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STATE OF NEBRASKA COUNTY OF WASHINGTON  
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THIS 12th DAY OF December A.D. 2000  
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327 AT PAGE 273-279  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Narim Madson

00 DEC 12 AM 9:28

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

W. Eric Wood  
11515 South 39th Street  
Bellevue NE 68123

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General   
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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND ESTABLISHMENT OF  
THE RIDGEVIEW ESTATES OWNERS CONDOMINIUM ASSOCIATION  
FOR RIDGEVIEW ESTATES, A SUBDIVISION  
WASHINGTON COUNTY, NEBRASKA**

DECLARATION MADE ON THIS 5th DAY OF December, 2000 BY M.R.I.,  
Inc., d/b/a INTEGRITY HOMES, A NEBRASKA CORPORATION, HERINAFTER "DECLARANT".

**PRELIMINARY STATEMENT**

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

Lots 35A, 35B, 36A and 36B, Ridgeview Estates, a subdivision in the City of Blair, Washington County, Nebraska. Said Lots are hereinafter referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection, and enhancement of the values and amenities of Ridgeview Estates and for the maintenance of the character, value, desirability, attractiveness, and residential integrity of the Lots.

From time to time and without the consent or approval of then existing Owners or members of the Association as hereinafter established, the property subject to this Declaration may be expanded by the Declarant to include additional residential Lots which are contiguous to any of the Lots heretofore described. Such expansions may be affected from time to time by the Declarant's recordation with the Register of Deeds of Washington County, Nebraska of a Supplement to this Declaration setting forth the identify of the additional Lots. The Owners of such additional Lots shall be then be members of the Association hereinafter established with all rights, privileges, and obligations accruing to members of the Association.

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

**DEFINITION**

1. "Association" shall mean and refer to Ridgeview Estates Condominium Owners Association and/or its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or any part thereof which is a part of Ridgeview Estates and subject to this Declaration, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Declarant" shall mean and refer to M.R.I., Inc., d/b/a Integrity Homes, a Nebraska Corporation.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Ridgeview Estates and subject to this Declaration. It is intended that duplex units shall be constructed on selected lots in Ridgeview Estates and that each duplex unit shall be located upon a separately platted Lot so as to allow for individual ownership of each such duplex unit.

**MEMBERSHIP, VOTING RIGHTS and BOARD OF DIRECTORS**

1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
2. The Association shall have two classes of voting membership:
  - a. Class A members shall be all owners, with the exception of the Declarant and each such Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the owners of such Lot shall determine but in no event shall more than one vote be cast with respect to any Lot.
  - b. The sole Class B member shall be the Declarant. The Declarant shall be entitled to three votes for each Lot owned by the Declarant.
3. An annual meeting of the Association shall be held in January of each calendar year beginning in January of 2002. At the first such annual meeting, the members of the Association shall adopt a set of Bylaws which shall establish the duties and responsibilities of the Board of Directors in addition to the duties and responsibilities as set forth herein. The Bylaws adopted at the first annual meeting shall contain a provision setting forth the manner in which the Bylaws may be amended at subsequent annual or special meeting of the members of the Association. At the first such annual meeting and each annual meeting thereafter, the Members of the Association shall elect three Members of the Association to serve as Directors of the Association until the next such annual meeting. Provided however, that officers, employees and designated agents and/or representatives of the Declarant shall be deemed members of the Association and shall be qualified to serve as Directors of the Association.

**MAINTENANCE ASSESSMENTS**

1. The Declarant, for each Lot now owned by the Declarant within Ridgeview Estates, hereby covenants, and each future owner of any Lot, by acceptance of a deed therefore, 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. The assessments, together with interest, costs, and reasonable legal fees, if applicable, shall be a charge on the Lot and shall be a continuing lien upon the

Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable legal fees, if applicable, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment first became due and payable to the Association. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by said successors.

2. The assessments levied by the Association shall be used to provide exterior maintenance for all duplex units constructed within Ridgeview Estates. Exterior maintenance, for the purpose of this Declaration, shall be defined as follows:

a) Lawn Service, which shall include mowing, trimming, watering, fertilization, weed control, lawn insect control, reseeding and general lawn maintenance.

b) Snow removal from the sidewalk, driveway, and front porch of each duplex unit.

c) Lawn sprinkler system maintenance and expense, which shall include any sums owed to any public utility for water use.

d) Exterior painting and roof maintenance for each duplex unit. In the event of roof repairs or replacement required as a result of storm damage or any other insured loss, the cost paid by the Association with regard to such repairs or replacement shall be only the sums required in addition to monies received from the resulting insurance claim. Exterior wall maintenance, to include the replacement of siding, trim, or other such similar items, shall be the responsibility of the owner of the duplex unit requiring such repairs or replacement and shall not be the responsibility of the Association.

e) The Association shall have no duty to repair, replace, or maintain any concrete surfaces, buildings, systems, fences or other improvements to any Lot except as herein above stated.

3. Until January 1, 2002, the maximum annual assessment shall be \$1,260.00 per Lot. After January 1, 2002, the annual assessment may be increased each year by not more than five percent above the maximum assessment for the previous year by a simple majority vote of the members of the Association. The members of the Association may approve annual increases in excess of five percent over the preceding annual assessment only if 75 percent or more of the votes of the members of the Association shall approve such increase.

4. The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the sums provided above without a vote of the members of the Association.

5. Annual Assessments must be fixed at a uniform rate for all Lots and maybe collected on a monthly, quarterly, or such other periodic basis as may be established by the Board of Directors or by a vote of the members of the Association.

6. Lots owned by the Declarant shall not be subject to assessment.

7. The annual assessments provided for herein shall commence as to all Lots at the sole discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date or dates shall be established by the Board of Directors.

8. Vacant Lots shall not be assessed but shall be maintained by the owners of such vacant Lots.

9. Assessments may be apportioned against Lots where inordinate wear, tear, and/or damage occurs as to the items to be maintained by the Association and such inordinate wear, tear, and/or damage is due to the fault or the negligence of a Lot owner.

10. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Director of the Association or a designated agent of the Association, setting forth whether the assessments on a specified Lot have been paid or if not paid the balance then due and owing. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

11. Any assessment not paid within thirty days after the due date shall be deemed delinquent and shall bear interest thereafter at the rate of 14% per annum. Should any assessment or portion thereof remain unpaid for more than sixty days after the due date, the Association may declare the entire unpaid portion of said assessment to be immediately due, payable and delinquent. The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien of such assessment against the Lot against which it was assessed through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such owner's Lot.

12. The lien for the assessments provided for herein shall be subordinate to the interest of any holder of any first mortgage on any Lot and said Mortgagee may rely upon this provision without the necessity of the execution of any further subordination agreement by the Association. The sale or transfer of any Lot shall not effect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if the Board of Directors determine that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due and the Association shall have sole responsibility for the collection of all assessments.

13. Written notice of any meeting called for the purpose of taking any action on behalf of the Association shall be sent to all members of the Association not less than thirty days nor more than 45 days in advance of the meeting. At the meeting called, the presence of members or of proxies entitled to cast 60 % of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be 30 % of all of the votes of each class of membership. No such subsequent meeting shall be held more than 45 days following the preceding meeting.

#### MISCELLANEOUS RESTRICTIONS

1. No noxious or offensive trade or activity shall be conducted upon any Lot.

2. No fences shall be erected on any Lot in front of the main residential structure, except decorative fences no more than 42 inches in height, constructed of brick, wrought iron, stone or wood and being at least fifty percent open. Side and rear yard fences shall not exceed 48 inches in height and at least once gate of not less than 48 inches in width shall be installed in each such side or rear yard fence. Side and rear yard fences may be constructed of chain link, brick, stone, wrought iron, or wood.

3. No outside radio or television antenna, TV dish or other electronic antenna shall be permitted unless authorized in writing by the Board of Directors.

4. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck having a gross weight in excess of 8,500 pounds, aircraft, camper truck, or similar items shall be maintained or stored on any part of any Lot for more than 48 continuous hours or more than 20 days within a calendar year.

#### PARTY WALLS

Each wall which is built as a part of the original construction of any dwelling upon the Lots and which is placed on the dividing line between any adjoining Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of these covenants, conditions, and restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repairs and maintenance of any party walls shall be shared by the owners who make use of such party wall in proportion to the length of each Lot and party wall. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owner or owners shall thereafter make use of such party wall, such other owner or owners shall contribute to the cost of the restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner or owners to call for a larger contribution from other owners under any rule of law regarding liability for negligence or willful acts of omissions.

Notwithstanding any other provision contained herein, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and the repair of any damage caused by said elements.

The right of any owner to contribution from any other owner under these provisions shall be appurtenant to the land and shall pass to such owner's successors in title.

#### GENERAL RESTRICTIONS AND OTHER PROVISIONS

1. Every Owner shall have full right of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

a) Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Lot or part thereof without the prior written authorization of the Board of Directors. Provided however that any "For Sale" or "For Rent" sign may be displayed by any owner or any authorized agent of any owner for the purpose of selling or renting the Lot or the improvements thereon. Nothing in this Section is intended to restrict the right of any Lot owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and shall prohibit such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Lots shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth herein may be conducted in or from any Lot.

b) No animals, livestock, or poultry shall be raised, bred, or kept on any Lot or part thereof, except that non-exotic household pets, not to exceed two in number, may be maintained of any Lot or part thereof. All pets shall be leashed when outside the residential structure, patio area or fenced yard. No such pet shall be kept, bred, or maintained for any commercial purposes. The Board of

Directors of the Association shall make such other reasonable rules and regulations as shall be necessary for the accommodation of pets.

- d) No vehicle repairs, other than emergency repairs of repairs of a minimal nature needed to be performed to move a vehicle off the properties, shall be allowed on any Lot or part thereof. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors.
- e) Except as placed or erected by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement on the Lots, no sign, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot or part thereof.
- f) No offensive or unsightly appearance shall be maintained or allowed to exist on any Lot or part thereof, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the other members of the Association. The Association shall have the right to require all owners to place trash and garbage in containers located in areas that may be designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans may be left outside only on the day of trash collection.
- g) No machinery or equipment of any kind shall be placed, operated or maintained upon on any Lot or part thereof, except such machinery or equipment as it usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted uses of any Lot.
- h) No outside clothes lines or other outside facilities for drying or airing of clothes shall be erected, placed or maintained on any Lot.
- i) No improper, offensive, or unlawful use shall be made on any Lot or part thereof. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.
- j) No salt or de-icing material shall be utilized, at any time, on any driveway, sidewalk, stoop or step within the Properties.
- k) Storage sheds may be constructed upon a lot only with prior approval of the Association and shall be limited to a maximum of 120 square feet in size.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

#### ACCESS

The Association, its Directors, employees and agents, and contractors and repairman designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

## INSURANCE

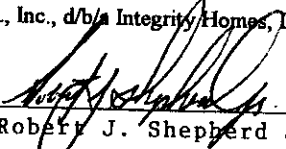
1. Each Owner shall procure and maintain all-risk coverage insurance for the Owner's Lot and improvements thereon in amounts satisfactory to the Association. Proof of Insurance shall be submitted annually to the Association according to such rules and regulations as may be adopted by the Board of Directors.
2. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors. The Association may provide liability coverage insurance for members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards, which may be deemed appropriate by the Board of Directors.
3. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

## GENERAL PROVISIONS

- 1) The Association or any Owner of a Lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
- 2) Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.
- 3) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of December, 2000.

M.R.I., Inc., d/b/a Integrity Homes, Declarant

By:   
Robert J. Shepherd Jr.

Title President