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RETURN TO: JAMES T. BOLGER  
11718 NICHOLS STANLEY, STE 101  
OWEN, NE 68154

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AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
RIDGEFIELD 2ND ADDITION,  
A SUBDIVISION IN OMAHA, DOUGLAS COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION ("Declaration"), is effective as of the date filed in the Office of the Register of Deeds of Douglas County, Nebraska.

PRELIMINARY STATEMENT

RIDGEFIELD 2ND ADDITION is an addition to the City of Omaha, Douglas County, Nebraska encompassing certain real property legally described as follows (herein referred to collectively as the "Lots" and each individually as a "Lot"):

*Lots 81 through 174, inclusive, in RIDGEFIELD 2ND ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.*

The Lots are subject to the terms and conditions of the instrument captioned "Declaration of Covenants, Conditions, Restrictions and Easements of Ridgefield Second Addition, a Subdivision in Douglas County, Nebraska", and filed on or about the 7th day of October, 1983 as Book 698, Page 51 in the Office of the Douglas County Register of Deeds, Miscellaneous Records (the "Original Declaration").

The Declarant under the Original Declaration assigned its interests under the Original Declaration to Ridgefield Homeowners Association, Inc., a Nebraska nonprofit corporation, a/k/a Ridgefield Homeowners Association (hereinafter referred to as "Declarant" or "Association") under the instrument captioned "Assignment of Declaration of Covenants, Conditions, Restrictions and Easements of Ridgefield, A Subdivision in Omaha, In Douglas County, Nebraska", and filed on or about the 28<sup>th</sup> day of March, 1991 in Book 964, Page 645 in the office of the Douglas County Register of Deeds, Miscellaneous Records.

This Declaration amends and restates the Original Declaration pursuant to Article III, Section 2, of the Original Declaration.

DECLARATION

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 and attractiveness of the Lots, and the enjoyment of the

residents of the Lots. These restrictions, covenants, conditions and easements shall run with the land 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. Tenant of any Lot owner shall be bound by the terms of this Declaration, jointly and severally, with the owner. 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. After the filing of this Declaration, no residence, building, fence, wall, driveway, swimming pool, pool house, solar heating or cooling device, exterior tool shed, lighting, dog house, wind mill, tree house, antenna, flag pole, patio, patio enclosure or other material external improvement (the improvement shall be presumed material if the improvement costs more than \$5,000 or requires a permit), above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Board of Directors, of the Association (the "Board") as follows:
  - A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant or Board (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant or the Board of the Owner's mailing address.
  - B. Declarant or the Board shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant or the Board. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant or the Board to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant or the Board determines that the proposed improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a high quality residential community, Declarant or the Board may refuse approval of the proposed Improvement.
  - C. Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant or the Board.
  - D. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the Board by virtue of the authority granted to Declarant or the Board in this Section, or as a result of any act or failure to act by Declarant or the

Board with respect to any proposed Improvement.

- E. In the event the Board shall not approve any Improvement, the homeowner may resubmit for Board Approval. In the event the Board shall again deny approval, all claims, disputes and other matters in question arising out of this Agreement or the claimed breach thereof shall be decided by arbitration in accordance with the Homeowners Association Arbitration rules of the American Arbitration Association then in force unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under arbitration law. Any award rendered by the arbitrators shall be final and cannot be appealed, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Costs of arbitration shall be paid by the member requesting arbitration.

3. 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 the two and one-half stories in height.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys, if any, shall be covered with brick, or stone or other material approved in writing by the Board. The roof of all improvements shall be covered with either (i) wood shakes; (ii) wood shingles; (iii) CertainTeed "Presidential Shake" series asphalt shingles (color: "Weathered Wood") or (iv) another asphalt shingle specifically approved by the Board in writing, and meeting the following specifications: (A) a wood shingle appearance similar to the shingles described in clause (iii) of this Section 4; (B) a Class A or better fire rating; (C) a minimum 30-year manufacturer's performance warranty; (D) a minimum weight of 355lbs per 100 square feet; and (E) be of a color similar to the color of weathered wood shingles. Unless the Board or Association publishes pre-approved plans, all plans must be approved by the Board under this paragraph.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot except for home offices which, in the discretion of the Board of Directors, do not detract from the single-family nature of the lot and which do not draw frequent traffic

6. No exterior radio antenna of any sort shall be permitted on any Lot unless approved by the Declarant or Board. Owners may have television "disk" receivers of standard size without Board or Association approval.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar

vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their 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 zoning ordinances of Omaha, Nebraska.

9. No incinerator, trash burner or fuel tank (nothing in this paragraph shall prevent use of propane commonly used for grill and heating lamps) shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside of any dwelling at any time, except for pickup purposes and not in excess of eight (8) consecutive hours. 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, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant or the Board. Any fencing must be approved by the Board or by the Vice President-Grounds when so directed by the Board. No chainlink fences shall be allowed. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet other than swimming pool fences which shall be built to code.

12. All produce or vegetable gardens shall be maintained only in rear yards

13. No swimming pool shall be permitted which extends more than one foot above ground level.

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

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4)

inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant or the Board, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

19. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original Plat.

20. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Ridgefield Homeowners Association, Inc. to any Lot unless the written approval of Declarant or the Board is first obtained.

## ARTICLE II. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities Company and Sanitary and Improvement District No. 318 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, through, under and upon an eight foot (8')

wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license being granted for the use and benefit of all present and future owners of these Lots provided, however, that such licenses and easements are granted upon the specific condition that if all of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. Easements other than those described above, appear on the recorded plot of Ridgefield Second addition.

2. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

### ARTICLE III. HOMEOWNERS ASSOCIATION

1. The Association. There exists the RIDGEFIELD HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

- A. Common Areas may include, but shall not be limited to tennis court(s), islands and cul-de-sacs, park(s), signs, fencing, lighting, irrigation, city parkway and entrances to Ridgefield Homeowners Association, Inc. Common Areas may be situated on a property owned or leased by the Association, or on dedicated property.
- B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Areas, provided always that such rules and regulations are uniformly applicable to all Members. The rules and regulations may regulate, limit and restrict use of the Common Areas to Members, their families, their guests, and/or by other persons, who pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
- C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Ridgefield Homeowners Association, Inc.; and the protection and maintenance of the residential character of Ridgefield Homeowners Association, Inc.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association if the owner is in good standing and current on assessments. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having

any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Only one vote shall be cast per lot.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, may include but shall not be limited to the following:

- A. The maintenance, with respect to improvements constructed on the common area including grounds care and snow removal.
- B. The development, operation and administration of Common Areas, and the enforcement of the rules and regulations relating to the Common Areas.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, fines, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility and purchase of liability insurance coverage's for the Association or the Board of Directors of the Association and the Members.
- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.



- J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
4. Purpose of Assessments. The voluntary assessment (“dues”) levied upon the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Association and for maintenance, and other matters as more fully set out herein.
5. Annual Assessments (“Dues”). Voluntary assessments may be assessed for, but not limited to, the following:
- A. Care and maintenance of Common Areas
  - B. Reserves for replacements, repairs and maintenance and other activities of the Association as determined by the Board of Directors.
6. Each Lot and owner of each Lot shall be subject to the terms and conditions of the Articles and By-Laws of the Association.
7. Owner of each Lot shall maintain all improvements in good repair and shall keep all landscaping and lawns in a well-kept manner. The Association shall have the right to enter upon any Lot and repair or maintain any unsightly or unsafe condition after thirty (30) days written notice to the owner at last address of owner of record with the Association. The cost of repairs or maintenance shall be a lien against the Lot and personal obligation of the owner which may be enforced by the same as any assessment.

#### ARTICLE IV. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant or the Board, the Declarant or the Board or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or the Board 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 from the date this Declaration is recorded. 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. Signature of one owner shall bind the respective Lot.
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.

ARTICLE V.  
MISCELLANEOUS

1. Notices. All notices to the Board of Directors shall be sent by certified mail, receipt requested, in care of the President, or to such other address as the Board may hereafter designate from time to time. All notices to any Owner or Member shall be sent by regular mail or by e-mail at the member's request. All notices to mortgagees of Lots, shall be sent by regular U.S. mail to their respective addresses, as designated by them from time to time, in writing to the Board. All notices shall be deemed to have been given when mailed or sent, except notices of change of address which shall be deemed to have been given when received.

2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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[SIGNATURE PAGE TO AMENDED AND RESTATED DECLARATION]

5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

CERTIFICATION

The undersigned certify that this Declaration is the "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGEFIELD 2ND ADDITION, A SUBDIVISION IN OMAHA, DOUGLAS COUNTY, NEBRASKA" referred to in and adopted pursuant to an instrument signed by owners of not less than 75% of the Lots, which instrument is kept in the ordinary records of the Association.

DATE: September 3, 2013

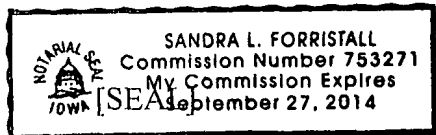
RIDGEFIELD HOMEOWNERS ASSOCIATION, INC. a Nebraska nonprofit corporation

By: Michael A. McAndrews  
NAME: Michael A. McAndrews  
ITS PRESIDENT

By: Phyllis Byrd  
NAME: Phyllis Byrd  
ITS SECRETARY

1000  
State of Nebraska )  
Pottawattomica  
County of Douglas )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2013, by Michael A. McAndrews, President, and Phyllis Byrd Secretary, of RIDGEFIELD HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation.



Sandra L. Forristall  
Notary Public

My commission expires: 9/27/14