
EXISTING RIDGES HOMEOWNERS ASSOCIATION

1. All Owners of Lots within Brookfield at the Ridges shall be and automatically are members of the existing Ridges Homeowners Association, created pursuant to the Declaration recorded at the Douglas County Register of Deeds Office in Book 1058, at Page 568, *et seq.* of the Miscellaneous Records. Accordingly, all Lot Owners of Brookfield at the Ridges shall receive the benefits of the Ridges Homeowners Association, and shall be subject to the obligations of the members of the Ridges Homeowners Association including the payment of dues, and the payment of assessments as provided for by the Ridges Homeowners Association.

ARTICLE V  
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 or other building; 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 Board of Directors of the Brookfield at the Ridges Homeowners Association. 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 forthwith in and throughout this Declaration, and any amendments thereto.

2. Design Review Procedure. Design review shall be performed by the Board of Directors of the Brookfield at the Ridges Homeowners Association, and such additional professionals, architects or contractors as shall be deemed necessary by the Board of Directors from time to time. Such professionals, architects or contractors need not be members of the Brookfield at the Ridges Homeowners Association. The requirements for design review shall be as follows:

A. Two (2) complete sets of all construction 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 board, playground equipment, compost facility, clothes lines, pool house, flag pole, shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other Improvement, the construction or placement of which is proposed upon any Lot. The Board of Directors 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 Board of Directors to completely evaluate the proposed structure or Improvement.

B. The Board of Directors shall submit, in writing, to the Lot owner its decision with respect to approval or denial of the proposed Improvement or structure, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereto. The determination of the majority of Board of Directors and any additional professionals shall in all events be dispositive. In the event the vote of the Board of Directors to deny an Owner's original application is not unanimous, the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the Board of Directors within 5 days of receipt of notice of approval or denial. Reconsideration by the Board of Directors shall occur at the Board of Directors' next regularly schedule meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with the Board of Directors' written notation or stamp specifying approval.

C. Provided there are applications to be considered or applications requested to be reconsidered, the Board of Directors shall meet at least once each calendar month to review such applications immediately prior to the regular meeting of the Board of Directors. The Board of Directors

members may convey their proxy to another Board of Directors member or conduct their meetings 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 Board of Directors fails to act upon any application or application for reconsideration within 30 days of the date of its monthly meeting, it shall be deemed that the Board of Directors' decision was for denial.

D. In making its decision, the Board of Directors may consider any and all factors that the Board of Directors determines to be appropriate. The Board of Directors' 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 and the topography of each Lot. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality and character of the community. These standards for review 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, the Board of Directors may 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 Board of Directors and shall at no time be deemed to be rules, but are merely guidelines to assist the Board of Directors. The Design Criteria, and any amendments thereto, shall be provided to all homeowners and Lot each purchaser.

Any written Design Criteria issued by the Board of Directors 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 Board of Directors.

E. Neither the Lot Owner, the Homeowners Association, the Board of Directors, any member of the Board of Directors, any professional assisting the Board of Directors, nor any member of the Homeowners 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, each owner hereby knowingly and expressly waives any and all causes of action for any matters described herein.

**ARTICLE VI**  
**PROPERTY RIGHTS AND EASEMENTS**

1. **Owners Easements of Enjoyment.** Every owner of a Lot shall have a non-exclusive common right and easement of enjoyment, ingress and egress, in and to the Common Areas which right and easement shall be appurtenant to and shall pass with title to each Lot subject to the following:

A. The right of the Homeowners Association to take such steps as reasonably necessary to protect the Common Areas against foreclosure.

B. All provisions of this Declaration, any plat of all or any part or parts of Brookfield at the Ridges, and the Articles and Bylaws of the Homeowners Association.

C. Rules and regulations governing the use and enjoyment of the Common Areas as may be adopted by the Homeowners Association from time to time.

D. Restrictions contained on any and all plats of all or any part of Brookfield at the Ridges, or filed separately with respect to all or any part or parts of Brookfield at the Ridges.

E. A perpetual license and easement is hereby reserved in favor of and granted to the utility companies, the City of Omaha, 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 lot lines and a five foot (5') wide strip adjoining the side lot lines of each Lot and each Outlot; 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 24 months of the date hereof, or if any such facilities are constructed but are thereafter removed without replacement within 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 later interfere with the aforementioned uses or rights granted herein. All utility service lines from a property line to a dwelling shall be underground.

ARTICLE VII  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Board of Directors, any Lot Owner shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation of this Declaration, or to recover damages, or impose any appropriate equitable or legal remedy for such violation. Failure by the Board of Directors 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Invalidation of any covenant by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Dale T. Busenbark Lot(s) 17  
Signature

Dale T. Busenbark Date: June 24, 2004  
Print Name

\_\_\_\_\_  
Signature Lot(s) \_\_\_\_\_

\_\_\_\_\_  
Print Name Date: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was executed before me this 24th day of June, 2004, by  
Dale T. Busenbark the Owner(s)  
of Lot(s) 17

Larry Rosso  
Notary Public