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**DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
 RIDGEMOOR**

THIS DECLARATION, made on the date hereinafter set forth, is made by STONE CREEK PLAZA, LLC a Nebraska Limited Liability Company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots 1 thru 183, inclusive; and, Outlot "A", Ridgemoor, as surveyed, platted and recorded in Douglas County, Nebraska;

Such lots are herein referred to collectively as the "Lots" or Ridgemoor and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Ridgemoor, for the maintenance of the character and residential integrity of Ridgemoor, and for the acquisition, construction and maintenance of Common Area and Common Area Improvements for the use and enjoyment of the residents of Ridgemoor (hereinafter the "subdivision").

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots now and hereafter encumbered by this Declaration shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as more fully described herein. The Lots, and each Lot are and

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 Area, or as a church, school, park, or for other nonprofit use.

2. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height, as measured from the highest adjacent public sidewalk grade elevation. The main body of the dwelling shall be painted in earth tone colors. The Declarant reserves the right to appoint an architectural review committee to review and approve or disapprove of any and all plans for improvements in the subject subdivision to ensure compatibility and maintenance of the residential integrity.

3. 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" or "For Rent." No business activities of any kind whatsoever, except those home occupation businesses allowed by virtue of city ordinance, shall be conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, this Paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots or any other property owned by the Declarant, its agents or assigns.

4. No exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot, except, those 18" or less in diameter or diagonal measurement, which shall be screened from public view. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

5. 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 (other than in an enclosed structure); nor shall vehicles or parts of vehicles, unlicensed or otherwise offensive to the neighborhood, be visibly stored, parked or abandoned on any Lot. Any and all cars parked within

actual building operations, and then only in as neat and inconspicuous a manner as possible.

6. 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 seven (7) 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 or their guests. 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 section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the Governing Jurisdiction.

7. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, 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 clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

8. No fence shall be permitted to extend beyond the front line of a main residential structure. No chain link fencing shall be permitted on any lot. No hedges or mass planted shrubs shall be permitted more than the (10) feet in front of the front building line. If a perimeter fence is constructed by the developer anywhere along the outer boundary of the Ridgemoor Subdivision the Homeowners Association shall maintain such fence as identified in Art III, 3 below. Any other fence installed anywhere else in the Subdivision by an owner or otherwise, shall be in compliance with this Declaration and shall be maintained by the owner of any such lot on which such fence is located, or their successors in interest, at their sole expense. Maintenance shall include keeping such fence in good order, including the removal of graffiti and the prevention of posting of signs, banners or any other thing on said fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

9. No swimming pool shall be permitted which extends more than one (1) foot above ground level. However, a swimming pool may extend more than

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

11. A public sidewalk shall be constructed of Portland concrete four (4) feet wide by three and one-half (3 1/2") inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the builder/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 Governing Jurisdiction. It is understood, however, that from time to time because of weather or material shortages occupancy may be allowed prior to sidewalk construction, but only after an escrow has been established to assure such construction when weather and material availability permits.

12. 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.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

14. 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. Dog houses shall only be allowed at the rear of the residence, screened from public view. No outdoor enclosures for domestic animals (dog runs or kennels) of any kind shall be allowed on any Lot, including similar areas for pot-bellied pigs.

15. 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, including grass clippings, and no vegetation on vacant Lots shall be allowed to reach a height in excess of that allowed by ordinance and regulations of the Governing Jurisdiction.

16. Notwithstanding any provision in this Declaration, Declarant, its

17. No structure, carport, detached garage, trailer, basement or tent shall be erected or used on any Lot at any time. Only sheds which do not exceed ten (10') feet wide, twelve (12') feet deep, and eight (8') feet high may be erected on a Lot, so long as materials and colors are similar to those utilized for the construction of the single family residence of that same Lot.

18. No structure or dwelling shall be moved from outside the subdivision to any Lot without the written approval of Declarant. No structure of a temporary character may be used as a dwelling at any time.

19. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

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

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

22. All Lots are subject to the Zoning Ordinance and/or Regulations of the appropriate governing authority, including but not limited to lot use, lot area, front, side and rear yard requirements. If such authority shall amend its ordinances and/or regulations to permit a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits; then, such actions shall control over the requirements of these covenants.

ARTICLE II. HOMEOWNERS' ASSOCIATION

1. Definitions.

(a) "Association" shall mean and refer to the Ridgemoor Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

(b) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, but excluding those having such interest merely as a security for the performance of an obligation or as an encumbrance upon the interest of the

(c) "Properties" shall mean and refer to: Lots 1 thru 183, inclusive; and, Outlot "A", Ridgemoor, surveyed, platted and recorded in Douglas County, Nebraska.

(d) "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties, 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 Area, or as a church, school, park, or for other nonprofit use.

(e) "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors and assigns under a specific assignment of Declarant Rights, unless and until revoked.

(f) "Common Area" shall mean and refer to any land owned by the Association or controlled by an easement in favor of the Association or required as a contractual obligation of the Declarant or the Association, such as Common Area Improvements located within public rights-of-ways; and, Outlot "A", Ridgemoor.

(g) "Common Area Improvements" shall mean and refer only to signs, landscaping, lighting, walking trails, playground equipment, benches, sprinkler systems, common area fencing, and subdivision perimeter fencing as identified in Art III, 3 below, which may be located from time to time on the Common Area, including those improvements within public rights-of-way.

(h) "Common Area Expenses" means expenditures made on an annual basis by or financial liabilities of the Association, together with any allocations to reserves.

2. General Information. The Association shall be required to maintain the Common Area and the Common Area Improvements in good condition and repair and shall exercise those powers, duties and responsibilities as more particularly set forth in this Declaration, the Articles of Incorporation and the By-Laws of the Association. The fiscal year of the Association shall be the calendar year. The Office of the Association shall be located at such location as the Board of Directors shall designate from time to time.

(a) Additional residential property may be annexed to the Properties by the Declarant or with the consent of two-thirds (2/3) of the votes entitled to be cast. All Lot Owners, by virtue of their ownership of a Lot, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to

(b) The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant and thereafter be elected as provided for in the By-Laws.

3. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Upon the sale of any Lot, the current years' assessment shall be prorated between the parties.

4. Membership. The membership of the Association shall consist of all Owners of the designated Lots within Ridgemoor. Membership in the Association shall be mandatory and no Owner during his ownership of a Lot shall have the right to relinquish or terminate his membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

5. Succession. The membership of each owner shall terminate when they cease to be an Owner of a Lot, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

6. Voting. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

Class A: Class A Members shall be the Owners of all Lots other than Lots owned by Declarant or Lots that are subject to a mortgage or deed of trust in favor of Declarant. 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 the Owners of all Lots owned by

owned. Each Class B Member shall be entitled to one vote for each Lot owned upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2018

Except for the Declarant, no Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown in the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. As set forth in section 3, above, the Declarant, for each lot owned, shall not become obligated to pay any annual assessments for said Lot unless and until the closing of said Lot occurs, at which time Declarant shall pay its pro rata share of said assessments.

7. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray annual Common Area Expenses and administrative expenses of the Association.

8. Assessments.

(a) All Owners shall be obligated to pay the assessments imposed by the Board of Directors of the Association to meet the Common Area Expenses of the Association. The Common Area Expenses of the Association shall be equally assessed among all of the Lot Owners. Annual Assessments for the estimated Common Area Expenses of the Association shall be due in advance of the first day of January of each year. The method of assessment described herein may not be amended without the written approval of the Declarant, so long as there is a Class B Membership or thereafter, the owners of two-thirds (2/3) of the votes entitled to be cast.

(b) Each Lot Owner's personal obligation of payment of assessments shall be due on the first day of the month in which the closing of the purchase of said Lot occurs.

(c) Assessments shall be based upon the cash requirements deemed to be such aggregate sum the Board of Directors of the Association shall from time to time determine is to be paid by all of the Lot Owners to provide for the payment of all estimated expenses growing out of or connected with the acquisition, construction, maintenance, repair, operation, alterations and improvements of and to the Common Area and the Common Area Improvements and for the creation of a reasonable contingency and reserve for the same.

(d) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the owner's personal obligation to pay the same.

(e) Within thirty (30) days after adoption of any proposed Budget

thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the votes entitled to be cast, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors.

9. Association Lien for Non-Payment of Common Area Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Area Expenses chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for tax and special assessment liens of the Lot in favor of any assessing entity, and all sums unpaid on any Mortgage filed of record prior to the filing of the Declaration, including all unpaid obligatory sums as may be provided by such encumbrances. In the event of default in the payment of the assessment, the owner shall be obligated to pay interest at the maximum rate of interest allowable by law, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws of the Association. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest, late charges and expenses, including attorney's fees thereon, the name of the owner of the Lot and a description of the Lot. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure on the defaulting owner's Lots by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice to claim thereof or by an action at law against the Owner personally obligated to pay the same. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed or subject to litigation shall be required to pay the Association the monthly assessment for the Lot during the period of foreclosure or litigation, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Area Expenses payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for

assessments remaining unpaid for longer than thirty (30) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

(d) The recorded lien may be released by recording a Release of Lien signed by one of the Members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds for of the jurisdiction.

(e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Lot pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Lot free and clear of all annual assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

10. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 12, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Seventy Five and no/100 Dollars (\$75.00) per Lot.

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

11. 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 Area or Common Area Improvement, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in an amount to Two Hundred and NO/100ths Dollars (\$200.00) per Lot.

12. Excess Dues and Assessments. With the approval of seventy-five (75%) percent of the votes entitled to be cast by the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

ARTICLE III. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications and any

thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described subdivision. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we further grant a perpetual easement to Metropolitan Utilities District of Omaha (M.U.D.), their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Fences may be placed within an M.U.D. Easement, provided, however, that if M.U.D., in its sole discretion, removes or damages such fencing in order to install, repair, maintain, or replace its mains, M.U.D. will not be responsible for any costs to replace such fencing.

2. Qwest Communications, Inc. and/or any other telecommunications company may, upon completion of its distribution system, require a connection charge on some or all of the Lots at the time service is requested.

3. A perpetual easement is hereby reserved in favor of the Ridgemoor Homeowners Association, Grantee, its successors and assigns, over, under, through and across a twenty (20') foot strip abutting the rear and/or side-boundary lines of Lots 1 thru 27, inclusive, Lots 90 thru 100, inclusive; and, Lots 157 thru 162, inclusive, Ridgemoor, together with the right of ingress and egress from said easement area, for the purpose of constructing, inspecting, operating, maintaining, repairing and/or replacing subdivision perimeter fencing at the will of the Grantee, its successors and assigns.

4. Other easements as provided for in the final plat of Ridgemoor, which is filed in the Register of Deeds of Douglas County, Nebraska and other easements provided for in further platting(s).

ARTICLE IV.
GENERAL PROVISIONS

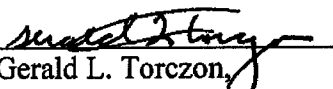
enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Nothing herein contained shall in any way be construed to impose any obligation, of any kind, upon the Developer and/or Declarant or any successor and assigns of the same, any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein. 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. The covenants and restrictions of this declaration shall run with and bind the land for a period of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant, 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 ten (10) years from the date hereof. 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.

3. 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 present to be executed this 22 day of October 2007.

DECLARANT:
Stone Creek Plaza, LLC a Nebraska
Limited Liability Company

By: 
Gerald L. Torczon,
Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of October 2007 by Gerald L. Toroczon, Managing Member of Stone Creek Plaza, LLC, a Nebraska Limited Liability Company, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and Notarial Seal this 22 day of October 2007

Doris J. Nicholson
Notary Public





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**REVOCABLE ASSIGNMENT AND ASSUMPTION OF
 DECLARANT RIGHTS AND NOTICE**

STONE CREEK PLAZA, LLC, the Declarant of that certain Declaration of Covenants, Conditions, and Restrictions for Ridgemoor, a Subdivision in Douglas County, Nebraska, covering the following described Property, to-wit:

Lots 1-183, inclusive; and, Outlot "A", Ridgemoor, as surveyed, platted and recorded in Douglas County, Nebraska

recorded of record on 11/6/2007 as Miscellaneous Instrument No. ²⁰⁰⁷¹²⁴⁷³⁷~~2007123190~~ in the office of the Register of Deeds of Douglas County, Nebraska, and any amendments, restatements and/or annexations thereto (hereinafter collectively the "Declaration") does hereby assign all of its status, right, title and interest as the Declarant therein to HEARTHSTONE HOMES, INC., effective as of the 22 day of OCTOBER 2007, subject only to revocation, by separate document filed with the Douglas County Register of Deeds on or before April 1, 2017, by Stone Creek Plaza, LLC., in the event of any breach by HearthStone Homes, Inc. of the separate agreement by and between Stone Creek Plaza, LLC. and HearthStone Homes, Inc., and HEARTHSTONE HOMES, INC., by this instrument, does hereby assume all rights, responsibilities and duties pursuant to the Declaration. HearthStone Homes, Inc. hereby agrees to obtain prior written approval of Stone Creek Plaza, LLC, before making any amendment, restatement, annexation, modification or other change to the Declaration of Covenants, Conditions and Restrictions for Ridgemoor.

Dated this 22 day of October 2007.

STONE CREEK PLAZA, LLC,
 DECLARANT,

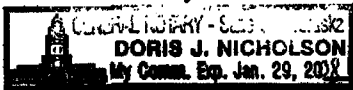
By: *Gerald L. Torczon*
 Gerald L. Torczon, Managing Member

HEARTHSTONE HOMES, INC.,

By: *Kent J. Geschwender*
 Kent J. Geschwender, President

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

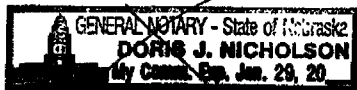
The foregoing instrument was acknowledged before me, a Notary Public in and for said state and county, this 22 day of October 2007 by Gerald L. Torczon as Managing Member of Stone Creek Plaza, LLC., a person known to me who acknowledged the same to be his/her voluntary act and deed on behalf of said entity.



Doris J. Nicholson
Notary Public

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public in and for said state and county, this 22 day of October 2007 by Kent J. Geschwender as President of HearthStone Homes, Inc., a person known to me who acknowledged the same to be his voluntary act and deed on behalf of said entity.



Kalli Kirkendall
Notary Public





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**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RIDGEMOOR**

THIS FIRST AMENDMENT is made on the date hereinafter set forth by STONE CREEK PLAZA, LLC a Nebraska Limited Liability Company, and HEARTHSTONE HOMES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant."

RECITALS

A. On November 6, 2007 a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor (hereinafter the "Declaration") for Lots 1 thru 183, inclusive and Outlot "A", Ridgemoor, a subdivision as surveyed, platted and recorded, was recorded by the Declarant in the Register of Deeds of Douglas County, Nebraska as Instrument Number 2007124737;

B. On November 6, 2007 a document entitled Revocable Assignment and Assumption of Declarant Rights and Notice was filed for Lots 1 thru 183, inclusive and Outlot "A", Ridgemoor, a subdivision as surveyed, platted and recorded, was recorded by the Stone Creek Plaza, LLC granting declarant status to the Declarant, Hearthstone Homes, Inc., as Instrument Number 2007124738;

C. Paragraph 2 of Article IV of the Declaration provides that for a period of ten (10) years following at least October 22, 2007, the Declarant shall have the right to amend the Declaration in any manner it determines in its full and absolute discretion;

D. Declarant desires to add Lots 186 thru 206, Ridgemoor, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska to be subject to the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration should be and hereby is amended as follows:

A. By deleting the legal description in the PRELIMINARY STATEMENT and adding in its place and stead the following:

Lots 1 thru 183, inclusive; Lots 186 thru 206 inclusive, and Outlot "A",
Ridgemoor, as surveyed, platted and recorded in Douglas County, Nebraska;

B. By deleting in its entirety Article II, Paragraph 1, Subsection (c) and adding its place and stead the

C. All other terms and conditions of the Declaration shall remain the same.

IN WITNESS WHEREOF, the Declarant together with the consent of Stone Creek Plaza, LLC, has caused this Amendment to Declaration to be executed this 5th day of May, 2008.

DECLARANT:
HEARTHSTONE HOMES, INC., a
Nebraska corporation,

By: Kent J. Geschwender
Kent J. Geschwender
President

STONE CREEK PLAZA, LLC, a Nebraska
limited liability company,

By: Gerald L. Torczon
Gerald L. Torczon
Managing Member

State of Nebraska)
)ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 5th day of May, 2008 by Kent J. Geschwender, of Hearthstone Homes, Inc. a Nebraska corporation, on behalf of the corporation.

ss President

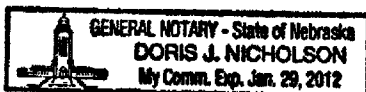


Christie K Groebli
Notary Public

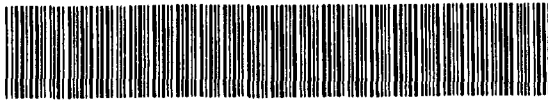
State of Nebraska)
)ss.
County of Sarpy)

The foregoing instrument was acknowledged before me this 5 day of May, 2008 by Gerald L. Torczon, member on behalf of Stone Creek Plaza, LLC, a limited liability company.

ss Managing



Doris J Nicholson
Notary Public




MISC 2010039913



MAY 10 2010 13:59 P 5

5/355 misc
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**SECOND AMENDMENT TO THE DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
 RIDGEMOOR**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor ("Second Amendment") is made effective on this 21 day of April, 2010 (the "Effective Date"), by and HEARTHSTONE HOMES, INC., a Nebraska corporation, successor-in-interest to STONE CREEK PLAZA, LLC a Nebraska Limited Liability Company (hereinafter referred to as the "Declarant").

RECITALS

A. Pursuant to Article II, Section 2(a) of the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor dated November 6, 2007, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2007124737, as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor dated May 5, 2008, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2008044478 (collectively the "Declaration"), the Declarant has the power and authority to amend the Declaration to include additional property into the residential subdivision known as "Ridgemoor".

B. Declarant desires to amend the Declaration for the purposes of including Lots 207 through 356, inclusive, Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Additional Lots"), into the residential subdivision known as "Ridgemoor". By virtue of this Second Amendment, the Additional Lots are intended to be included within the definition of "Properties" as set forth in Article II, Section 1(c) of the Declaration.

C. Declarant intends by this Second Amendment to impose upon the Additional Lots covenants, conditions, restrictions for the improvement, development, maintenance and use of the Additional Lots in accordance with the terms and conditions of the Declaration as if fully set forth herein.

E. By virtue of the recording of this Second Amendment, the Additional Lots shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, improved and mortgaged or otherwise encumbered subject to the provisions of the Declaration and every grantee of any interest in the Additional Lots or any portion thereof, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Declaration and shall be deemed to have consented to the terms hereof.

F. Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Properties, including the Additional Lots, and shall be binding on the present owners of the Properties, including the Additional Lots, and all its successors and assigns and all subsequent owners of the Properties, including the Additional Lots, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, the Declarant hereby declares that the Declaration should be and hereby is amended as follows:

1. Definitions. Unless otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment shall have the same meanings ascribed to such terms in the Declaration.

2. Additional Lots. The Additional Lots shall be subject to all of the terms and conditions of the Declaration, and all of the terms and conditions of the Declaration and the Recitals set forth above, are hereby incorporated into this Second Amendment as if fully set forth herein.

3. Amendments.

A. By deleting in its entirety the legal description in the first paragraph of the "Preliminary Statement" of the Declaration, and replacing it with the following:

Lots 1 through 183, inclusive, Lots 186 through 206, inclusive, Lots 207 through 356, inclusive, and Outlot "A", Ridgemoor, as surveyed, platted and recorded in Douglas County, Nebraska.

B. By deleting Article II, Section 1(c) in its entirety and replacing it with the following:

"Properties" shall mean and refer to Lots 1 through 183, inclusive, Lots 186 through 206, inclusive, Lots 207 through 356, inclusive,

4. No Other Amendments. Except as set forth herein, all of the other terms and conditions of the Declaration shall remain the same and in full force and effect.

5. Indexing of this Second Amendment. This Second Amendment shall be recorded and indexed against all the Properties legally described in Section 3B, above.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed this 12th day of April, 2010.

DECLARANT:
HEARTHSTONE HOMES, INC., a
Nebraska corporation,

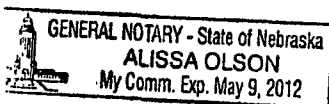
By: [Signature]
Its: secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2010, by Neil Smith, the Secretary of Hearthstone Homes, Inc. a Nebraska corporation, on behalf of the corporation.

SEAL

[Signature]
Notary Public



CONSENT OF STONE CREEK PLAZA, LLC

In accordance with the terms and conditions of that Revocable Assignment and Assumption of Declarant Rights and Notice dated October 22, 2007, and recorded in the office of the Douglas County Register of Deeds, Instrument No. 2007124738, Stone Creek Plaza, LLC, a Nebraska limited liability company, hereby consents to the foregoing Second Amendment.

Executed this 21 day of April, 2010.

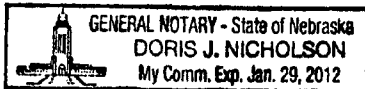
STONE CREEK PLAZA, LLC, a
Nebraska limited liability company,

By: *Gerald L. Torczon*
Gerald L. Torczon
Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 21 day of April, 2010, by Gerald L. Torczon, Managing Member of Stone Creek Plaza, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

SEAL



Doris J. Nicholson
Notary Public

CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GREAT WESTERN BANK, as Trustee and Beneficiary, under that certain Construction Deed of Trust filed June 20, 2007, as Instrument No. 2007069804 (the "Trust Deed"), in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Ridgemoor (the "Second Amendment") such that the Trust Deed shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing Second Amendment.

Executed this 6th day of MAY, 2010.

GREAT WESTERN BANK, as Trustee and Beneficiary,

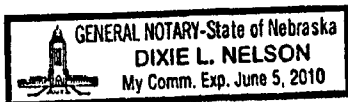
By: *Kent A. Schneider*
Name: KENT A. SCHNEIDER
Its: VICE PRESIDENT

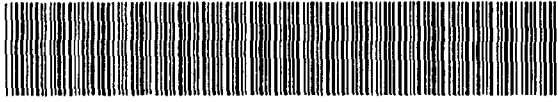
STATE OF NE)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on this 6th day of MAY, 2010, by Kent A. Schneider, as VICE PRESIDENT of GREAT WESTERN BANK, as Trustee and Beneficiary, on behalf of said banking association.

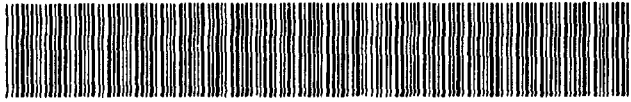
SEAL

Dixie L. Nelson
Notary Public





MISC 2011029928



APR 05 2011 08:42 P 5

5/ misc
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**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
RIDGEMOOR**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor ("Third Amendment") is made effective on this 21st day of March, 2011 (the "Effective Date"), by HEARTHSTONE HOMES, INC., a Nebraska corporation, successor-in-interest to STONE CREEK PLAZA, LLC a Nebraska Limited Liability Company (hereinafter referred to as the "Declarant").

RECITALS

A. Pursuant to Article II, Section 2(a) of the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor dated November 6, 2007, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2007124737, as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor dated May 5, 2008, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2008044478, as further amended by that Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Ridgemoor dated April 21, 2010, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2010039913 (collectively the "Declaration"), the Declarant has the power and authority to amend the Declaration to include additional property into the residential subdivision known as "Ridgemoor".

B. Declarant desires to amend the Declaration for the purposes of including Lots 311 through 332, inclusive, Shadowbrook, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Additional Lots"), into the residential subdivision known as "Ridgemoor". By virtue of this Third Amendment, the Additional Lots are intended to be included within the definition of "Properties" as set forth in Article II, Section 1(c) of the Declaration.

C. Declarant intends by this Third Amendment to impose upon the Additional Lots covenants, conditions, restrictions for the improvement, development, maintenance and use of

D. Declarant further intends by this Third Amendment to include the Owners of the Additional Lots into the Association as automatic mandatory members therein.

E. By virtue of the recording of this Third Amendment, the Additional Lots shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, improved and mortgaged or otherwise encumbered subject to the provisions of the Declaration and every grantee of any interest in the Additional Lots or any portion thereof, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Declaration and shall be deemed to have consented to the terms hereof.

F. Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Properties, including the Additional Lots, and shall be binding on the present owners of the Properties, including the Additional Lots, and all its successors and assigns and all subsequent owners of the Properties, including the Additional Lots, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, the Declarant hereby declares that the Declaration should be and hereby is amended as follows:

1. Definitions. Unless otherwise defined in this Third Amendment, all capitalized terms used in this Third Amendment shall have the same meanings ascribed to such terms in the Declaration.

2. Additional Lots. The Additional Lots shall be subject to all of the terms and conditions of the Declaration, and all of the terms and conditions of the Declaration and the Recitals set forth above, are hereby incorporated into this Third Amendment as if fully set forth herein.

3. Amendments.

A. By deleting in its entirety the legal description in the first paragraph of the "Preliminary Statement" of the Declaration, and replacing it with the following:

Lots 1 through 183, inclusive, Lots 186 through 206, inclusive, } 05-32915
Lots 207 through 356, inclusive, and Outlot "A", Ridgemoor, as }
surveyed, platted and recorded in Douglas County, Nebraska; and }
Lots 311 through 332, inclusive, Shadowbrook, a Subdivision as } 05-35228
surveyed, platted and recorded in Douglas County, Nebraska. }

and Outlot "A", Ridgemoor, as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 311 through 332, inclusive, Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. No Other Amendments. Except as set forth herein, all of the other terms and conditions of the Declaration shall remain the same and in full force and effect.

5. Indexing of this Third Amendment. This Third Amendment shall be recorded and indexed against all the Properties legally described in Section 3B, above.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to be executed this 29th day of March, 2011.

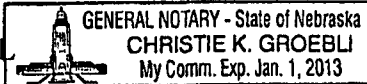
DECLARANT:

HEARTHSTONE HOMES, INC., a
Nebraska corporation,

By: [Signature]
Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of March, 2011, by Neil Smith, the Vice-President of Hearthstone Homes, Inc. a Nebraska corporation, on behalf of the corporation.

SEAL  GENERAL NOTARY - State of Nebraska
CHRISTIE K. GROEBLI
My Comm. Exp. Jan. 1, 2013

[Signature]
Notary Public

CONSENT OF STONE CREEK PLAZA, LLC

In accordance with the terms and conditions of that Revocable Assignment and Assumption of Declarant Rights and Notice dated October 22, 2007, and recorded in the office of the Douglas County Register of Deeds, Instrument No. 2007124738, Stone Creek Plaza, LLC, a Nebraska limited liability company, hereby consents to the foregoing Third Amendment.

Executed this 15 day of March, 2011.

STONE CREEK PLAZA, LLC, a
Nebraska limited liability company,

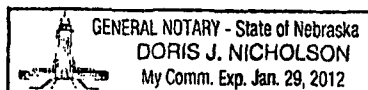
By: Gerald L. Torczon
Gerald L. Torczon
Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 15 day of March, 2011, by Gerald L. Torczon, Managing Member of Stone Creek Plaza, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

SEAL

Doris J. Nicholson
Notary Public





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 Register of Deeds, Douglas County, NE
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**FIFTH AMENDMENT TO THE DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF MEADOW RIDGE AND SHADOWBROOK**

This Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook ("Fifth Amendment") is made effective on this 12th day of April, 2010 (the "Effective Date"), by and HEARTHSTONE HOMES, INC., a Nebraska corporation, successor-in-interest to STATE STREET LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

RECITALS

A. Pursuant to Article II, Section 2(a) of the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated December 22, 2003, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2003248549, as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated May 7, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004076044, as further amended by that Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated October 28, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004154530, as further amended by that Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated November 30, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004161137, as further amended by that Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated June 27, 2006, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2006073864 (collectively the "Declaration"), the Declarant has the power and authority to amend the Declaration to include additional property into the residential subdivisions known as "Meadow Ridge" and "Shadowbrook".

B. Declarant desires to amend the Declaration for the purposes of including Lots 311

included within the definition of "Properties" as set forth in Article II, Section 1(c) of the Declaration.

C. Declarant intends by this Fifth Amendment to impose upon the Additional Lots covenants, conditions, restrictions for the improvement, development, maintenance and use of the Additional Lots in accordance with the terms and conditions of the Declaration as if fully set forth herein.

D. Declarant further intends by this Fifth Amendment to include the Owners of the Additional Lots into the Association as automatic mandatory members therein.

E. By virtue of the recording of this Fifth Amendment, the Additional Lots shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, improved and mortgaged or otherwise encumbered subject to the provisions of the Declaration and every grantee of any interest in the Additional Lots or any portion thereof, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Declaration and shall be deemed to have consented to the terms hereof.

F. Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Properties, including the Additional Lots, and shall be binding on the present owners of the Properties, including the Additional Lots, and all its successors and assigns and all subsequent owners of the Properties, including the Additional Lots, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, the Declarant hereby declares that the Declaration should be and hereby is amended as follows:

1. Definitions. Unless otherwise defined in this Fifth Amendment, all capitalized terms used in this Fifth Amendment shall have the same meanings ascribed to such terms in the Declaration.

2. Additional Lots. The Additional Lots shall be subject to all of the terms and conditions of the Declaration, and all of the terms and conditions of the Declaration and the Recitals set forth above, are hereby incorporated into this Fifth Amendment as if fully set forth herein.

3. Amendments.

A. By deleting in its entirety the legal description in the first paragraph of the

Ridge, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 139, inclusive, Meadow Ridge Replat One, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 5, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 108, inclusive, and Outlot A, all in Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 through 89, inclusive, and Lots 92 through 212 inclusive and Lots 218 through 226, inclusive, Shadowbrook Replat Two, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 6 Shadowbrook Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots 311 through 332, inclusive, Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 185 and Outlot "A" in Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

0J-25059 Rep 1

0J-25061 Rep 2

0J-25062 Rep 3

0J-25064 Rep 5

0J-35228 Slab

0J-35231 Rep 2

0J-35232 Rep 3

0J-32915 Ridge

B. By deleting Article II, Section 1(c) in its entirety and replacing it with the following:

"Properties" shall mean and refer to Lots 152 through 222, inclusive, and Lots 225 through 260, inclusive, and Lots 263 through 305 inclusive, and Lots 308 through 481, inclusive, and Outlots "A", "B", and "C", all in Meadow Ridge, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 139, inclusive, Meadow Ridge Replat One, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2 in Meadow Ridge Replat 5, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 108, inclusive, and Outlot A, all in Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 through 89 inclusive and Lots 92 through 212, inclusive, and Lots 218 through 226 inclusive, Shadowbrook Replat Two, a

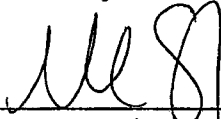
Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 185 and Outlot "A" in Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. No Other Amendments. Except as set forth herein, all of the other terms and conditions of the Declaration shall remain the same and in full force and effect.
5. Indexing of this Fifth Amendment. This Fifth Amendment shall be recorded and indexed against all the Properties legally described in Section 3B, above.

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, the Declarant has caused this Fifth Amendment to be executed this 12th day of April, 2010.

DECLARANT:
HEARTHSTONE HOMES, INC., a
Nebraska corporation,

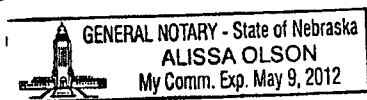
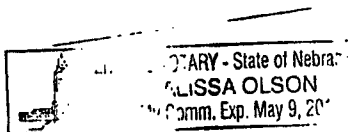
By: 
Its: Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2010, by Neil Smith, the Secretary of Hearthstone Homes, Inc. a Nebraska corporation, on behalf of the corporation.

SEAL


Notary-Public






MISC 2011018909



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Misc. 531.00
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 OJ-35228(S)
 OJ-25030(MR)
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 OJ-25063 (MR Rep 4)
 OJ-25059 (MR Rep 1)
 OJ-25061 (MR Rep 2)
 OJ-25062 (MR Rep 3)

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 Register of Deeds, Douglas County, NE
 2/25/2011 13:26:33.98

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 OJ-35232 (S. Rep 3)

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**SIXTH AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF MEADOW RIDGE AND SHADOWBROOK**

This Sixth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook (the "Sixth Amendment") is made effective on this 23rd day of February, 2011 (the "Effective Date"), by HEARTHSTONE HOMES, INC., a Nebraska corporation, successor-in-interest to STATE STREET LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

RECITALS

A. Pursuant to Article IV, Section 2 of the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated December 22, 2003, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2003248549, as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated May 7, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004076044, as further amended by that Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated October 28, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004154530, as further amended by that Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated November 30, 2004, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2004161137, as further amended by that Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated June 27, 2006, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2006073864, as further amended by that Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Ridge and Shadowbrook dated April 12, 2010, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, Instrument No. 2010040284 (collectively, the "Declaration"), the Declarant has the power and authority to amend the

Douglas County, Nebraska and Lots 1 through 183 and Outlot "A" in Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Removed Lots"), from the residential subdivision known as "Shadowbrook". By virtue of this Sixth Amendment, the Removed Lots are intended to be excluded from the definition of "Properties" as set forth in Article II, Section 1(c) of the Declaration.

C. Declarant further intends by this Sixth Amendment to exclude the Owners of the Removed Lots from the Association.

D. By virtue of the recording of this Sixth Amendment, the Removed Lots will no longer be subject to the provisions of the Declaration.

E. Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Properties and shall be binding on the present owners of the Properties, and all its successors and assigns and all subsequent owners of the Properties, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, the Declarant hereby declares that the Declaration should be and hereby is amended as follows:

1. Definitions. Unless otherwise defined in this Sixth Amendment, all capitalized terms used in this Sixth Amendment shall have the same meanings ascribed to such terms in the Declaration.

2. Removed Lots. The Removed Lots shall be excluded from all of the terms and conditions of the Declaration, including membership in the Association.

3. Amendments.

A. By deleting in its entirety the legal description in the first paragraph of the "Preliminary Statement" of the Declaration, and replacing it with the following:

Lot 152, and Lot 153, and Lots 155 through 222, inclusive, and Lots 225 through 260, inclusive, and Lots 263 through 305, inclusive, Lots 308 through 346, inclusive, and Lots 349 through 481, inclusive, and Outlots "A", "B", and "C", all in Meadow Ridge, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 139, inclusive, Meadow Ridge Replat One, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 2,

1 and 2, Meadow Ridge Replat 5, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 108, inclusive, and Outlot A, all in Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 through 89, inclusive, and Lots 92 through 212 inclusive and Lots 218 through 226, inclusive, Shadowbrook Replat Two, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 5 Shadowbrook Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 184 and 185 in Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

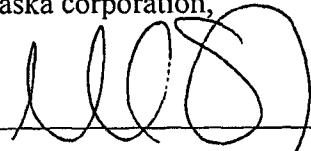
B. By deleting Article II, Section 1(c) in its entirety and replacing it with the following:

Lot 152, and Lot 153, and Lots 155 through 222, inclusive, and Lots 225 through 260, inclusive, and Lots 263 through 305, inclusive, Lots 308 through 346, inclusive, Lots 349 through 481, inclusive, and Outlots "A", "B", and "C", all in Meadow Ridge, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 139, inclusive, Meadow Ridge Replat One, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 4, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, Meadow Ridge Replat 5, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 108, inclusive, and Outlot A, all in Shadowbrook, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 through 89, inclusive, and Lots 92 through 212 inclusive and Lots 218 through 226, inclusive, Shadowbrook Replat Two, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 through 5 Shadowbrook Replat 3, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 184 and 185 in Ridgemoor, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

4. No Other Amendments. Except as set forth herein, all of the other terms and conditions of the Declaration shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Sixth Amendment to be executed this 23rd day of February, 2011.

DECLARANT:
HEARTHSTONE HOMES, INC., a
Nebraska corporation,

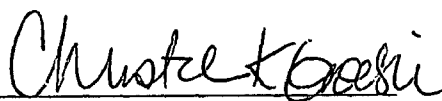
By: 
Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of February, 2011, by Neil Smith, the Vice President of Hearthstone Homes, Inc. a Nebraska corporation, on behalf of the corporation.

SEAL




Notary Public

FILED: AS IS