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139 BKP C/O OC-04746  
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Temp. 12.4.01

RETURN: Gross + Welch c/o Ann Wilson  
2120 S. 72nd St Suite 1500  
Omaha NE 68124

Brookfield at the Ridge - Douglas - Tim

5/10/2004

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 and described as follows:

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.

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 such Lots 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 Lots or parts thereof as may hereafter be conveyed or dedicated by

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Declarant, or its successors or assigns, for use in connection with a Common Facility. Outlot "A" shall be used exclusively for a private street which will be maintained by the residents of Brookfield at the Ridges after annexation by the City of Omaha. Until then Sanitary and Improvement District #464 will maintain the streets.

2. Except as approved in accordance with Article IV, Section 2, 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.

With the approval of the Board of Directors and the Design Review Board (as defined herein), any of 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 approval process outlined below. Improvements shall include:

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

or other external improvement, above or below the ground (herein all referred to as any "Improvement").

A. Any Lot owner, (hereinafter a "Lot Owner" or "Owner", and more fully defined in Article III Section 2) desiring to erect an Improvement shall deliver two sets of construction plans and plot plans to the Board of Directors (herein

collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Plans, Owner shall notify the Board of Directors of the Owner's mailing address.

B. The Board of Directors shall submit such Plans to the Design Review Committee, which such committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarants. In this regard, Declarants intend that the Lots shall be developed as a 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 Board of Directors to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Board of Directors determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and the neighboring Lots as a quality residential community, the Board of Directors may refuse approval of the proposed Improvement.

C. Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Board of Directors.

D. No Lot Owner or combination of Lot Owners, or other person or persons shall have any right to any action by the Board of Directors, or to control, direct or influence the acts of the Board of Directors with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Board of Directors by virtue of the authority granted to the Board of Directors in this Section, or as a result of any act or failure to act by the Board of Directors with respect to any proposed Improvement.

3. 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.

4. 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

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the Board of Directors, the roof of all Improvements shall be covered with slate, tile, or medium cedar wood shakes.

5. 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 advertising a Lot as "For Sale". 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. 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 and sale of the Lots.

6. 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 or street for more than 48 hours. No vehicles will be parked within 10 feet of the mailbox structures at any time.

7. 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.

8. 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 (other than in an enclosed structure) 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.

9. 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.

10. 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.

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11. 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.
12. No swimming pool may extend more than one foot above ground level, which design and construction 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, and must be approved by the Board as an Improvement as hereinabove provided. In the event of a conflict between the City of Omaha covenants and this Declaration, the more restrictive requirement shall apply.
13. Construction of any Improvement shall be completed within one and one-half (1 ½) years 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 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.
14. 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 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; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.
15. 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 driveway approaches will be permitted.
16. 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.
17. 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. Vacant Lots shall

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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.

18. No structure of a temporary character, carport, trailer, basement, tent, 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.

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

20. 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.

## 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 ("Common Facilities"). Common Facilities may be



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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 or near Brookfield at the Ridges.

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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 in generally good 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

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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 and Assessments. With the approval of seventy-five percent (75%) of the Members of the Association, the Board of Directors may establish dues and/or assessments 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.

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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 as of the date such amounts first become due and payable.

14. Effect of Nonpayment of 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. 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; 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 Board of Directors of the 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

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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 Homeowners Association, which shall consist of all members of the Board of Directors and such additional professionals, architects or contractors as shall be deemed necessary by the Board of Directors from time to time, which such professionals, architects or contractors need not be members of the Homeowners Association ("Design Review Board"). The requirements for design review shall be as follows:

- A. 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 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 Design Review Board 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 Design Review Board to completely evaluate the proposed structure or improvement.
- B. The Design Review Board shall submit, in writing, to the Lot owner its decision with respect to approval or denial of 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 or change or modification thereto, 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 Design Review Board shall in all events be dispositive. In the event the vote of the Design Review Board on 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 Design Review Board within 5 days of receipt of notice of approval or denial. Reconsideration by the Design Review Board shall occur at the Design Review Board's next regularly schedule meeting. In the event of approval of plans, one complete set of plans

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shall be returned to the Owner with the Design Review Board's written notation or stamp specifying approval.

C. Provided there are applications to be considered or applications requested to be reconsidered, the Design Review Board shall meet at least once each calendar month. The Design Review Board members may conduct their meetings and convey their proxy to another Design Review Board 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 Design Review Board 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 Design Review Board's decision was for denial.

D. In making its decision, the Design Review Board may consider any and all factors that the Design Review Board determines to be appropriate. The Design Review Board'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 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, character and 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, in consultation with the Lot Owner, the Design Review Board 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 Design Review Board and shall at no time be deemed to be rules, but are merely guidelines to assist the Design Review Board. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and Lot purchaser.

Any written Design Criteria issued by the Design Review Board as a result hereof shall not limit nor otherwise impair the application of any

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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 Design Review Board.

E. Neither the Lot Owner, the Homeowners Association, the Board of Directors, the Design Review Board, any member of the Design Review Board, 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 V 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 in Ingress and Egress in and to the Common Areas which shall be pertinent or and shall pass with title to such lots subject to the following:

A. The right of the Homeowners 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 Bylaws of the Homeowners Association.

C. Rules and regulations governing the use and enjoyment of the common areas adopted by the Homeowners Association from time to time.

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separate 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 the utility companies, the City of Omaha, Nebraska, their successors and assigns, to erect and operate, maintain, repair and

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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 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 such utility service lines from property line to dwelling shall be underground.

#### ARTICLE VI GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Board of Directors or the Declarant named herein 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 or to recover damages or other dues of 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. The provisions of this Declaration may also be enforced by the Lot Owners.

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. Invalidity 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.

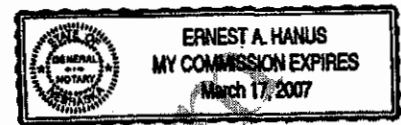


IN WITNESS WHEREOF, the Declarant has caused these presents to be  
executed this 10<sup>th</sup> day of May, 2004.

Marybeth Schlemmer - Lot 68  
"Declarant"

By Marybeth Schlemmer  
Its 68

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.:



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
MAY, 2004, by MARY BETH SCHEMMER, on behalf of and as the  
duly authorized representative of the Declarant, \_\_\_\_\_.

Ernest A Hanus  
Notary Public

www.omahatitle.com

IN WITNESS WHEREOF, the Declarant has caused these presents to be  
executed this 15 day of APRIL, 2004.

Ernie Hanus

"Declarant"

By ERNIE HANUS

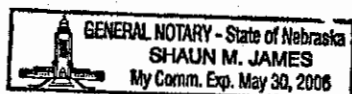
Its 129

STATE OF NEBRASKA )

) SS.:

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 15 day of  
APRIL, 2004, by ERNIE HANUS, on behalf of and as the  
duly authorized representative of the Declarant, LOT 129.



Shaun M. James  
Notary Public

old

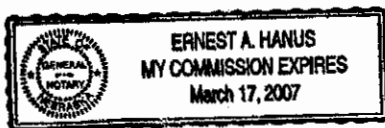
IN WITNESS WHEREOF, the Declarant has caused these presents to be  
executed this 15TH day of APRIL, 2004.

ROBIN D. HANUS  
"Declarant"

By Robin D. Hanus  
Its 129

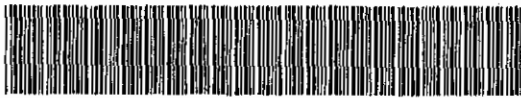
STATE OF NEBRASKA                    )  
  ) SS.:  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this 15TH day of  
APRIL, 2004, by ROBIN D. HANUS, on behalf of and as the  
duly authorized representative of the Declarant, ROBIN D. HANUS.



Ernest A Hanus  
Notary Public

Old



MISC 2004093244



JUL 14 2004 15:17 P 38

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
7/14/2004 15:17:42.60



2004093244

**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

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38 FEE 258.50 FB OC-04747  
137 BKP            C/O            COMP PU  
DEL            SCAN            FV           

RETURN: Gross + Welch c/o Ann Wilson  
2120 S. 72nd St Suite 1500  
Omaha NE 68124

6/2004

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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

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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



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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 by 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

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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

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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

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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



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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.



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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

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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.

(Remainder of page intentionally left blank.)

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

**For Lots:** 6, 7, 8, 10, 15, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 71, 72, 73, 76, 80, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, and Outlots A, B, C, D and E, all in Brookfield at the Ridges, A Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

**THE RIDGES LIMITED PARTNERSHIP,**  
A Nebraska Limited Partnership, by and  
Through Ridges Corporation, General  
Partner, the "Declarant"

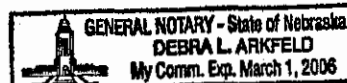
By: Timothy J. McReynolds  
Timothy J. McReynolds, President  
Ridges Corporation, General Partner

Date: 6-8-04

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 8th day of June, 2004, before me a notary public, came and appeared Timothy J. McReynolds, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me did state that he was duly authorized in his capacity as President of Ridges Corporation, General Partner, to execute the foregoing, and did state that he had read and was fully advised of the contents thereof; and, that such were executed in his 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.

Debra L. Arkfeld  
Notary Public



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

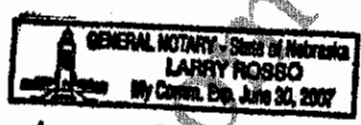
Dale T. Busenbark Lot(s) 17  
Signature

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

www.omahatitle.com

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

*Sally Korth* Lot(s) 54, Brookfield at The Ridges  
Signature

Sally Korth Date: 6-15-04  
Print Name

*Fred Korth* Lot(s) \_\_\_\_\_  
Signature

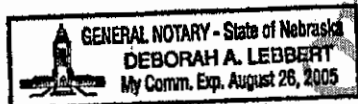
FRED KORTH Date: 6/15/04  
Print Name

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing was excuted before me this 15 day of June, 2004, by  
Sally A. Korth and Fred J. Korth, Wife and Husband the Owner(s)  
a/k/a Sally Dorth and Fred Korth  
of Lot(s) Lot 54, Brookfield. at The Ridges

*Deborah A. Lebbert*

Notary Public



IN WITNESS WHEREOF, the Declarant has caused these presents to be  
executed this 12 day of May, 2004.

Mitchell & Marilyn Lowe  
"Declarant"

By Mitchell & Marilyn Lowe  
Its \_\_\_\_\_

STATE OF NEBRASKA )

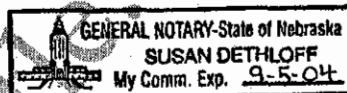
) SS.:

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12 day of

May, '04

Susan Dethloff



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

[Signature] Lot(s) \_\_\_\_\_  
Signature

TOM OLLINAN Date: 06.25.2004  
Print Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing was excuted before me this 25th day of June, 2004, by  
Tom Ollinan the Owner(s)  
of Lot(s) \_\_\_\_\_



Kellie M. Schaefer  
Notary Public

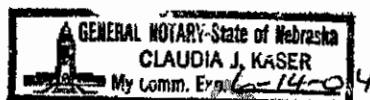
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>William B. Anderson</u>	Lot(s) <u>70</u>
Print Name <u>William B. Anderson</u>	Date: <u>6/14/04</u>
Signature <u>Nancy R. Anderson</u>	Lot(s) <u>70</u>
Print Name <u>Nancy R. Anderson</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by William B.

Nancy R. Anderson the Owner(s) of Lot(s) 70

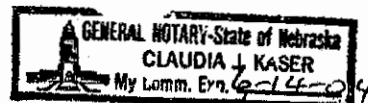
Notary Public

Signature <u>Duane W. Brackenburg</u>	Lot(s) <u>19</u>
Print Name <u>Duane W. Brackenburg</u>	Date: <u>6/14/04</u>
Signature <u>Loranna Brackenburg</u>	Lot(s) <u>19</u>
Print Name <u>LORANNA BRACKENBURY</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Duane W.

Loranna Brackenburg the Owner(s) of Lot(s) 19

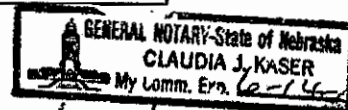
Notary Public

Signature <u>Leland P. Schroeder</u>	Lot(s) <u>101 &amp; 118</u>
Print Name <u>Leland P. Schroeder</u>	Date: <u>06-14-04</u>
Signature <u>Doris A. Schroeder</u>	Lot(s) <u>101 &amp; 118</u>
Print Name <u>Doris A. Schroeder</u>	Date: <u>06-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by Leland P.

Doris A. Schroeder the Owner(s) of Lot(s) 101 & 118

Notary Public

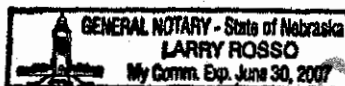


**IN WITNESS WHEREOF**, the Declarants have caused these presents to be executed on the following dates:

Cletas Hottovy  
 Signature  
 Cletas Hottovy  
 Print Name  
 Cletas Hottovy  
 Signature  
 Cletas Hottovy  
 Print Name  
 Lot(s) 121  
 Date: 6-14-04  
 Lot(s) 121  
 Date: 6-14-04

STATE OF NEBRASKA )

) ss.



COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by ALOIS A. CLETAS

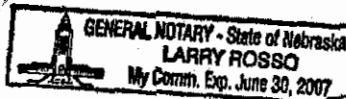
M. HOTTOUY the Owner(s) of Lot(s) 121

**Notary Public**

Signature	<u>John E Hill</u>	Lot(s)	<u>82</u>
Print Name	<u>John E Hill</u>	Date:	<u>6-14-04</u>
Signature	<u>LaRue E Hill</u>	Lot(s)	<u>82</u>
Print Name	<u>LaRue E Hill</u>	Date:	<u>6-14-04</u>

STATE OF NEBRASKA )

1 ss.



COUNTY OF DOUGLAS )

The foregoing was executed before me this 14<sup>th</sup> day of June, 2004, by John E. and

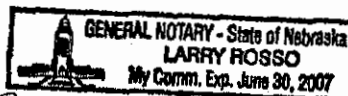
LaRue E. Hill the Owner(s) of Lot(s) 82

**Notary Public**

Signature Jeane A. Schinstock Lot(s) 78  
 Print Name Jeane A. Schinstock Date: 6-14-04  
 Signature \_\_\_\_\_ Lot(s) \_\_\_\_\_  
 Print Name \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NEBRASKA )

1 ss.



COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14 day of June, 2004, by Deane A Schigstack

the Owner(s) of Lot(s) 18 0

**Notary Public**

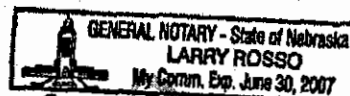
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Carolyn Seaman TRUST</u> Signature <u>Carolyn Seaman</u> Print Name	Lot(s) <u>55</u> Date: <u>6/14/04</u>
<u>Carolyn Seaman</u> Signature <u>Carolyn Seaman</u> Print Name	Lot(s) _____ Date: _____

STATE OF NEBRASKA )

) ss.

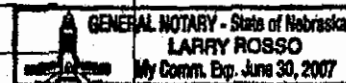
COUNTY OF DOUGLAS )



The foregoing was executed before me this 14 day of June, 2004, by Carolyn Seaman the Owner(s) of Lot(s) 55

Notary Public

<u>Diana Rickard</u> Signature <u>DIANA RICKARD</u> Print Name	Lot(s) <u>123</u> Date: <u>6/14/04</u>
<u>Dwight F. Rickard</u> Signature <u>Dwight F. Rickard</u> Print Name	Lot(s) <u>123</u> Date: <u>6/21/04</u>

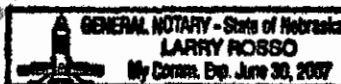


6-14-04

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



6-21-04

The foregoing was executed before me this 21 day of JUNE, 2004, by \_\_\_\_\_ the Owner(s) of Lot(s) 123

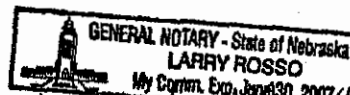
Notary Public

<u>Leonardo Morello</u> Signature <u>LEONARDO MORELLO</u> Print Name	Lot(s) <u>#69</u> Date: <u>6-14-04</u>
<u>Morello MORELLO</u> Signature <u>MORELLO</u> Print Name	Lot(s) <u>69</u> Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14th day of June, 2004, by Leonardo Morello and Leonardo Morello the Owner(s) of Lot(s) \_\_\_\_\_

Notary Public

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

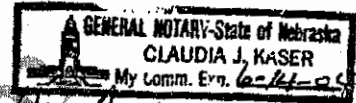
Signature <u>Judith Ann Santiago</u>	Lot(s) <u>2</u>
Print Name <u>Judith Ann Santiago</u>	Date: <u>6/14/04</u>
Signature _____	Lot(s) _____
Print Name _____	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Judith Ann Santiago the Owner(s) of Lot(s) 2



Notary Public

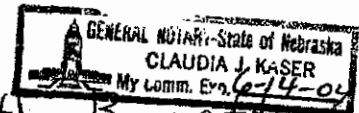
Signature <u>Judith Bennett</u>	Lot(s) <u>22</u>
Print Name <u>Judith Bennett</u>	Date: <u>6/14/04</u>
Signature _____	Lot(s) _____
Print Name _____	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Judith Bennett the Owner(s) of Lot(s) 22



Notary Public

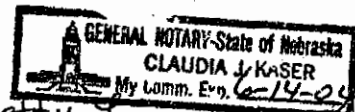
Signature <u>Betty Lee Gerdes Trust</u>	Lot(s) <u>124</u>
Print Name <u>Betty Lee Gerdes Trust</u>	Date: <u>6-14-04</u>
Signature _____	Lot(s) _____
Print Name _____	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Betty Lee Gerdes Trust the Owner(s) of Lot(s) 124



Notary Public

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

<u>[Signature]</u> Signature	Lot(s) <u>128</u>
<u>APOLONIO BACA</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>128</u>
<u>FELIPA BACA</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14 day of JUNE, 2004, by APOLONIO BACA

FELIPA BACA the Owner(s) of Lot(s) 128

Notary Public Larry Rosso

<u>[Signature]</u> Signature	Lot(s) <u>125</u>
<u>Margaret H. Sommers</u> Print Name	Date: <u>6-14-04</u>
Signature	Lot(s)
Print Name	Date:

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14 day of JUNE, 2004, by MARGARET

SOMMERS the Owner(s) of Lot(s) 125

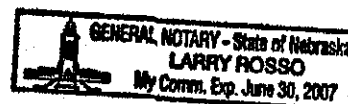
Notary Public Larry Rosso

<u>[Signature]</u> Signature	Lot(s) <u>9</u>
<u>Sharon R. Redding</u> Print Name	Date: <u>6/14/04</u>
Signature	Lot(s)
Print Name	Date:

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14 day of JUNE, 2004, by

SHARON REDDING the Owner(s) of Lot(s) 9

Notary Public Larry Rosso

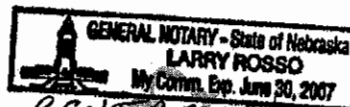
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Connie Schleich-Williams</u>	Lot(s) <u>#1</u>
Print Name <u>Connie Schleich-Williams</u>	Date: <u>06/14/04</u>
Signature <u>BENJAMIN R WILLIAMS</u>	Lot(s) <u>#1</u>
Print Name <u>BENJAMIN R WILLIAMS</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14 day of JUNE, 2004, by BENJAMIN

CONNIE WILLIAMS the Owner(s) of Lot(s) 1

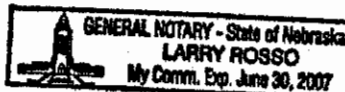
Notary Public Larry Rosso

Signature <u>Claudia Kaser</u>	Lot(s) <u>61</u>
Print Name <u>Claudia Kaser</u>	Date: <u>6-14-04</u>
Signature <u>TERRY R. KASER</u>	Lot(s) <u>61</u>
Print Name <u>TERRY R. KASER</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14 day of JUNE, 2004, by TERRY + CLAUDIA

KASER the Owner(s) of Lot(s) 61

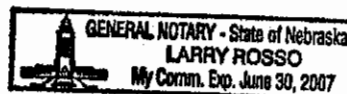
Notary Public Larry Rosso

Signature <u>Edward A. Holyoke</u>	Lot(s) <u>35</u>
Print Name <u>Edward A. Holyoke</u>	Date: <u>6/14/04</u>
Signature <u>Sharon B Holyoke</u>	Lot(s) <u>35</u>
Print Name <u>Sharon B Holyoke</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was executed before me this 14 day of JUNE, 2004, by

EDWARD + SHARON the Owner(s) of Lot(s) 35

HOLYOKE

Notary Public Larry Rosso

21

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

<u>[Signature]</u> Signature	Lot(s) <u>14</u>
<u>JAMES G. CUMMINS</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>14</u>
<u>GAIL A. CUMMINS</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was excuted before me this 14 day of JUNE, 2004, by JAMES G. GAIL CUMMINS the Owner(s) of Lot(s) 14  
Larry Rosso  
Notary Public

<u>B. Charlene Fletcher</u> Signature	Lot(s) <u>79</u>
<u>B. CHARLENE FLETCHER</u> Print Name	Date: <u>6/14/04</u>
<u>[Signature]</u> Signature	Lot(s) <u>   </u>
<u>   </u> Print Name	Date: <u>   </u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was excuted before me this 14 day of JUNE, 2004, by CHARLENE FLETCHER the Owner(s) of Lot(s) 79  
Larry Rosso  
Notary Public

<u>[Signature]</u> Signature	Lot(s) <u>120</u>
<u>L. PAUL Comeau</u> Print Name	Date: <u>5 July 2004</u>
<u>[Signature]</u> Signature	Lot(s) <u>120</u>
<u>Lynda M. Comeau</u> Print Name	Date: <u>5 July 2004</u>

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.



The foregoing was excuted before me this 5th day of July, 2004, by L. Paul Comeau and Lynda M Comeau the Owner(s) of Lot(s) 120  
Larry Rosso  
Notary Public

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

Signature <u>Joanne Heiman</u>	Lot(s) <u>65</u>
Print Name <u>JOANNE HEIMAN</u>	Date: <u>6/14/04</u>
Signature <u>Greg Heiman</u>	Lot(s) <u>65</u>
Print Name <u>Greg Heiman</u>	Date: <u>6/14/04</u>

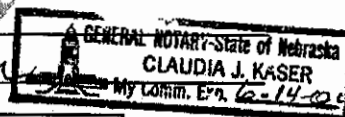
STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Joanne Heiman & Greg Heiman the Owner(s) of Lot(s) 65

Claudia J. Kaser  
Notary Public



Signature <u>Jodie F. Gere</u>	Lot(s) <u>75</u>
Print Name <u>Jodie F. Gere</u>	Date: <u>6-14-04</u>
Signature <u>Claudia G. Matthews</u>	Lot(s) <u>75</u>
Print Name <u>Claudia G. Matthews</u>	Date: <u>6-14-04</u>

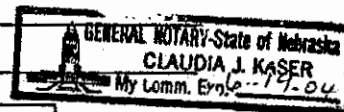
STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Jodie F. Gere & Claudia G. Matthews the Owner(s) of Lot(s) 75

Claudia J. Kaser  
Notary Public



Signature <u>Joseph G. Weber</u>	Lot(s) <u>#57</u>
Print Name <u>Joseph Weber</u>	Date: <u>10-14-04</u>
Signature <u>Colleen K. Weber</u>	Lot(s) <u>#57</u>
Print Name <u>Colleen K. Weber</u>	Date: <u>6-14-04</u>

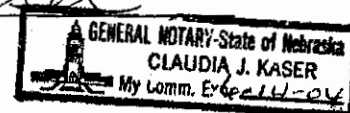
STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Joseph G. Weber and Colleen K. Weber the Owner(s) of Lot(s) 57

Claudia J. Kaser  
Notary Public



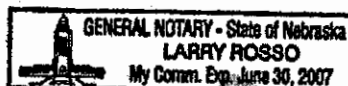
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Thomas R. Haynes</u> Signature	Lot(s) <u>74</u>
<u>Thomas R. Haynes</u> Print Name	Date: <u>6/14/04</u>
<u>Sandra E. Haynes</u> Signature	Lot(s) <u>74</u>
<u>Sandra E. Haynes</u> Print Name	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Thomas R. Haynes

Sandra E Haynes the Owner(s) of Lot(s) 74

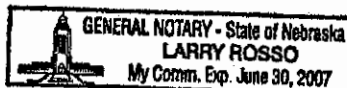
Notary Public

<u>C. Barclay Wade</u> Signature	Lot(s) <u>5</u>
<u>C. Barclay Wade</u> Print Name	Date: <u>6/14/04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by C. Barclay Wade

the Owner(s) of Lot(s) 5

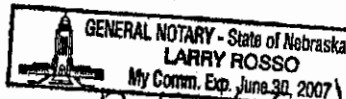
Notary Public

<u>R. J. Mathias</u> Signature	Lot(s) <u>77</u>
<u>Richard J. Mathias</u> Print Name	Date: <u>06/14/04</u>
<u>Joan M. Mathias</u> Signature	Lot(s) <u>77</u>
<u>Joan M. Mathias</u> Print Name	Date: <u>06/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Richard J. Mathias & Joan M. Mathias

M. Mathias the Owner(s) of Lot(s) 77

Notary Public

24



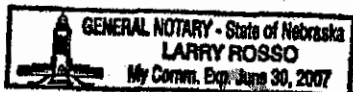
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Barton R Culbertson</u>	Lot(s) <u>66</u>
Print Name <u>BARTON R CULBERTSON</u>	Date: <u>6-14-04</u>
Signature <u>Karen J Culbertson</u>	Lot(s) <u>66</u>
Print Name <u>KAREN J CULBERTSON</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Barton R

Karen J. Culbertson the Owner(s) of Lot(s) 66

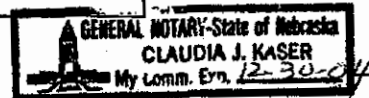
Notary Public

Signature <u>Larry Rosso</u>	Lot(s) <u>112</u>
Print Name <u>LARRY ROSSO</u>	Date: <u>6-14-04</u>
Signature <u>Penny E Rosso</u>	Lot(s) <u>112</u>
Print Name <u>PENNY E ROSSO</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Larry V & Penny E.

Rosso the Owner(s) of Lot(s) 112

Notary Public

Signature <u>Dan Pistulka</u>	Lot(s) <u>64</u>
Print Name <u>Dan Pistulka</u>	Date: <u>6/14/04</u>
Signature <u>Carol Pistulka</u>	Lot(s) <u>64</u>
Print Name <u>Carol Pistulka</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

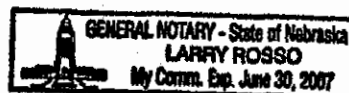
COUNTY OF DOUGLAS )

The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Dan & Carol

Pistulka the Owner(s) of Lot(s) 64

Notary Public

25



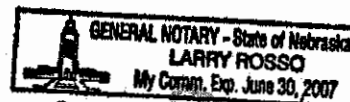
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>David W Minard</u> Signature	Lot(s) <u>67</u>
<u>David W Minard</u> Print Name	Date: <u>6-14-04</u>
<u>Patricia A Minard</u> Signature	Lot(s) <u>67</u>
<u>PATRICIA A. MINARD</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by David W. Minard  
Patricia A. Minard the Owner(s) of Lot(s) 67

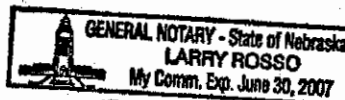
Notary Public

<u>Diane Duncan</u> Signature	Lot(s) <u>4</u>
<u>Diane Duncan</u> Print Name	Date: <u>06-14-2004</u>
<u>                    </u> Signature	Lot(s) <u>                    </u>
<u>                    </u> Print Name	Date: <u>                    </u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Diane Duncan  
Duncan the Owner(s) of Lot(s) 4

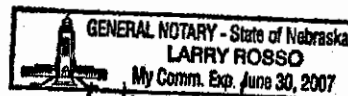
Notary Public

<u>Gail Hemschmeyer</u> Signature	Lot(s) <u>81</u>
<u>GAIL Hemschmeyer</u> Print Name	Date: <u>6-14-04</u>
<u>John Hemschmeyer</u> Signature	Lot(s) <u>81</u>
<u>John Hemschmeyer</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by John Hemschmeyer  
Gail Hemschmeyer the Owner(s) of Lot(s) 81

Notary Public

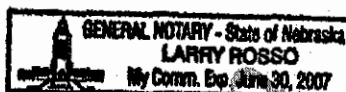
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Robyn Christenson</u> Signature	Lot(s) <u>11</u>
<u>Robyn Christenson</u> Print Name	Date: <u>6-14-04</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Robyn

Christenson the Owner(s) of Lot(s) 11

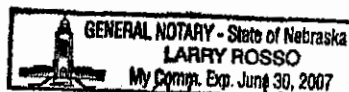
Notary Public

<u>Patrick Foxvog</u> Signature	Lot(s) <u>18</u>
<u>Patrick Foxvog</u> Print Name	Date: <u>6-14-04</u>
<u>Jeannette Foxvog</u> Signature	Lot(s) <u>18</u>
<u>Jeannette Foxvog</u> Print Name	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Patrick and

Jeannette Foxvog the Owner(s) of Lot(s) 18

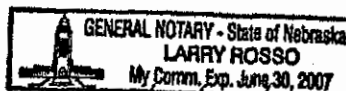
Notary Public

<u>Satish B. Wariyar</u> Signature	Lot(s) <u>119</u>
<u>Satish B. Wariyar</u> Print Name	Date: <u>June 14-04</u>
<u>Indira B. Wariyar</u> Signature	Lot(s) <u>119</u>
<u>INDIRA B. WARIYAR</u> Print Name	Date: <u>June 14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14<sup>th</sup> day of June, 2004, by Satish B. Wariyar

INDIRA B Wariyar the Owner(s) of Lot(s) 119

Notary Public

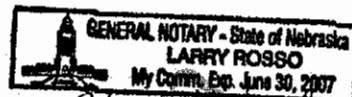
IN WITNESS WHEREOF the Declarants have caused these presents to be executed on the following dates:

Signature <u>Glen H. Sanders</u>	Lot(s) <u>126</u>
Print Name <u>GLEN H. SANDERS</u>	Date: <u>6/14/04</u>
Signature <u>Ardyth J. Sanders</u>	Lot(s) <u>126</u>
Print Name <u>ARDYTH J. SANDERS</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Glen H & Ardyth

T. Sanders the Owner(s) of Lot(s) 126

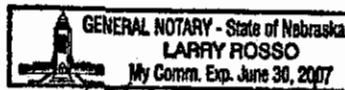
Notary Public Larry Rosso

Signature <u>Glen W. Dare</u>	Lot(s) <u>62</u>
Print Name <u>GLEN W. DARE</u>	Date: <u>6/14/04</u>
Signature <u>Carol S. Dare</u>	Lot(s) <u>62</u>
Print Name <u>CAROL S. DARE</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Glen W &

Carol S Dare the Owner(s) of Lot(s) 62

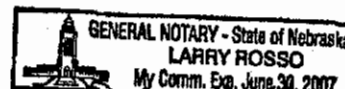
Notary Public Larry Rosso

Signature <u>Richard L. Horton</u>	Lot(s) <u>56</u>
Print Name <u>Richard Horton</u>	Date: <u>6-14-04</u>
Signature <u>Linda L. Horton</u>	Lot(s) <u>56</u>
Print Name <u>LINDA L. HORTON</u>	Date: <u>6-14-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Richard Horton &

Linda L. Horton the Owner(s) of Lot(s) 56

Notary Public Larry Rosso

28

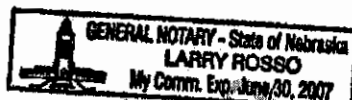
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Barbara O'Daniel</u>	Lot(s) <u>59</u>
Print Name <u>Barbara O'Daniel</u>	Date: <u>6/14/04</u>
Signature <u>Michael O'Daniel</u>	Lot(s) <u>59</u>
Print Name <u>Michael O'Daniel</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Michael O'Daniel & Barbara O'Daniel

O'Daniel the Owner(s) of Lot(s) 59

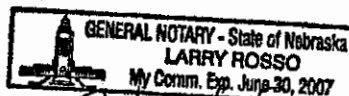
Notary Public

Signature <u>Robert Sample</u>	Lot(s) <u>60</u>
Print Name <u>Robt. Sample</u>	Date: <u>6/14/04</u>
Signature <u>Sylvia Sample</u>	Lot(s) <u>60</u>
Print Name <u>Sylvia Sample</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Robert Sample and Sylvia Sample

Sylvia Sample the Owner(s) of Lot(s) 60

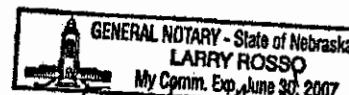
Notary Public

Signature <u>Frank A. Bianco</u>	Lot(s) <u>2</u>
Print Name <u>Frank A. Bianco</u>	Date: <u>6/14/04</u>
Signature <u>Cheryl Bianco</u>	Lot(s) <u>2</u>
Print Name <u>Cheryl Bianco</u>	Date: <u>6/14/04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Frank A. Bianco

Cheryl Bianco the Owner(s) of Lot(s) 2

Notary Public

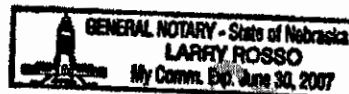
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Leo J. Lang</u>	Lot(s) <u>16</u>
Print Name <u>Leo J. Lang</u>	Date: <u>June 13, 2004</u>
Signature <u>Mary J. Lang</u>	Lot(s) <u>16</u>
Print Name <u>Mary J. Lang</u>	Date: <u>June 13, 2004</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 13 day of June, 2004, by Leo J. & Mary

J. Lang.

the Owner(s) of Lot(s) 16

Larry Rosso  
Notary Public

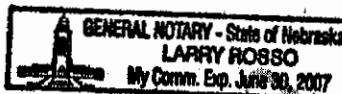
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Susanne Danielson</u>	Lot(s) <u>13</u>
Print Name <u>Susanne Danielson</u>	Date: <u>6-14-04</u>
Signature <u>/</u>	Lot(s) <u>/</u>
Print Name <u>/</u>	Date: <u>/</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 14th day of June, 2004, by Susanne

Danielson the Owner(s) of Lot(s) 13  
Larry Rosso  
 Notary Public

Signature <u>Lana K Longacre</u>	Lot(s) <u>83</u>
Print Name <u>LANA K LONGACRE</u>	Date: <u>6.15.04</u>
Signature <u>/</u>	Lot(s) <u>/</u>
Print Name <u>/</u>	Date: <u>/</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 15th day of June, 2004, by Lana K. Longacre

the Owner(s) of Lot(s) 83

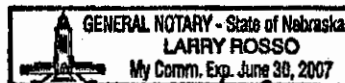
Notary Public

Signature <u>David Cecil</u>	Lot(s) <u>34</u>
Print Name <u>David Cecil</u>	Date: <u>6/16/04</u>
Signature <u>Nancy M. Cecil</u>	Lot(s) <u>34</u>
Print Name <u>Nancy M. Cecil</u>	Date: <u>6-16-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 16th day of June, 2004, by David Cecil

and Nancy M. Cecil the Owner(s) of Lot(s) 34  
Larry Rosso  
 Notary Public

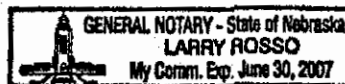
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

<u>Joanne Hinchcliff</u> Signature	Lot(s) <u>63</u>
<u>Joanne Hinchcliff</u> Print Name	Date: <u>June 17-03</u>
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 17th day of June, 2004, by Joanne Hinchcliff

the Owner(s) of Lot(s) 63

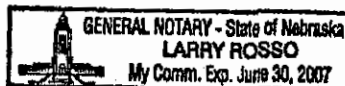
Larry Rosso  
Notary Public

<u>Thomas L. Dehner</u> Signature	Lot(s) <u>58</u>
<u>Thomas L. Dehner</u> Print Name	Date: <u>June 19-04</u>
<u>Karen J. Dehner</u> Signature	Lot(s) <u>58</u>
<u>KAREN J. DEHNER</u> Print Name	Date: <u>June - 19-04</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 19th day of June, 2004, by Thomas L. and

Karen J. Dehner

the Owner(s) of Lot(s) 58

Larry Rosso  
Notary Public

_____ Signature	Lot(s) _____
_____ Print Name	Date: _____
_____ Signature	Lot(s) _____
_____ Print Name	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_

the Owner(s) of Lot(s) \_\_\_\_\_

\_\_\_\_\_  
Notary Public



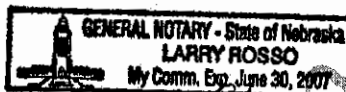
IN WITNESS WHEREOF, the Declarants have caused these presents to be executed on the following dates:

Signature <u>Clarence T. Crary</u>	Lot(s) <u>127</u>
Print Name <u>Clarence T. Crary</u>	Date: <u>June 17, 2004</u>
Signature <u>Tanny Lies</u>	Lot(s) <u>127</u>
Print Name <u>Tanny Lies</u>	Date: <u>June 17, 2004</u>

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )



The foregoing was excuted before me this 17 day of June, 2004, by Clarence Gary

Tanny Lies

the Owner(s) of Lot(s) 127

Notary Public Larry Rosso

Signature _____	Lot(s) _____
Print Name _____	Date: _____
Signature _____	Lot(s) _____
Print Name _____	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_

the Owner(s) of Lot(s) \_\_\_\_\_

Notary Public \_\_\_\_\_

Signature _____	Lot(s) _____
Print Name _____	Date: _____
Signature _____	Lot(s) _____
Print Name _____	Date: _____

STATE OF NEBRASKA )

) ss.

COUNTY OF DOUGLAS )

The foregoing was excuted before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_

the Owner(s) of Lot(s) \_\_\_\_\_

Notary Public \_\_\_\_\_

Last Page  
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