

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ROGERS RIDGE,  
LOTS 36 THROUGH 45, INCLUSIVE

THIS DECLARATION made on the date hereinafter set forth, by Recic Homes, Inc., a Nebraska corporation, hereinafter referred to as "Developer".

WHEREAS, the Developer is the owner of the following described real property ("Lots"):

Lots Thirty-Six (36) through Forty-Five (45) both inclusive, in Rogers Ridge, a subdivision in Douglas County, Nebraska

and,

WHEREAS, the Developer will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges, as hereinafter set forth.

NOW THEREFORE, the Developer hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said lots. The easements, covenants, restrictions, and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right, title, or interest in the above-described real property, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I  
RESTRICTIONS FOR SINGLE FAMILY DWELLINGS

A. Said Lots shall be used only for single-family residential purposes except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No dwelling structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, with attached private garage, and one separate storage building located at the rear of the lot and having dimensions of no larger than 10 feet by 10 feet. No dog runs shall be constructed or allowed.

B. No dwelling shall be erected or placed on any building plot which has an area of less than is required by applicable zoning ordinances, nor upon any building plot which is smaller in area than the area of any lot as originally platted, a part of which comprises any part of said building plot; said zoning ordinances will also control the minimum front, side and rear yards.

C. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial, including, but not limited to satellite dishes and citizens band radio antennae, shall be erected on any lot. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any lot. No outside above-ground trash or

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garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. No fences in back of or to the side of the main residential structure shall be higher than four feet. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All lots shall be kept free of all trash and debris.

D. No trailer, basement, tent, shack, garage, or other outbuilding erected on said Lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to plans approved by the undersigned developer.

E. No boats, trailers of any kind, or campers of any kind shall be parked or stored in front of, or in back of, or to the side of the main dwelling except that during the months of May through September they may be parked on the driveway only. No motor vehicles may be parked or stored outdoors on any lot, except vehicles driven on a daily basis by the occupants of the dwelling located on such lot.

F. The exposed foundation walls which front on any street of all main residential structures must be constructed of or faced with natural or simulated brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. At least fifty per cent (50%) of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of those elevations of the main dwelling which face upon a street must be constructed of or faced with natural brick or stone.

G. No split-entry or step-up dwellings shall be allowed on any Lot.

H. The ground floor finished and enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) For one-story dwellings: 1700 square feet.
- 2) For a 1-1/2 story dwelling: 1600 square feet.
- 3) For a two-story dwelling: 1200 square feet, provided that such dwelling has a minimum of 1200 square feet of finished and enclosed living area in the second story.

For purposes of computing "ground floor" area in connection with the foregoing requirements, the following additional definitions shall apply:

- 1) For a one-story dwelling, "ground floor" area shall mean and include only finished and enclosed living areas located aboveground level, but excluding from such computation any such area which is located below any other finished area, e.g., walk-out basement would be excluded from computation.
- 2) For a 1-1/2-story or 2-story dwelling "ground floor" area shall mean and include the first floor of such dwellings located above ground level.

I. For each single-family dwelling there must also be erected and attached a private garage for not less than two (2) cars, nor more than four (4) cars (each car stall to be a minimum size of 11 feet by 22 feet).

J. The parts of all pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than 5 feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues shall be located on the rear side of the ridge of the roof of the dwelling.

K. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and, provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the Owner.

L. No incinerator or trashburner shall be permitted on any lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision, except after 10:00 p.m. the day before the scheduled garbage pickup, provided said garbage or trash can or container is removed from view as herein provided by 6:00 p.m. the day of the garbage pickup. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use.

M. All exterior air conditioning condenser and/or heat pump units shall (1) be placed in the rear or side yard of a dwelling and (2) said units shall not be placed within 12 feet of either side or the rear lot lines of the lot upon which the dwelling is situated; provided, however, that the Architectural Control Committee may grant a waiver as to either or both of the preceding requirements when it determines, in its sole and absolute discretion, that a waiver thereof will not result in the noise, heat and odors that emanate from said units unreasonably interfering with the adjoining lot owner's use and enjoyment of his, her or their lot.

N. No structure or other external improvement, above or below the surface of the ground, shall be built, erected, placed, altered or otherwise be maintained on any lot and no activity shall be carried on any lot which will, in any manner, violate any statute, ordinance, rule or regulation of any governmental authority having jurisdiction over the properties.

O. At time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of one and one-half (1½) inches; said tree to be located in the front yard at least 10 feet from the front lot line.

P. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water-conserving tower or device of a design approved in writing by Skyline Water Co., a Nebraska corporation.

Q. Each lot shall have a decorative post type electric light in front of the residence. The post light shall be compatible with all other similar lights on the Lots covered by these Covenants and shall be located approximately 25 feet from the street, adjacent to the driveway or the side of the driveway located closest to the true center of the lot.

ARTICLE II

ROGERS RIDGE, LOTS 36 THROUGH 45, HOMEOWNERS ASSOCIATION

A. The Developer, every subsequent owner, and every contract purchaser of any of Lots 36 through 45, Rogers Ridge, shall be a member of the Rogers Ridge, Lots 36 through 45, Homeowners Association ("Association"). Membership shall be appurtenant to, and may not be separated from, ownership of a lot.

B. The Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety and other non-profitable interests by acquiring, maintaining, operating, contributing, to the acquisition, maintenance or operation of, or otherwise making available for use, any one or more area entrances or entry structures, parks, swimming pools, tennis courts, and other recreational equipment, facilities, roads, grounds or structures, by providing weed and other actual or potential nuisance abatement or control, security services, other community services, by exercising architectural control and securing compliance with, or enforcement of, applicable covenants, easements, restrictions and similar limitations, by fixing and collecting or abating dues, assessments or other charges for financing its operations, by delegating by contract or otherwise to any other Nebraska non-profit corporation general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual non-profitable interests of its members for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as from time to time amended.

C. The manner in which dues, assessments or other charges levied against each lot by the Association shall be collected and enforced, shall be set out in the Association's Articles of Incorporation or its By-Laws, as from time to time amended.

D. The dues, assessments or other charges provided for herein as to each lot shall be a lien on such lot, provided that such lien shall at all times be subordinate to the lien of any first mortgage or deed of trust. Further, the dues, assessments or other charges provided for herein shall be, and at all times remain, subordinate to the lien of any mortgage or deed of trust given to or for the benefit of Developer. The sale or transfer of any lot shall not affect the lien for dues, assessments or other charges; however, the sale or transfer of any lot pursuant to a mortgage foreclosure, trustee's sale or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any dues, assessments or other charges thereafter becoming due or from any lien thereof.

ARTICLE III

PLAN APPROVAL AND ARCHITECTURAL CONTROL

A. Prior to any construction (including, but not limited to, construction or alteration of a single family dwelling, fence, wall, driveway, patio, patio enclosure, gazebo, deck, rock garden, swimming pool, solar collecting panels or equipment, heating and/or air conditioning equipment, wind-generated power equipment, storage building, or other external structures or improvements, above or below the surface of the ground) or grading on any lot, the owner must first submit construction and/or grading plans to the undersigned developer and secure his written approval thereof as to the exterior design, materials, grading and placement of

structures on the lot. Within thirty (30) days after receipt of said plans, the undersigned developer shall either notify the owner in writing of his approval of plans or of disapproval with reasons therefor, but if the undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved. The preceding provisions of this paragraph only shall be binding for a period of five (5) years from and after the date hereof. At the expiration of such 5-year period, approval of plans, structures, and other improvements, of whatsoever type, to be constructed on said lots, shall be given by the Association, pursuant to Subparagraph B, hereinafter. In no event shall the undersigned, by virtue of said approval, if given, incur any responsibility or liability to anyone whomsoever for the inadequacy, if any, of said grading and construction plans, or for any defects in the construction work based thereon; nor does the undersigned by reason of such approval, assume any responsibility to supervise the performance of the grading and/or construction work in order to insure compliance with said plans and specifications.

B. After the expiration of the 5-year period referred to in Subparagraph A, hereinabove, no dwelling, fence, other than fences constructed by Developer, wall, driveway, patio, patio enclosure, gazebo, deck, rock garden, swimming pool, solar collecting panels or equipment, heating and/or air conditioning equipment, wind-generated power equipment, or other external structures or improvements, above or below the surface of the ground, shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced, without the express written approval of the Association through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

C. The Association, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, and size and suitability for residential purposes as a part of its review procedure. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Superficial, cosmetic, or minor architectural detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the improvements referred to above in Paragraph B of this Article III which it determines, in its sole and absolute discretion, will not conform to the general character, plan and outline for the development of the Lots.

### ARTICLE III EASEMENTS

A. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, Skyline Water Co., Peoples Natural Gas Co., and any company which has been granted a franchise to provide a cable television system to the lots, 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 and telegraph and message service over, under, through and upon an 8-foot-wide strip of land adjoining the rear lines and a 5-foot-wide strip adjoining the side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot line easement is granted upon the specific condition that if all

of said utility companies fail to construct such facilities along any of said side lot lines within thirty-six (36) 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 side lot line 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 said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

ARTICLE IV  
GENERAL AND MISCELLANEOUS PROVISIONS

A. The Developer, the Association, or any owner or contract purchaser of a lot shall have the right to enforce by a proceeding at law, or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Developer, the Association or by any owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty-five (25) years from the date that this Declaration is recorded, and shall be automatically renewed and extended for successive periods of ten years each, unless and until the owners then of a majority of said lots execute and record an instrument terminating these covenants. This Declaration may be amended by the Developer, or any person, firm, corporation, partnership or entity designated in writing by the Developer, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date this Declaration is recorded. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

C. Invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, have caused these presents to be duly executed this 16th day of April, 1991.

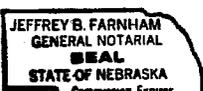
RECIC HOMES, INC., a Nebraska corporation, Developer

By: Wayne P. Recic  
President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On the day and year last-above written, before me, the undersigned a Notary Public in and for said County, personally came Wayne P. Recic, President of Recic Homes, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.



Jeffrey B. Farnham  
Notary Public

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ROGERS RIDGE, LOTS  
36 THROUGH 45, INCLUSIVE

THIS AMENDMENT made on the date hereinafter set forth, by Recic Homes, Inc., a Nebraska Corporation, hereinafter referred to as "Developer".

WHEREAS, the Developer is the owner of the following described real property ("Lots"):

Lots Thirty-Six (36) through Forty-Five (45) both inclusive, in Rogers Ridge, a subdivision in Douglas County, Nebraska

and,

WHEREAS, on May 7, 1991, Developer filed the "Declaration of Covenants, Conditions and Restrictions for Rogers Ridge, Lots 36 through 45, Inclusive" ("Declaration") at Book 962, Page 374 of the miscellaneous records of the Register of Deeds of Douglas County, Nebraska, and

WHEREAS, Article IV, subparagraph B, of the Declaration provides that the Developer may amend the Declaration for a period of five years from and after May 7, 1991.

THEREFORE, the Developer hereby amends the Declaration as follows:

I.

Subparagraph H of Article I shall be deleted and the following substituted therefore:

H. The ground floor finished and enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) For one-story dwellings: 1700 square feet, provided that if a one-story dwelling has an attached three car garage and the length of the garage entrance is at least 33 feet, and is located on the side of the dwelling which fronts the street, then the minimum square footage shall be sixteen hundred square feet.
- 2) For a 1-1/2 story dwelling: 1600 square feet.
- 3) For a two-story dwelling: 1200 square feet, provided that such dwelling has a minimum of 1200 square feet of finished and enclosed living area in the second story.

For purposes of computing "ground floor" area in connection with the foregoing requirements, the following additional definitions shall apply:

- 1) For a one-story dwelling, "ground floor" area shall mean and include only finished and enclosed living areas located aboveground level, but excluding from such computation any such area which is located below any other finished area, e.g., walk-out basement would be excluded from computation.
- 2) For a 1-1/2-story or 2-story dwelling "ground floor" area shall mean and include the first floor of such dwellings located above ground level.

II.

The remainder of the Declaration, not hereinabove amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, and being the Developer under the original Declaration, has caused this Amendment to be duly executed this 12<sup>th</sup> day of December, 1991.

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RECIC HOMES, INC., A Nebraska Corporation, Developer

BY: Wayne P. Recic  
President

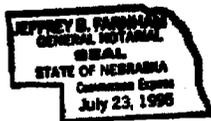
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STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 12<sup>th</sup> day of December, 1991, before me, the undersigned a Notary Public in and for said County, personally came Wayne P. Recic, President of Recic Homes, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Amendment to Declaration of Covenants, Conditions and Restrictions for Rogers Ridge, Lots 36 through 45, Inclusive and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County on the day and year last-above written.

True 260877



Jeffrey B. Forbom  
Notary Public