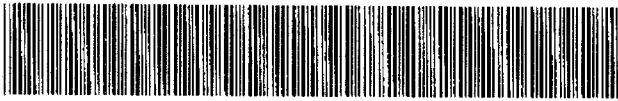




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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF A PART OF RIDGEWOOD, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by DIAL RIDGEWOOD, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

Declarant is the owner of certain real property located within Douglas County, Nebraska, to be developed with single family residence improvements and described as follows:

Lots 1 through 123, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as on "Lot."

Declarant is the owner of certain real property located within Douglas County, Nebraska, to be developed with duplex residential structures, and described as follows:

Lots 124 through 143, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to as the "Duplex Lots" and individually as each "Duplex Lot".

Declarant is the owner of certain real property located within Douglas County, Nebraska, to be developed with senior housing improvements, and described as follows:

Lots 144 through 146, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to as the "Senior Housing Lots" and individually as each "Senior Housing Lot".

Declarant is the owner of real property that is adjacent to the Lots, Duplex Lots and Senior Housing Lots and which is legally described as follows:

Outlots A, B, C, D, and E, Ridgewood, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Outlots" and individually as an "Outlot".

Return to:  
James D. Buser  
Pansing Hogan Ernst & Bachman, LLP  
10250 Regency Circle, Suite 300  
Omaha, Nebraska 68114

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

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots and Outlots 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 Outlots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot and Outlots, or any part thereof, as is more fully described herein. The Lots and Outlots are, and each Lot and Outlot 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 Declarant, or its successors or assigns, for use in connection with a Common Facility, or for a church, school or park, or for other non-profit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, flag pole, or other external improvement, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed landscaping plans, and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends 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 Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Ridgewood subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. By way of illustration, and not of limitation, it is intended that the architecture of the residential structures constructed shall be consistent with the architecture found in the Hillsborough subdivision in Douglas County, Nebraska. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant 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 Declarant.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant 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 (1) detached single-family dwelling which shall conform to the following minimum area requirements:

<u>Design</u>	<u>Minimum Area</u>
One-story ranch type house	1,500 sq. ft. of finished habitable space on the main floor
One and one-half story house	2,200 sq. ft. of finished habitable space
Two-story house	2,200 sq. ft. of finished habitable space

For purposes of this Article I, Section 3, "finished habitable space" shall mean the finished living area measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, garages or carports or basements which are seventy-five percent (75%) or more below finished grade on at least three (3) sides. The maximum height of the dwelling shall be thirty-five (35) feet above the average finished grade. The basement shall not be considered a story if it is seventy-five percent (75%) or more below finished grade on at least three (3) sides. All dwellings shall have attached and enclosed side or front load garages which will accommodate a minimum of two (2) cars.

4. Except as otherwise specifically approved by Declarant, the exposed front and street side foundation walls, and subject to the sole determination of the Declarant such other exposed foundation walls, of all residential structures must be constructed of or faced with brick or simulated brick. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete block, brick or stone. The roof of all Improvements shall be covered with weathered wood asphalt shingles, or other shingle colors and materials approved in writing by Declarant. Hardboard, pressed wood, bonded wood, and like type shingles will not be approved by Declarant for coverage of any roof.

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"; 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. The foregoing restriction in this Article I, Section 5 shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

6. No exterior television or radio antenna or satellite receiving dish of any type shall be permitted on any Lot, provided, however, an antenna or dish that is designed to receive over-the-air programming signals that does not exceed one (1) meter in diameter and that is attached directly to the residence, may be permitted if the location and size of the proposed antenna or dish is approved by Declarant.

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. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Article I, Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Bennington, Nebraska.

9. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup 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 Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

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.

11. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant. No fence may be installed without the prior approval of the Declarant. In all events, installed fences must comply with applicable set back requirements imposed by the City of Bennington. All fences erected on Lots must be constructed of wood, wrought iron, PVC, or other type of material approved by Declarant. No chain link fences shall be allowed. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.

12. No tennis courts shall be allowed on any residential Lots. The location of basketball backboards shall be subject to the approval of Declarant.

13. No swimming pool may extend more than one foot above ground level.

14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

15. Commencing with completion of construction of any Improvement on a Lot, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of four (4) feet and a maximum of seventeen and one-half (17.5) feet from the street curb line, in conformance with the master sidewalk plan. The sidewalk alignment shall be approved by Declarant prior to construction. After approval of the sidewalk alignment, the sidewalk 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 Bennington.

16. Driveway approaches between the sidewalk and curb 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.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by

Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in Ridgewood subdivision, 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. 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 Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat.

20. No temporary structure of any character, and no carport, trailer, modular home, open basement, storage or tool shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside Ridgewood to any Lot without the written approval of Declarant.

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

22. Declarant hereby reserves the right to require Owners to install 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.

23. All Lots must be fully sodded concurrently with or immediately following completion of construction of the residential structure on the Lot, as weather permits.

24. The restrictions in this Article I, Sections 1 through 23, inclusive shall not apply to the Duplex Lots, Senior Housing Lots or Outlots.

## ARTICLE II. BOUNDARY IMPROVEMENTS

1. Declarant may construct boundary fences and/or landscaping features along the west boundary of the Lots 51, 54 through 57, inclusive, and 128 through 130 inclusive, and along the north boundary of Lots 57 through 59, inclusive, 63 through 65 inclusive, 130 and 131 and will place a tree near the front boundary of each Lot abutting a public street (the "Boundary Improvements").

2. Declarant hereby declares that the Lots along which Boundary Improvements are constructed (the "Boundary Lots") are subject to a permanent and exclusive right and easement in favor of Declarant and the Ridgewood Homeowners Association to maintain, repair, renew, paint, reconstruct, install and replace the Boundary Improvements. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, planting, reconstructing, repairing, maintaining, removing, and replacing the Boundary Improvements.

3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (i) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Improvements on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to place the Boundary Improvements on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

ARTICLE III.  
HOMEOWNERS' ASSOCIATION

1. The Association. The Declarant has caused or will cause the incorporation of RIDGEWOOD HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association") for the benefit of the residents of Ridgewood. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the owners and occupants of property in Ridgewood, including:

(a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of "Common Facilities", as hereinafter defined, 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 nondedicated roads, paths, Outlots, trails, ways and green areas (including landscaping); and signs and entrances for Ridgewood. Common Facilities may be situated on an Outlot or any property owned or leased by the Association within the Ridgewood subdivision, on private property subject to an easement in favor of the Association, on public property, or on property dedicated to a Sanitary and Improvement District.

(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 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 Ridgewood; and the protection and maintenance of the character of Ridgewood.

2. Membership and Voting. Ridgewood is divided into one hundred twenty-three (123) separate single family residential lots, twenty (20) duplex lots, three (3) senior housing lots and five (5) outlots. The "Owner" of each Lot, Duplex Lot and Senior Housing Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot, Duplex Lot and Senior Housing Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, Duplex Lot and Senior Housing Lot, but excluding however those parties having any interest in any of such Lot, Duplex Lot and Senior Housing 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 a Lot, Duplex Lot and Senior Housing Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot, Duplex Lot and Senior Housing Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, Duplex Lot and Senior Housing Lot, and may not be separated from ownership of each Lot, Duplex Lot and Senior Housing Lot. The Owner of each Lot, 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. The Owner of each Duplex Lot, whether one or more persons and entities shall be entitled to two (2) votes on each matter properly coming before the Members of the Association, and the Owner of the Senior Housing Lots shall be entitled to fifteen (15) votes as to the Owner of Lot 144, ten (10) as to the Owner of Lot 145 and five (5) votes as to the Owner of Lot 146 on each matter properly coming before Members of the Association. In the event of a replatting or on administrative subdivision of a Duplex Lot into two (2) lots, each subdivided Duplex Lot shall have one (1) vote.

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 within or near Ridgewood owned by the Association on which "Common Facilities" are situated.

(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 for 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 the Association. The Association shall:

(a) Maintain and repair the Boundary Improvements, and the signs which have or may be installed by Declarant at the residential entrances along State Highway 36 and along Bennington Road, all in good repair and neat condition;

(b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers and green areas constructed on the Outlots, so that such are in good repair and neat condition; and;

(c) To comply with the responsibilities of the Association contemplated by the Subdivision Agreement with the City of Bennington, as amended from time to time.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot, Duplex Lot and Senior Housing Lot 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.

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, Duplex Lot and Senior Housing Lot, and shall abate all dues and assessments due in respect of any Lot, Duplex Lot and Senior Housing Lot during the period such Lot, Duplex Lot and Senior Housing Lot is owned by the Declarant. Lots, Duplex Lots and Senior Housing Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

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 Owner of each Lot, Duplex Lot and Senior Housing Lot 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, Duplex Lot and Senior Housing 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 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, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

(a) One Hundred Twenty Five and no/100 Dollars (\$125.00) per Lot, with Duplex Lots and Senior Housing Lots at the multiples set forth in Section 12 below.

(b) In each calendar year beginning on January 1, 2007, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

10. Assessments for 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, and including required construction of a pedestrian/bike trail pursuant to the Subdivision Agreement with the City of Bennington. The aggregate assessments in each calendar year shall be limited in amount to Three Hundred and no/100 Dollars (\$300.00) per Lot, with Duplex Lots and Senior Housing Lots at the multiples set forth in Section 12 below.

11. Excess Dues and Assessments. With the approval of sixty percent (60%) 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. Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, with Duplex Lots to be assessed at a rate of two times (2X) the rate as the Lots and as to the Senior Housing Lots, fifteen times (15X) as to Lot 144, ten times (10X) as to Lot 145 and five times (5X) as to Lot 146, but dues may and shall be abated as to individual Lots, Duplex Lots and Senior Housing Lots, as provided in Section 6, above. In the event of a replatting or administrative subdivision of a Duplex Lot into two (2) lots, each subdivided Duplex Lot shall be assessed at the same rate as Lots.



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, Duplex Lot and Senior Housing 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 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 assessment 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, Duplex Lot and Senior Housing Lot, 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, 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 Area or abandonment of his Lot, Duplex Lot and Senior Housing Lot. The mortgagee of any Lot, Duplex Lot and Senior Housing 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, Duplex Lot and Senior Housing Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV.  
GENERAL PROVISIONS

1. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot, Duplex Lot and Senior Housing Lot 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 Declarant 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by DIAL RIDGEWOOD L.L.C., a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by DIAL RIDGEWOOD L.L.C., a Nebraska limited liability company, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the voting interests of the Lots, Duplex Lots and Senior Housing Lots.

3. Waiver, Modification, etc. By written consent of the Declarant for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots, Duplex Lots and Senior Housing Lots may be waived, modified, or amended for any Lots, Duplex Lots and Senior Housing Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Ridgewood subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant Status. DIAL RIDGEWOOD L.L.C., a Nebraska limited liability company, 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.

5. Subdivision of Duplex Lots. It is anticipated that each of the Duplex Lots will be subdivided, administratively or otherwise, into two (2) lots prior to the construction of a duplex improvement. The Owner of the Duplex Lot shall not be required to secure the approval of the Declarant, Association, or the owner of any of the properties restricted by this Declaration, provided, however, that in the event and concurrently with the subdivision of such Duplex Lot, the two (2) Member votes allocated to each of the Duplex Lots in Article III, Section 2 of this Declaration shall be split so that the owners of each of the subdivided lots shall be a Member of the Association and entitled to one (1) vote as a Member of the Association. Further, concurrently with such subdivision, the rate of assessment of each of the subdivided Duplex Lots shall be at the same rate as each of the Lots as provided in Article III, Section 2 of this Declaration.

6. Severability. Invalidation of any covenant 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 5 day of March, 2007.

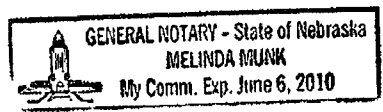
DIAL RIDGEWOOD L.L.C., a Nebraska limited liability company

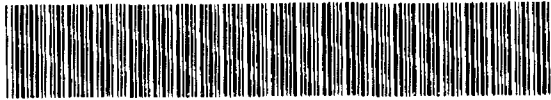
By: [Signature]  
Title: Managing Member

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 5 day of March, 2007, Patrick G. Day, Managing Member of DIAL RIDGEWOOD L.L.C., a Nebraska limited liability company, on behalf of the company.

[Signature]  
Notary Public





MISC 2008022052



MAR 06 2008 15:07 P 3

*misc* *0J-32962*  
FEE *88.00* FB/T-*32901*

*3* BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
*146* DEL *to* SCAN \_\_\_\_\_ FV \_\_\_\_\_  
*E*

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
3/6/2008 15:07:36.31



2008022052

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF A PART OF  
RIDGEWOOD, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

This First Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of a part of Ridgewood, a Subdivision in Douglas County, Nebraska, dated March 5, 2007, and recorded with the Douglas County Register of Deeds on March 7, 2007, as Instrument No. 2007025645, Miscellaneous Records (the "Declaration"), by Dial Ridgewood L.L.C., a Nebraska limited liability (the "Declarant").

**Preliminary Statement**

The Declaration was made by the Declarant in connection with the development of real estate legally described as follows:

Lots 1 through 123, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (referred to collectively as the "Lots" and individually as each "Lot");

and

Lots 124 through 143, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Duplex Lots");

and

Lots 1, 2 and 3, Ridgewood Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Senior House Lots");

Return to:  
James D. Buser  
Pansing Hogan Ernst & Bachman, LLP  
10250 Regency Circle, Suite 300  
Omaha, Nebraska 68114

*✓ 104437 + casa*



The foregoing instrument was acknowledged before me this 3 day of <sup>March</sup> ~~February~~, 2008, by Patrick G. Day, Managing Member of Dial Ridgewood L.L.C., a Nebraska limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public *Jessie Johnson*

**JESSICA JOHNSON  
General Notary  
State of Nebraska  
My Commission Expires Nov 22, 2010**



MISC 2008116189



DEC 08 2008 11:29 P 2

Misc  
 2  
 151  
 B

FEE 85.00	FB See below
BKP _____	C/G _____ COMP <i>BW</i>
DEL _____	SCAN _____ FV _____

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/8/2008 11:29:38.05



SECOND AMENDMENT TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 OF A PART OF  
 RIDGEWOOD, A SUBDIVISION  
 IN DOUGLAS COUNTY, NEBRASKA

This Second Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of a part of Ridgewood, a Subdivision in Douglas County, Nebraska, dated March 5, 2007, and recorded with the Douglas County Register of Deeds on March 7, 2007, as Instrument No. 2007025645, Miscellaneous Records, as amended and modified by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska dated March 3, 2008, and recorded with the Douglas County Register of Deeds on March 6, 2008, as Instrument No. 2008022052 (as amended the "Declaration"), by Dial Ridgewood L.L.C., a Nebraska limited liability (the "Declarant").

Preliminary Statement

The Declaration was made by the Declarant in connection with the development of real estate legally described as follows:

Lots 1 through 123, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (referred to collectively as the "Lots" and individually as each "Lot"); *05-32962*

and

Lots 124 through 143, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Duplex Lots"); *05-32962*

and

Lots 1, 2 and 3, Ridgewood Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Senior House Lots"); *05-32981*

and

Outlots A, B, C, D and E inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Outlots") *05-32962*

Declarant has considered amendment of the Declaration for purposes of amending part of Article I, Section 3. Article V, Section 2, allows the Declaration to amend the Declaration in any manner which it may

Return to:  
 James D. Buser  
 Pansing Hogan Ernst & Bachman, LLP  
 10250 Regency Circle, Suite 300  
 Omaha, NE 68114

✓  
 007884

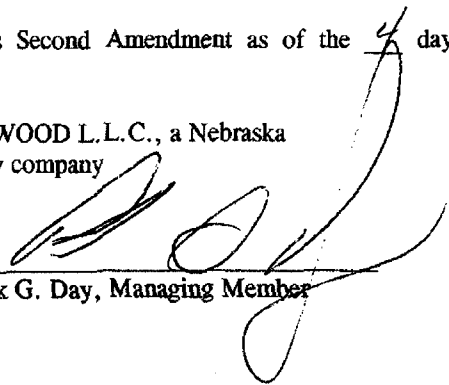
determine in its full and absolute discretion for a period of five (5) years from the date of the Declaration. Declarant has investigated the impact which the proposed amendment of the Declaration would have on the Lots, Duplex Lots, Senior Housing Lots and Outlots and has concluded that the amendment would further the preservation of Ridgewood, would further the maintenance of the character and residential integrity of Ridgewood, and would further the benefits and protection afforded to the Lots, Duplex Lots, Senior Housing Lots and Outlots by the Declaration.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article V, Section 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. The Minimum Area of 1,500 square feet for a one-story ranch type house as specified in Article I, Section 3, is hereby changed to 1,200 square feet.
2. Except as amended and modified herein the Declaration shall remain in full force and effect according to its terms.

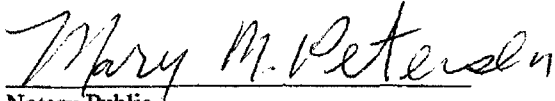
IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the 4 day of December, 2008.


DIAL RIDGEWOOD L.L.C., a Nebraska  
limited liability company

By:   
Patrick G. Day, Managing Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4 day of December, 2008, by Patrick G. Day, Managing Member of Dial Ridgewood L.L.C., a Nebraska limited liability company, on behalf of the company.

  
Notary Public

 MARY M. PETERSEN  
MY COMMISSION EXPIRES  
March 15, 2011



MISC 2012057304



JUN 13 2012 15:08 P 3

S. 3/

mlac  
 FEE 90.50 FB See attached  
 ISI P \_\_\_\_\_ C/O \_\_\_\_\_ COMP CC  
 DEL ML SCAN \_\_\_\_\_ FV A

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 6/13/2012 15:08:15.12



2012057304

AFTER FILING, PLEASE RETURN TO:  
 Ronald L. Comes  
 McGRATH, NORTH, MULLIN & KRATZ, P.C.  
 First National Tower, Suite 3700  
 1601 Dodge Street  
 Omaha, Nebraska 68102

THIRD AMENDMENT TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 AS A PART OF  
 RIDGEWOOD, A SUBDIVISION  
 IN DOUGLAS COUNTY, NEBRASKA

This Third Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of a part of Ridgewood, a Subdivision in Douglas County, Nebraska, dated March 5, 2007 and recorded with the Douglas County Register of Deeds on March 7, 2007, as Instrument No. 2007025645, Miscellaneous Records, as amended and modified by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska dated March 3, 2008, and recorded with the Douglas County Register of Deeds on March 6, 2008, as Instrument No. 2008022052 and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska dated December 4, 2008, and recorded with the Douglas County Register of Deeds on December 8, 2008, as Instrument No. 2008116189 (as amended the "Declaration"), by Ridgewood Holdings, L.L.C., a Nebraska limited liability (the "Successor Declarant" and hereafter the "Declarant").

Preliminary Statement

The Declaration was made by Dial Ridgewood, L.L.C., a Nebraska limited liability company (the "Original Declarant") in connection with the development of real estate legally described as follows:

Lots 1 through 123, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (referred to collectively as the "Lots" and individually as each "Lot");

OJ-32962

and

✓ 1053480



138 (RC)  
Lots 124 through ~~143~~, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Duplex Lots");

and 140 through 143 (RC) Ridgewood OJ-32962  
and Lot 139 NKA. Lots 1 and 2

Lots 1, 2 and 3, Ridgewood Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Senior Housing Lots");

Ridgewood  
Replat 3  
1  
OJ-32963

OJ-32981

and

Outlots A, B, C, D and E inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Outlots").

OJ-32962

Successor Declarant has succeeded to the interest of the Original Declarant in the following:

Lots 1-4, 6-24, 27-67, 69, 71, 73, 74, 76-81, 83-88, 90-100, 102-104, 108-118, 120-138, 140-143, in Ridgewood, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, AND Lots 2 and 3, Ridgewood Replat 1, a replat of Lots 144 and 146, Ridgewood, located in the Southeast  $\frac{1}{4}$  of Section 11, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska.

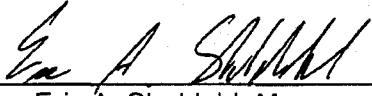
Successor Declarant is the owner of not less than sixty percent (60%) of the voting interests of the Lots, Duplex Lots, Senior Housing Lots and Outlots for purposes of amending the Declaration pursuant to Article IV, Section 2 thereof.

NOW, THEREFORE, pursuant to the authority granted in Article IV, Section 2 of the Declaration, Successor Declarant hereby amends and supplements the Declaration as follows:

1. Ridgewood Holdings, L.L.C. is hereby substituted for Dial Ridgewood, L.L.C., and shall hereafter be referred to as "Declarant" under the Declaration.
2. Except as amended and modified herein the Declaration shall remain in full force and effect according to its terms.

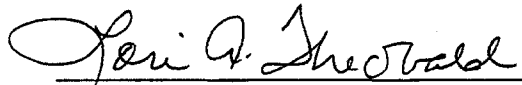
IN WITNESS WHEREOF, Successor Declarant has executed this Third Amendment as of the 6 day of June, 2012.

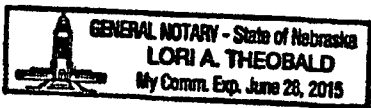
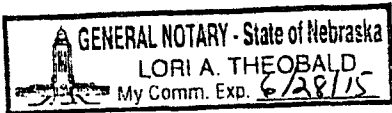
RIDGEWOOD HOLDINGS, L.L.C., a  
Nebraska limited liability company

By:   
Eric A. Sheldahl, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2012, by Eric A. Sheldahl, Manager of Ridgewood Holdings, L.L.C., a Nebraska limited liability company, on behalf of the company.

  
Notary Public





MISC 2012078881



AUG 10 2012 11:45 P 3

MISC.  
 F 3 FEE 91.00 TB See below att.  
 152 RISE 05-32962.  
 COMP 26  
 DUEL SCAN SV

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/10/2012 11:45:53.92



2012078881

AFTER FILING, PLEASE RETURN TO:  
 Ronald L. Comes  
 McGRATH, NORTH, MULLIN & KRATZ, P.C.  
 First National Tower, Suite 3700  
 1601 Dodge Street  
 Omaha, Nebraska 68102

FOURTH AMENDMENT TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 OF A PART OF  
 RIDGEWOOD, A SUBDIVISION  
 IN DOUGLAS COUNTY, NEBRASKA

This Fourth Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of a part of Ridgewood, a Subdivision in Douglas County, Nebraska, dated March 5, 2007 and recorded with the Douglas County Register of Deeds on March 7, 2007, as Instrument No. 2007025645, Miscellaneous Records, as amended and modified by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska, dated March 3, 2008, and recorded with the Douglas County Register of Deeds on March 6, 2008, as Instrument No. 2008022052, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska, dated December 4, 2008, and recorded with the Douglas County Register of Deeds on December 8, 2008, as Instrument No. 2008116189 and the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Ridgewood, a subdivision in Douglas County, Nebraska, dated June 6, 2012, and recorded with the Douglas County Register of Deeds on June 13, 2012, as Instrument No. 2012057304 (as amended the "Declaration"), by Ridgewood Holdings, L.L.C., a Nebraska limited liability (the "Successor Declarant" and hereafter the "Declarant").

Preliminary Statement

The Declaration was initially made by Dial Ridgewood, L.L.C., a Nebraska limited liability company (the "Original Declarant") in connection with the development of real estate legally described as follows:

Lots 1 through 123, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (referred to collectively as the "Lots" and individually as each "Lot");

05-  
 32962

✓ 1054423

and

Lots 124 through 138, inclusive, and Lots 140 through 143, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and Lot 139, now known as Lots 1 and 2, Ridgewood Replat 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Duplex Lots");

05-32962

- 05-32983

and

Lots 1, 2 and 3, Ridgewood Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Senior Housing Lots");

05-32981

and

Outlots A, B, C, D and E, inclusive, in Ridgewood, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (collectively the "Outlots").

05-32962

Successor Declarant has succeeded to the interest of the Original Declarant in the following:

Lots 1-4, 6-24, 27-67, 69, 71, 73, 74, 76-81, 83-88, 90-100, 102-104, 108-118, 120-138, 140-143, in Ridgewood, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, AND Lots 2 and 3, Ridgewood Replat 1, a replat of Lots 144 and 146, Ridgewood, located in the Southeast  $\frac{1}{4}$  of Section 11, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska.

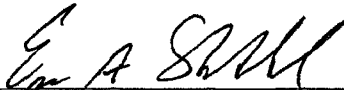
Successor Declarant is the owner of not less than sixty percent (60%) of the voting interests of the Lots, Duplex Lots, Senior Housing Lots and Outlots for purposes of amending the Declaration pursuant to Article IV, Section 2 thereof.

NOW, THEREFORE, pursuant to the authority granted in Article IV, Section 2 of the Declaration, Successor Declarant hereby amends and supplements the Declaration as follows:

1. The Minimum Area of 1,200 square feet for a one-story ranch type house as specified in Article I, Section 3, is hereby changed to 1,500 square feet.
2. Except as amended and modified herein the Declaration shall remain in full force and effect according to its terms.


IN WITNESS WHEREOF, Successor Declarant has executed this Fourth Amendment as of the 6<sup>th</sup> day of August, 2012.

RIDGEWOOD HOLDINGS, L.L.C., a  
Nebraska limited liability company

By:   
Eric A. Sheldahl, Manager

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2012, by Eric A. Sheldahl, Manager of Ridgewood Holdings, L.L.C., a Nebraska limited liability company, on behalf of the company.

  
Notary Public

