

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
SPRING RIDGE REPLAT III, SPRING RIDGE, LOTS 1 THROUGH 15,
A PART OF SPRING RIDGE,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, executed on the date hereinafter set forth, is made by Spring Ridge Limited Partnership, Inc. a Nebraska Limited Partnership, by and through Spring Ridge Corporation, a Nebraska Corporation, and hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

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

Spring Ridge Replat III, Lots 1 through 15, a subdivision, as surveyed platted and recorded in Douglas County, Nebraska, and herein referred to collectively as the "Lots".

The Declarant desires to provide for the preservation of the values and amenities of Spring Ridge Villas, for the maintenance of character and residential integrity of Spring Ridge Villas.

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

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes.
2. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house or dog run, satellite receiving station or "discs", flag pole, solar heating device, or other external improvements, above or below the ground, (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation for an Improvement be commenced, except for Improvements which have been approved by Declarant as Follows:

4. No exterior television or radio antenna, satellite receiving dish (unless dimensions do not exceed 13"), or exterior solar heating or cooling device of any sort shall be permitted on any Villa Lot or on the structures thereon. Upon approval of the small satellite receiver owner shall attach said dish in such a way, as it will not be viewed from the front of the lot.
5. No repair or storing of any boats, automobiles, motorcycles, trucks campers, or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on any driveway at any time; nor vehicles offensive to the neighborhood be visibly stored, parked, or abandoned on any townhome/villa lot except during actual building operation, and then only in a neat and inconspicuous manner as is possible.
6. 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 or cutting shall be deposited on any street, road, or Townhome/Villa lot. No clothesline shall be permitted outside of any dwelling.
7. No produce gardens may be planted nor maintained on any part of a lot. Any personal landscaping is the sole responsibility of the Villa lot owner and must be maintained by said owner. Mowing and fertilization will be the responsibility of the Association however; irrigation of said property is the sole responsibility of the lot owner. Swimming pools are allowed, however said owner shall be solely responsible for meeting city and state regulations and said lot owner is entirely responsible for the maintenance and upkeep of said pool. All "pool/spa" plans must be submitted to the DRB.
8. Exterior lighting installed on any lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent lots. No trees may be removed, cut, sown, or destroyed without the express approval of the Declarant.
9. Any fence constructed shall be of white PVC material and shall not exceed four (4) feet in height. Placement and set back requirements, must be specified and approved by the DRB. Villa owner shall be permitted, subject to approval, to construct a privacy fence area, which fence is constructed of white PVC material, The fence may enclose a maximum of 500 square feet in area, and must be to the rear of the residential structure. The responsibility of care of this private area is the sole responsibility of the Villa Owner. In all events the construction, placement or erection of any fence or wall on a Lot must be approved by the DRB.
10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, or permitted to remain on any Villa lot.
11. Vacant townhome/villa lots shall not be used for dumping of any kind.
12. All utility service lines from each lot line to the dwelling or other improvement shall be underground.

and shall automatically cease when the member giving such proxy shall cease to be an owner of the lot or at such earlier time as shall be specified in the proxy or by operation of law.

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

CLASS A: Class A Members shall be all Owners with the exception of the 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 member, 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 Declarant, or its assigns which shall be entitled to three (3) votes for each Lot owned. For purposes herein, the Declarant shall be considered the owner of a lot notwithstanding the existence of any contract for sale or purchase agreement, with such ownership status continuing in all events until title is transferred by the Declarant through the execution, delivery, and recordation of a Warranty Deed. A Class B membership shall terminate and be converted into Class A membership upon the occurrence of the date on which the total votes outstanding in the Class A membership shall equal or exceed the total outstanding in the Class B membership.

3. Powers and Responsibilities. The Board of Directors of the Association shall exercise and administer all powers and duties of the Association as such are specified herein. The Association, through its Board of Directors, shall have all power conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, shall include, but shall not be limited to, the following:
 - a. The Association will provide for, and uniformly as the Board of Directors shall determine, the:
 1. Snow removal of every improved Villa Lot and sidewalk. The public street is not included. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces; this is an expense of the Villa owner. The exception being the public street which is the responsibility of the SID.
 2. The Association is responsible for normal weekly garbage collection of every improved lot.
 3. The Association shall be responsible for the mowing and lawncare of every improved Villa Lot with the exception of each lot owner is responsible for replacement of all dead perimeter trees on their improved lot after the one-year builder warranty period expires. If the Villa lot owner does not replace the trees in a timely manner the Villa owner agrees to allow the Association

10. Effect of nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the highest legally allowable rate, compounded annually. The association may bring an action at law against the Owner personally obligated to pay the sum, or foreclosure the lien against the Owner personally obligated to pay the same, or foreclosure against the Villa Lot, and pursue an other legal or equitable remedy. The Association shall be entitled to recover a part of the action and shall be indemnified against the interest, cost, and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability. The mortgagee of any Villa Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such liens and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

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

ARTICLE III
THE SPRING RIDGE VILLA HOMEOWNERS ASSOCIATION, INC.
MEMBERSHIP, VOTING, AND ASSESSMENTS

1. Spring Ridge, a subdivision in Douglas County, Nebraska, for which Spring Ridge Villas are located within, has nonetheless created a homeowners association known as The Spring Ridge Homeowners Association, Inc.
2. The Declarant declares that Spring Ridge Villas are not a part of the Spring Ridge Homeowner's Association and therefore Spring Ridge Villa homeowners will not be assessed Spring Ridge Homeowners dues nor will they be a voting member of the Spring Ridge Homeowners Association.

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

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

- c. Provided there are applications to be considered or applications requested to be considered the DRB shall meet at least once each calendar month. The DRB members may conduct their meetings and convey their proxy to another DRB member by conference telephone or similar communication equipment, and participation by such means shall constitute presence in person at such meeting including presence for purposes of determining the existence of a quorum. In the event the DRB fails to act upon any application or application for reconsideration within thirty (30) days of the date of its monthly meeting, it shall be deemed that the DRB's decision was for denial.
- d. In making its decision, the DRB may consider any and all factors that the DRB determines to be appropriate. The DRB's determination shall be based upon criteria and factors expressed within and throughout this Declaration of Covenants, as well as any supplemental, written documentation of standard and Design Criteria. All such factors and criteria shall nonetheless provide a standard for construction and appearance that is in conformity to the harmony of external design and location in relation to surrounding structures. These standard for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, material, size location, elevation, landscaping and use of the proposed exterior structure.
- e. Neither the Declarant, the Association, the Board of Directors, the DRB, any member of the DRB, nor any member of the Association shall be personally liable to any person for any action or inaction taken with respect to any matter submitted for approval, for reconsideration, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any restrictions or covenants contained in this Declaration. By accepting a Deed for a lot in Spring Ridge, each owner hereby knowingly and expressly waives any and all Causes for Action for any matters described herein.

THE SPRING RIDGE VILLA HOMEOWNERS ASSOCIATION, INC.

**ARTICLE II
TOWNHOME/VILLA OWNER ASSOCIATION**

**ADDENDUM
May, 2002**

1. Refundable Deposits

Buyers Deposits

For the purpose of maintaining an adequate cash reserve all villa owners are required to remit a deposit in the amount of one hundred and twenty five dollars (125.00) payable to Spring Ridge Villas Association at the time of purchasers closing.

Sellers Deposits

At such time a villa is sold, the sellers deposit will be refunded in full, less any outstanding assessments, late fees, unpaid dues, or any other unpaid amounts described under the articles within the association covenants. The seller shall receive an association refund check, without interest, within fourteen (14) days of the sellers closing date.

2. FENCES

Any fence constructed shall be of white PVC material and shall not exceed six (6) feet in height on the rear lot line and four (4) feet on the adjoining side lot lines. Placement and set back requirements must be specified and approved by the DRB. Villa owner shall be permitted, subject to approval, to construct a privacy fence area, which fence is constructed of white PVC material; the fence may not enclose any area forward of the rear of the residential structure. The responsibility of care and maintenance of fencing is the sole responsibility of the Villa Owner. In all events the construction, placement or erection of any fence or wall on a Lot must be approved by the DRB.

Spring Ridge Villa Association Inc.

**Schedule of Fines
Policy Resolution #2003-09**

WHEREAS Article II of the Bylaws grant the Board of Directors with the power to conduct Association business and, to protect community harmony by provided guidelines and a procedure to address conditions that disrupt that harmony,

LET IT BE RESOLVED THAT the following Schedule of Fines will be followed:

1. The Board of Directors (BOD) are authorized to enforce timely assessment payments from owners, compliance with Rules and Regulations and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, who's actions or those of their, guests, family or renters result in violation.

2. Fines for specific violations

- Architectural Changes performed without Prior DRB Approval:
One-time fine of \$25.00 - \$250.00, based on severity. The DRB may also request that modifications constructed without approval be removed as per Covenants & Restrictions Article I.
- Architectural: (Structural & Landscaping Cosmetic or Maintenance or any other Violations referenced in Article I of the Covenants & Restrictions)

FINE: \$50, plus \$1 per day per violation

ASSESSED: Beginning on the 61st day after the date of the *first* BOD written warning notice, and continuing daily until the violation is rectified, and is re-inspected and approved by the DRB.

SUSPENSION: Daily Fines will be suspended when:

- a) The BOD receives a written Appeal from the Homeowner (See item 3 below) OR
- b) The DRB receives a written request to re-inspect the violations(s) after corrective action has been taken

RESUMPTION: Daily Fines will resume when:

- a) The BOD decides *against* the Homeowner in an Appeal (See item 3 below) OR
- b) A violation fails an DRB re-inspection

TERMINATION: Daily Fines will permanently stop when:

- a) The BOD decides *for* the Homeowner in an Appeal (See item 3 below) OR
- b) The DRB re-inspects the violation and issues a written approval to the Homeowner

- Excessive Noise:

FINE: \$10 per occurrence

ASSESSED: For each repeat violation occurring after one written warning from BOD

SUSPENSION: N/A for 'per occurrence' violations. Homeowner may Appeal (See item 3 below)

RESUMPTION: N/A for 'per occurrence' violations

- Trash Containers Not Concealed:
(Ref. Article I, Par. 6 of the Covenants)

FINE: \$5 per occurrence, per day.

ASSESSED: For each repeat violation occurring after one written warning from BOD

SUSPENSION: N/A for 'per occurrence' violations. Homeowner may Appeal (See item 3 below)

RESUMPTION: N/A for 'per occurrence' violations

- Pets:
(Ref. Article I, Par. 13 of the Covenants)

FINE: \$25 per occurrence

ASSESSED: For each repeat violation occurring after one written warning from BOD

SUSPENSION: N/A for 'per occurrence' violations. Homeowner may Appeal (See item 3 below)

RESUMPTION: N/A for 'per occurrence' violations

3. Billing and Payment of Fines

- All Fines will be billed monthly and are due any payable within seven (7) days of invoice date.

Policy Resolution #2003-09

Schedule of Fines

- Collection Policy: Fines are herein considered as assessments and are considered delinquent if not paid within 30 days of written notification. Unpaid fines will result in

4. Appeal Process for Fines

Any Owner receiving a fine, who believes no violation has occurred, may submit a written explanation to the Board of Directors.

Upon the BOD's receipt of a written Appeal from the Homeowner, the BOD will suspend the assessment of additional 'daily fines' for the Architectural violation in Appeal.

Fines classified as 'per occurrence' fines are *not* subject to suspension and repeat violations will result in additional fines if a like violation is under appeal.

All unpaid 'daily' and 'per occurrence' fines that have been assessed prior to the date of the Homeowners written appeal, remain the responsibility of the Homeowner and will continue to accrue interest and late fees unless paid in full.

The BOD will review the Appeal and will make a determination regarding the violation in question. The BOD will notify the Homeowner of their decision within fifteen (15) days of receipt of the Appeal.

Should the BOD determine that there is no violation (*for* the Homeowner), written notification will be provided to the Homeowner, and all fines and fees previously paid for this violation will be refunded to the Homeowner.

Should the BOD determine that there is a violation (*against* the Homeowner), written notification will be provided to the Homeowner and the assessment of fines will resume as of the date of this notification. The fines will continue to be assessed until the violation is remedied.

Signed: Carol J. Sempert Date: 11-3-03

Print Your Name and Title: CAROL J. SEMPERT, HOMEOWNER
President - Board of Directors Spring Ridge Villa Home Owners Association Inc.