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GEORGE J. DUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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

This Declaration executed on the date hereinafter set forth is made by The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1 through 54 and Outlot A, Whispering Pines, A Replat of Lots 267 and 274 The Ridges, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Townhome Lots are situated in The Ridges, a primarily residential subdivision situated northwest of 180th Street and Center Street in Douglas County, Nebraska, and hereinafter referred to as "The Ridges". The Ridges is comprised primarily of the Residential Lots aforescribed and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, The Ridges is a complete and complimentary development including townhomes, commercial and multi-family developments.

Further, around and throughout The Ridges, there exists a golf course and practice facilities known as Shadow Ridge Golf Course. It is Declarant's intention that any provision, limitation, restriction or requirement within this Declaration relating to obtaining express approval for the construction, placement, design and exterior material and coverings for any structure shall be binding upon any owner of Shadow Ridge Golf Course, its successors and assigns.

The Declarant desires to provide for the preservation of the values and amenities of The Ridges, for the maintenance of the character and residential integrity of The Ridges and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of The Ridges. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within The Ridges utilized for landscape easement, pool facilities, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Townhome Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Townhome Lots, and the enjoyment of the residents of the Townhome Lots. These restrictions, covenants, conditions and easements shall run with said Townhome Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Townhome Lot or any part thereof, as is more fully described herein. The Townhome Lots are and each Townhome Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Townhome Lot shall be used exclusively for single family, townhome residential purposes, except Outlot A which shall be utilized as a common facility of Townhome Lots 1 through 54, nonetheless for landscaping, ingress, egress, parking and amenities. The Declarant acknowledges solely for the purposes of this Declaration that the existing residential structure on Lot 53 is considered to be a townhome.

2. No townhome residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Townhome Lot, nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/ plantscaping. Owner shall submit such plans to the DRB as more specifically described and required under Article IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.

- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on the adjoining Townhome Lots and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Whispering Pines Townhome development within the Ridges shall be a developed townhome community with townhomes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the Townhome Lots and to protect the value, character and residential quality of all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality townhome residential community, the DRB may refuse approval of the proposed Improvement.
- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.
- e. The existing structure on Lot 53, Whispering Pines is an approved Improvement and all changes and modifications to the existing structure and landscaping must be approved by the DRB pursuant to the terms of this Declaration.

3. A minimum building standard requirement shall be for brick to appear on all sides of each townhome unit, and all deck and porch supports, even though 100% coverage by brick shall not be required. All exposed foundation walls must be constructed of or faced with brick or other material approved in writing by the DRB. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any

townhome property. All fireplaces shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake shingles, or other material approved in writing by DRB.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Townhome Lot except one sign per Townhome Lot consisting of not more than eight (8) square feet, advertising the lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Townhome Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to The Whispering Pines Townhomes or The Ridges as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the Declarant deems acceptable, and such other signage as the Declarant might approve.

5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Townhome Lot or on the structures thereon. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

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

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Townhome Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any townhome lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Townhome Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets, however, this paragraph 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Townhome dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Townhome Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Townhome Lot. No clothes line shall be permitted outside of

any dwelling at any time. Produce or vegetable gardens may not be planted nor maintained on any part of a Townhome Lot.

9. Exterior lighting installed on any Townhome Lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Townhome Lots. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

10. All Townhome Lots which abut the Shadow Ridge Golf Course shall have constructed a minimum six foot black simulated or real wrought iron fence in the design approved by the DRB. Placement, including set back requirements, must be as specified and approved by the DRB. Any additional lot line then fenced must also be of the same simulated or real wrought iron. Any other fences constructed shall be of the four foot black simulated or real wrought iron fence in the design approved by the DRB. In all events the construction, placement or erection of any fence or wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

12. Driveway approaches between the sidewalk and curb on each Townhome Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted.

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

14. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Townhome Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Townhome Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Townhome Lots shall be allowed to reach a height in excess of twelve (12) inches.

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

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

ARTICLE II

TOWNHOME OWNERS ASSOCIATION

1. The Association. Declarant will cause, itself or by its designee, the incorporation of Whispering Pines Townhome Owners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of Whispering Pines Townhomes, the maintenance of the character and residential integrity of Whispering Pines Townhomes, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Whispering Pines Townhomes, including:

- a. The maintenance of landscaping and improvements, equipment for maintenance, the operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas; and signs and entrances for Whispering Pines Townhomes. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Whispering Pines Townhomes; and, the protection and maintenance of the residential character of Whispering Pines Townhomes, as established from time to time by the Declarant.

2. Membership and Voting. For purposes of the Whispering Pines Townhome Owner's Association and voting membership entitlements, Whispering Pines is divided initially into fifty-two separate lots (referred to as the "Lots"). The owner of each Townhome Lot as presently or prospectively configured, shall be a member of this Association.

It is understood that Lot 54, Whispering Pines may be subdivided into no more than two (2) lots and the then resulting two (2) lots shall be each considered a Townhome Lot and each respectively entitled to voting membership pursuant to the terms of this Declaration. For purposes of this Declaration, the term "Owner" of a Townhome Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to the Townhome Lot, but excluding however those parties having any interest in any of such Townhome Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a Deed of Trust, or a mortgagee). The purchaser of said Townhome Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Townhome Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Townhome Lot, and may not be separated from ownership of each Townhome Lot.

At the request of the owner or owners of Lot 53, Lot 54 and/or part of Lot 54 (if said lot is split) Whispering Pines, or in the event construction of a dwelling is begun on Lot 54, or part of Lot 54 (if said lot is split) Whispering Pines, then such lot, lots and/or part of lot shall become a member or members of the Association. In such event, the owner(s) of Lots 53, Lot 54 and/or part of Lot 54 shall make such repairs to the structures and landscaping thereon as reasonably determined by the DRB so that the same are consistent with the other residential structures in Whispering Pine and agree to execute appropriate documents in recordable form as requested by the Association to join the Association and become subject to the terms, conditions and provisions of their Declaration and of the Association. Upon such event or events, fifty-three, fifty-four or fifty-five lots shall be entitled to voting membership entitlements.

In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A lot owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant.

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific lot owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an owner of the lot or at such earlier time as shall be specified in the proxy or by operation of law.

The Association shall have two (2) classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant, Ridges Limited Partnership, a Nebraska Limited Partnership, Ridges Corporation, a Nebraska corporation, General Partner. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: Class B Members shall be Ridges Limited Partnership, a Nebraska Limited Partnership, Ridges Corporation, a Nebraska Corporation, General Partner (Ridges), or its assigns which shall be entitled to four (4) votes for each Lot owned. For purposes herein, Ridges shall be considered the owner of a lot notwithstanding the existence of any contract for sale or purchase agreement, with such ownership status continuing in all events until title is transferred by Ridges through the execution, delivery and recordation of a Warranty Deed. A Class B membership shall terminate and be converted into Class A membership (with Ridges voting for each Lot owned by the Declarant) upon the occurrence of the date on which the total votes outstanding in the Class A membership shall equal or exceed the total votes outstanding in the Class B membership.

3. Powers and Responsibilities. The Board of Directors of the Association shall exercise and administer all powers and duties of the Association as such are specified herein. The Association, through its Board of Directors, shall have all powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The maintenance, repair, replacement, and administration of Common Areas and Facilities inclusive of trees and shrubs, lawns, and other exterior landscaping improvements as originally installed by the builder. The Townhome owner is responsible for replacement of all dead landscaping improvements after the one year builder warranty period expires and the Townhome owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Townhome owner of record at the time of replacement and the Townhome owner shall reimburse the Association on demand. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces except that comprising common area or facilities.
- b. The maintenance of an underground watering/irrigation system for all properties within Whispering Pines, whether privately owned or common areas. The operation of the irrigation system shall be the responsibility and liability of the Townhome Owners Association; whereas separate controls shall be located within Whispering Pines. The Association shall have the responsibility to timely and properly maintain the system, such as fall draining/blowout of the system.

- c. To provide for, periodically and uniformly as the Board of Directors shall determine, the:
 - i. Maintenance, repair and replacement of roots;
 - ii. Maintenance, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditioning system. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors;
 - iii. Maintenance, repair and replacement of gutters and downspouts.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

- d. The assessing, levying, collecting, abatement, and enforcement of all construction, maintenance and repair charges, dues, or assessments made pursuant to the terms of this Declaration or the actions/resolutions of the Board of Directors of the Association.
- e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

- g. The acquisition, by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities of the Association.
- j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

4. Imposition of Dues and Assessments. The Association may assess, levy and charge the Owner of each Townhome Lot with construction, maintenance and repair dues and assessments, monthly or special, (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed from time-to-time by the Board of Directors of the Association.

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

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

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

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

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

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Townhome Lots, but dues may be abated as to individual Townhome Lots, as provided in Section 5 above, except Lots 53 and 54 shall be charged two (2) times the assessment charged the other Townhome Lots if said Lots become part of the Association. Provided, however, should any lot or lots be divided and combined differently than as originally platted under Whispering Pines, with a resulting Townhome being constructed on a resulting lot comprised of more than one, originally platted lot, expenditures for painting, roof repairs, or other actions taken directly to the individual Townhome structures shall be shared equally among the exact number of Townhome structure/owners. Other usual and ongoing expenses for ground maintenance, lawn care, tree/shrubbery maintenance, irrigation and like matters shall be shared and assessed against the individual owners based upon ownership of lots premised upon configuration percentages as Whispering Pines was originally platted (i.e. 52 lots) or 53, 54 or 55 lots if Lot 53, Lot 54 or part of Lot 54 become members of the Association.

11. 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 Townhome Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien against a lot as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the highest legally allowable rate, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Townhome Lot or Townhome Lots, and pursue any other

legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Townhome Lot. The mortgagee of any Townhome Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE III

THE RIDGES HOMEOWNERS ASSOCIATION, INC.

MEMBERSHIP, VOTING AND ASSESSMENTS

1. The Ridges, a subdivision in Douglas County, Nebraska, of which Whispering Pines are a part, has nonetheless created a homeowners association known as The Ridges Homeowners Association, Inc. (hereinafter "RHOA"). The provisions providing for the creation of The Ridges Homeowners Association, Inc., a statement of its purpose, powers and responsibility, and its authority to assess, levy and collect dues and assessments from the owners of the property held within The Ridges are as set forth within Article II, Homeowners Association as further contained within The Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges, a Subdivision in Douglas County, Nebraska, as recorded in the Register of Deeds Office, Douglas County, Nebraska, Miscellaneous Book 1940, Pages 536, et seq.

2. That by reason of the express language within the Covenants of The Ridges, it is provided that an owner of each subdivision Lot within The Ridges shall be a member of The Ridges Homeowners Association. By reason of each Townhome Lot, in Whispering Pines, nonetheless being a subdivision lot as described and set forth within those Covenants of The Ridges, each owner of a Townhome Lot shall be a voting member of The Ridges Homeowners Association, Inc.

3. That each owner of a Townhome Lot within Whispering Pines, understands and acknowledges by his/her/its purchase of a Townhome Lot, that The Ridges Homeowners Association shall have the authority to assess, levy and charge the owner of each subdivision lot (expressly including each Townhome Lot), under the various provisions of the Declaration of The Ridges Homeowners Association previously identified as Article II of the Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges, a Subdivision in Douglas

County, Nebraska. Each owner of a Townhome Lot within Whispering Pines acknowledges by purchase of a Townhome Lot, agrees that the assessment and collection of dues or assessments by The Ridges Homeowners Association shall be in addition to, yet separate from, those dues or assessments made and collected by the Association under Article II, immediately hereinabove.

4. That as further identification and clarification of the content, purpose and applicability of those provisions relative to The Ridges Homeowners Association, which hereby shall bind and affect each Townhome Lot within Whispering Pines, and thereby each owner of a Townhome Lot, attached to this Declaration of Covenants, Conditions, Restrictions and Easements of the Whispering Pines Townhomes, within The Ridges, a Subdivision in Douglas County, Nebraska, shall be attached Exhibit "A", which Exhibit "A" is an exact copy of Article II, Homeowners Association, as contained within the document filed of record entitled Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges, a Subdivision in Douglas County, Nebraska.

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

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

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall be that Board created and organized within and pursuant to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THE RIDGES, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, as set forth therein and restated hereunder. The DRB shall consist of not less than five (5) members, who need not be members of the Ridges Homeowners Association nor the Whispering Pines Townhome Owners Association. The Declarant shall have the right to appoint all members of the DRB except one (1), or such lesser number as it may choose, as long as it owns at least one lot in The Ridges. One (1) member not appointed by Declarant shall be appointed by SKS, Inc., owner and operator of the Shadow Ridge Golf Course. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in The Ridges, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Ridges Homeowners Association. All members

of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or other termination of service of any member thereof, shall be filled by Declarant.

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

of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.

- c. Provided there are applications to be considered or applications requested to be reconsidered, the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting, including presence for purposes of determining the existence of a quorum. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.
- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standards and Design Criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures, the topography of each lot and The Ridges in general, and the aesthetic enhancement and benefits provided by the Shadow Ridge Golf Course. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of The Ridges as residential community located within and about a Championship Golf Course, known as Shadow Ridge Golf Course. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The written Design Criteria may be amended from time to time by the DRB. The Design Criteria, and any amendments thereto, shall be provided to any prospective homeowner and lot purchaser. Any written Design Criteria issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants.

Such Design Criteria shall be considered as supplemental to this Declaration of Covenants and as an additional written expression of standards and guidelines to be utilized by the DRB.

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

ARTICLE V

GENERAL RELEASE REGARDING GOLF COURSE PROPERTY

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

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

Each owner, for himself, herself or itself, the members of his or her family, his, her or its guests, or his, her or its invitees, shall be deemed to release and agree never to make a claim, legal nor equitable, against the Declarant, the Developer, the Shadow Ridge Golf Course owners/operators, their successors, heirs, assigns, grantees, or any of their officers, directors, stockholders, employees, agents, principals, partners or contractors for any injury, property damage or other claim legal or equitable (including, but not limited to, diminution in value, interference with peaceful enjoyment, breach of contract, express or implied, invasion of privacy, air/space, line of sight), that may be suffered or incurred, in fact or as alleged, by any of them by reason of the proximity to and the location of Shadow Ridge Golf Course.

Each of them shall be deemed to have waived any and all claims and causes of action that any of them may have against any such released parties for damages, equitable relief or otherwise. This waiver and release expressly includes the release of any right or entitlement to interpose any objection to the issuance of building permits and the actual construction of any Golf Course and/or Facility.

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

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

ARTICLE VI

PROPERTY RIGHTS AND EASEMENTS

1. By agreement with the owner of the Shadow Ridge Golf Course property, there shall be granted an easement for use and enjoyment of that facility commonly known as the Lake situated within Lot 272, such lake being adjacent to 180th Street and situated on the Shadow Ridge Golf Course property, for the limited purposes of open water fishing at specifically authorized and designated areas. Ingress and Egress Easements for these purposes shall be appropriately established and recorded. Any stock of fish in the designated lake shall be the responsibility and liability of The Ridges Homeowners Association. The provision for

an owner's release and waiver of liability set forth hereinabove (Article V) shall expressly apply hereto, including acknowledgement of the risks of serious injury or death through drowning. Rules and regulations relative to Owners' use and enjoyment of this easement shall be adopted and published from time to time by joint statement of the Board of Directors of the Ridges Homeowners Association and Owner of the Shadow Ridge Golf Course property.

2. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in The Ridges, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 29, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

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

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

for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

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

ARTICLE VII

NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

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

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

ARTICLE VIII
EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. Declarant states that there will be constructed, operated and maintained a golf course and a practice facility around and throughout The Ridges community to initially be known as Shadow Ridge Golf Course.
2. Declarant anticipates that the proximity of the Townhome Lots to the Shadow Ridge Golf Course will enhance the desirability and value of the Townhome Lots to purchasers and their successors and assigns. Nevertheless, it shall be legally assumed that purchasers and owners of the Townhome Lots are aware that: (i) golfers will from time to time hit golf balls from the Shadow Ridge Golf Course onto the Townhome Lot(s), common areas, greenbelts, streets and public right-of-way areas; and (ii) normal operation and maintenance of the Shadow Ridge Golf Course will involve operation of mowers and other power equipment during the evening and early morning hours.
3. Declarant hereby declares, grants and establishes easements on the Townhome Lots in favor of the grantees (defined below) for: (i) intrusion of errant golf or tennis shots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. Notwithstanding errant golf or tennis shots, golfers nor tennis players do not, nor have they been granted, any rights of access or trespass to a lot owner's property for purposes of golf or tennis ball retrieval.
4. The easements granted in this Article are for the use and benefit of the owner of the Shadow Ridge Golf Course property, its successors and assigns in ownership of the golf course, and any lessee, licensee, permittee, or invitee of the owner of the Shadow Ridge Golf Course property, (collectively the "Grantees"). Without limitation of the foregoing, the Grantees shall include any person or entity which contracts to operate a golf course or practice facility on the area designated, and any golfer who is duly authorized to play golf on the Shadow Ridge Golf Course.
5. No Grantee shall have any liability, obligation or expense to the owner of an Adjacent Lot in respect to any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto an Adjacent Lot; or (ii) hit in violation of the rules established by an operator of Shadow Ridge Golf Course or practice facility. By accepting title to a Townhome Lot, each owner hereby covenants that it will not sue any Grantee for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future.
6. The owner of Shadow Ridge Golf Course may from time to time change the configuration and layout of the golf course or driving range. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Townhome Lot. Nonetheless, no owner of any Townhome Lot shall have any right to object to, or in any manner

limit changes to the golf course and the easements granted in this Article shall remain fully effective as to all of the Townhome Lots after such changes.

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

ARTICLE IX

GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Townhome Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

4. Invalidity of any covenant or provision herein by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 13 day of August, 1996.

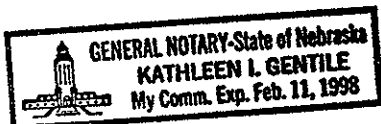
THE RIDGES LIMITED PARTNERSHIP,
a Nebraska Limited Partnership, By
and through Ridges Corporation,
General Partner, the "Declarant",

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

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 13 day of August, 1996, 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, TIMOTHY J. McREYNOLDS did state that he was duly authorized in his capacity as President of Ridges Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of the Ridges, a subdivision in Douglas County, Nebraska; and, did state that 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.

Kathleen I. Gentile
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.