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REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS 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, a Nebraska Limited Partnership, by and through Spring Ridge Corporation, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

**PRELIMINARY STATEMENT**

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

Lots 138 through 210, Spring Ridge, a subdivision in Douglas County, Nebraska.

The Residential Lots are situated in Spring Ridge, a primarily residential subdivision situated southeast of 180th Street and Pacific Street in Douglas County, Nebraska, and hereinafter referred to as "Spring Ridge". Spring Ridge is comprised primarily of the Residential Lots afore-described and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, Spring Ridge is a complete and complimentary development including single family residences, townhomes, duplexes, and commercial developments.

The Declarant desires to provide for the preservation of the values and amenities of Spring Ridge, for the maintenance of the character and residential integrity of Spring Ridge and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of Spring Ridge. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within Spring Ridge utilized for landscape easement, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Residential 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 Residential Lots, and the enjoyment of the residents of the Residential Lots. These restrictions, covenants, conditions and easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Residential Lot or any part

thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

## ARTICLE I RESTRICTIONS AND COVENANTS

1. Each Residential Lot shall be used exclusively for single family residential purposes, except for such Residential 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 facility for a church, school, swimming pool(s), park or other non profit use.

2. No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Residential Lot, nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described and required under Article IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.
- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Spring Ridge shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the residential Lots and to protect the value, character and residential quality of

all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the DRB may refuse approval of the proposed Improvement.

- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
  - d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.
3. All foundations shall be constructed of concrete, concrete blocks, brick or stone. If concrete or concrete block, any exposed foundation wall shall at all times be painted with a DRB approved color. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. All fireplaces or heating stove chimnies shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake asphalt, or other approved material shingles, nonetheless approved in writing by DRB.
4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Residential Lot except one sign per Residential Lot consisting of not more than eight (8) square feet, advertising the 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 Residential Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to Spring Ridge as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the Declarant deems acceptable, and such other signage as the Declarant might approve.
5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Residential Lot or on

the structures thereon. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

6. No repair 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 Residential Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Residential Lot. No unused building material, junk, or rubbish shall be left exposed on the Residential Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible.

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Residential Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any residential lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Residential 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 paragraph 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Residential dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Residential Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up 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, rubble or cutting shall be deposited on any street, road, or Residential Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

The Homeowners' Association, through its Board of Directors, may adopt for Spring Ridge a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Homeowners' Association shall have the right to require participation by all lot owners within Spring Ridge, and to collect the cost thereof through and as part of the annual assessments otherwise provided for within this Declaration.

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

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No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line unless otherwise approved by the DRB. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure unless otherwise approved in writing by the DRB.

Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence is constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

Any lot, whose Owner obtains permission to install a fence, said fence may only be constructed of wood, real or simulated wrought iron of an approved color and design, or vinyl chain link fence of a color and design approved by the DRB.

In all events the construction, placement or erection of any fence or retaining wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided.

10. No swimming pool may extend more than one foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for 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.

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Residential Lot and upon each street side of each corner Residential Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Residential Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

13. Driveway approaches between the sidewalk and curb on each Residential 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 or driveways will be permitted.

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14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Residential Lot, except for one dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specifications of the dog house and dog run, as improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure, concealed from public view.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed 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 Residential 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 Residential Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Residential Lots shall be allowed to reach a height in excess of twelve (12) inches.

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

17. No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Residential Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Spring Ridge to any Residential Lot without the written approval of the DRB.

18. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.

19. Any residence constructed within Spring Ridge, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration, whichever is greater.

## ARTICLE II HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of Spring Ridge Homeowners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of Spring Ridge, the maintenance of the character and residential

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integrity of Spring Ridge, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Spring Ridge, including:

- a. The landscaping, improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas including Outlots B and C; and signs and entrances for Spring Ridge. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to 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 Spring Ridge; and, the protection and maintenance of the residential character of Spring Ridge, as established from time to time by the Declarant.

2. Membership and Voting. For purposes of the Home Owner's Association and voting membership entitlements, Spring Ridge is divided into One Hundred Eight and Outlot A (Lots 1-108 and Outlot A) (referred to as the "Lots"). The owner of each Subdivision Lot shall be a member of this Association. For purposes of this Declaration, the term "Owner" of a Subdivision Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to the Subdivision Lot, but excluding however those parties having any interest in any of such Subdivision 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 said Subdivision Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Subdivision Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Subdivision Lot, and may not be separated from ownership of each Subdivision Lot.

The Owner of each Subdivision Lot, above defined, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

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3. **Powers and Responsibilities.** The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all 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 Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities, inclusive of Outlots A, inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near Spring Ridge.
- c. The option to uniformly paint and maintain the street light poles, on private or public property, street signage, and mail boxes. The uniform color to be utilized shall be as determined, in the normal course of business, by the DRB.
- d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association.
- e. 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 against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. 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.



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- g. 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.
  - h. 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.
  - i. 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 of the Association.
  - j. 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.
  - k. 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. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed.

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Subdivision Lot, and shall abate all dues and assessments that would otherwise be or become due in respect of any Subdivision Lot during the period such Subdivision Lot is owned by the Declarant.

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon chargeable from date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon chargeable from the date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 of this Article II.

8. Annual Dues. Unless additional assessments have been authorized in accordance with Section 9, below, the annual dues, exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.

9. Additional Assessments. In addition to the annual dues, annually the Declarant or its successors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area related facilities, fixtures and personal property.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may be abated as to individual Subdivision Lots, as provided in Section 5, above.

11. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Subdivision Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien against a lot as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment 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 foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as 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 for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Subdivision Lot. The mortgagee of any Subdivision 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 lien and right of foreclosure

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then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

13. 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 home construction or purchase money loan. Sale or transfer of any Subdivision Lot shall not affect or terminate the dues and assessment lien.

**ARTICLE III**  
**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, tennis court, 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.

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than five (5) members, who need not be members of the Association. The Declarant shall have the right to appoint all members of the DRB or such lesser number as it may choose, as long as it owns at least one lot in Spring Ridge. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in Spring Ridge, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or other termination of service of any member thereof, shall be filled by Declarant.

3. Duties of the DRB. The DRB shall have the following duties:

- a. To require submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot in Spring Ridge. The DRB may also require submission of actual samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in Spring Ridge and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of Notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.
- c. Provided there are applications to be considered or applications requested to be reconsidered, 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 standards 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, the topography of each lot and Spring Ridge in general. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of Spring Ridge as residential community. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The Design Criteria may be amended from time to time by the DRB.

Any written Design Criteria that may be issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of Covenants.

- 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 of Action for any matters described herein.

#### ARTICLE IV PROPERTY RIGHTS AND EASEMENTS

1. Common Areas. Declarant may, but need not, retain the legal title to any common area or common facility as defined hereinabove under "Preliminary Statement", so long as it owns at least one (1) lot in Spring Ridge.

2. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in Spring Ridge, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 28, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

3. Owners Easements of Enjoyment. Every owner of a lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent to and shall pass with title to such lots subject to the following:

- a. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- b. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- c. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;
- d. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- e. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 391 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, telegraph, cable television, and message service nonetheless 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 is being granted for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) 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 easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways 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. All such utility service lines from property line to dwelling shall be underground.

By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located within or placed upon any landscaping easement specified and provided within the aforementioned final plat or adopted through lot deed restrictions, nonetheless by the Declarant, Douglas County S.I.D. # 391, the Home Owners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

#### ARTICLE V NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Spring Ridge Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

#### ARTICLE VI GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Residential Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration whether to prevent, restrain or enforce

compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any owner to enforce any covenant or restrictions 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 in perpetuity. This Declaration may be amended by Declarant, a Nebraska general partnership, 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 five (5) years from this date or so long as Declarant shall own a Lot in the Ridges whichever shall last occur. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Residential Lots covered by this Declaration.

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

4. Invalidation of any covenant or provision herein 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 presents to be executed this 2 day of June, 1998.


Spring Ridge Limited Partnership, a  
Nebraska Limited Partnership, By and  
Through Spring Ridge Corporation, a  
Nebraska Corporation, General Partner  
the "Declarant"

By   
**Timothy J. McReynolds**  
President of Spring Ridge Corporation



STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) ss.

On this 2 day of June, 1998, before me a notary public, came and appeared Timothy J. McReynolds, President of Spring Ridge Corporation, General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Timothy J. McReynolds did state that he was duly authorized in his capacity as President of Spring Ridge Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of Spring Ridge, a subdivision in Douglas County, Nebraska; and, did state that he had read and was fully advised of the contents thereof; and, that such were executed in his office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership.

 Kathleen I. Gentile  
Notary Public



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GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS 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, a Nebraska Limited Partnership, by and through Spring Ridge Corporation, a Nebraska Corporation, General Partner, hereinafter referred to as "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 137 in Spring Ridge a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and herein referred to collectively as the "Lots".

Lots 1 through 135 are herein referred to collectively as the "Residential Lots" and individually as each "Residential Lot".

Lot 137 is herein referred to as the "Commerical Lot".

The Residential Lots are situated in Spring Ridge, a primarily residential subdivision situated southeast of 180th Street and Pacific Street in Douglas County, Nebraska, and hereinafter referred to as "Spring Ridge". Spring Ridge is comprised primarily of the Residential Lots aforescribed and such other or future lots within this subdivision, collectively referred to as the "Subdivision Lots". Additionally, Spring Ridge is a complete and complimentary development including single family residences, townhomes, duplexes, and commercial developments.

The Declarant desires to provide for the preservation of the values and amenities of Spring Ridge, for the maintenance of the character and residential integrity of Spring Ridge and for the acquisition, construction and maintenance of certain common facilities, landscape easements or public right of ways for the use and enjoyment of the residents of Spring Ridge. Declarant hereby defines and clarifies that throughout these covenants, the use of the terms "common areas" and "common facilities" shall be equally construed to include property within Spring Ridge utilized for landscape easement, recreational activities, sidewalks, pedestrian easements, even though such uses may not include, and may expressly limit and prohibit rights of access and use.

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NOW, THEREFORE, the Declarant hereby declares that each and all of the Residential 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 Residential Lots, and the enjoyment of the residents of the Residential Lots. These restrictions, covenants, conditions and easements shall run with said Residential Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Residential Lot or any part thereof, as is more fully described herein. The Residential Lots are and each Residential Lot is and shall be subject to all and each of the following restrictions, covenants, conditions and easements, unless expressly and purposefully exempted therefrom or modified thereto as shall be described herein:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each Residential Lot shall be used exclusively for single family residential purposes, except Lot # 98 - 104 and other lots specifically designated by Declarant which shall be utilized for Townhome development and, except for such Residential 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 facility for a church, school, swimming pool(s), park or other non profit use.

2. No residence, building, landscaping or plantscaping, mailbox, fence, wall, driveway, patio, patio enclosure, swimming pool, tennis court, basketball backboards, dog house, dog run, pool house, antenna, satellite receiving station, flag pole, tool shed, windmill, or other external improvement, above or below the ground, (herein referred to as any "Improvements") shall be constructed, erected, placed or permitted to remain on any Residential Lot, nor shall any grading, excavation or landscaping for any Improvement be commenced, except for Improvements which have been approved by the Design Review Board (DRB) in accordance with the purpose, powers and stated procedure of the DRB set forth hereafter under Article IV. In addition to the procedures and rules of the DRB, any lot owner having proposed improvements shall be subject to the following:

- a. Owner desiring to construct or erect any Improvement shall deliver two (2) complete sets each of construction plans, landscaping plans and plot plans, hereinafter collectively referred to as the "plans", to the DRB. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement and to be utilized in landscaping/plantscaping. Owner shall submit such plans to the DRB as more specifically described and required under Article

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IV; and, upon submission shall notify the DRB of the Owner's mailing address. Of the two sets of plans submitted, one shall be retained by the DRB, and one shall be returned to the Owner upon approval of the plans by the DRB, with DRB's written notation or stamp specifying approval.

- b. The DRB shall review such plans, in relation to the type and extent of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and considering any general development scheme or plans formulated and communicated to the DRB from time to time by Declarant. In this regard, Declarant intends that the Spring Ridge shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the DRB to promote development of the residential Lots and to protect the value, character and residential quality of all Lots. If DRB determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the DRB may refuse approval of the proposed Improvement.
- c. Written Notice of approval or denial of a proposed Improvement shall be mailed to the Owner at the address specified under subparagraph a. above. Such Notice shall be mailed within ten (10) days after the date the DRB meets to consider such plans. If for any reason notice of approval is not mailed, delivered, or otherwise received within such period, the Owner's request shall be deemed to have been denied. The DRB shall meet on a monthly basis, unless in a given month there are no pending requests for approval of proposed Improvements.
- d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to direct any action by Declarant, or to control, direct or influence the acts of the Declarant or the DRB with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the DRB by virtue of the authority granted to Declarant or the DRB in this Section, or as a result of any act or failure to act by the DRB with respect to any proposed Improvement.

3. All foundations shall be constructed of concrete, concrete blocks, brick or stone. If concrete or concrete block, any exposed foundation wall shall at all times be painted with a DRB approved color. All driveways must be constructed of concrete, brick, paving stone or laid stone or other material expressly

approved by the DRB. In all events there shall be no asphalt or dirt driveways permitted for any residential property. All fireplaces or heating stove chimnies shall be covered with brick, or other materials approved in writing by the DRB. The roof of all Improvements shall be covered with wood, cedar shake asphalt, or other approved material shingles, nonetheless approved in writing by DRB.

4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Residential Lot except one sign per Residential Lot consisting of not more than eight (8) square feet, advertising the 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 Residential Lot or any resident thereof. This provision shall not apply to, nor otherwise restrict, the Declarant or its authorized agents from constructing and maintaining billboard displays relative to Spring Ridge as the Declarant deems acceptable, constructing and maintaining entrance monument displays as the Declarant deems acceptable, and such other signage as the Declarant might approve.

5. No exterior television or radio antenna, satellite receiving dish or exterior solar heating or cooling device of any sort shall be permitted on any Residential Lot or on the structures thereon. Nonetheless, provided technology becomes available and the resulting, small antenna device is approved by the DRB, one (1) such device may be approved per residence.

6. No repair 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 Residential Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Residential Lot. No unused building material, junk, or rubbish shall be left exposed on the Residential Lot except during actual building operations, and then only in as neat and inconspicuous of a manner as is possible.

7. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck exceeding a three quarter ton weight registration, air craft, camper truck, recreational vehicle (RV) or similar chattel shall be maintained or stored on any part of a Residential Lot (other than in an enclosed structure) for more than three (3) days in any month. No motor vehicle may be parked or stored outside on any residential lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Residential 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 paragraph 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of such Residential dwelling or other improvements during the period of construction.

8. No incinerator or trash burner shall be permitted on any Residential Lot. No garbage or trash can or container or fuel tank shall be permitted, unless completely screened from view, except for pick up 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, rubble or cutting shall be deposited on any street, road, or Residential Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards, and may not exceed ten (10) feet by twenty (20) feet in size.

The Homeowners' Association, through its Board of Directors, may adopt for Spring Ridge a uniform refuse collection and removal method, inclusive of such issues as route, timing, containers, and contract hauler. The Homeowners' Association shall have the right to require participation by all lot owners within Spring Ridge, and to collect the cost thereof through and as part of the annual assessments otherwise provided for within this Declaration.

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

No hedges or mass planted shrubs shall be permitted more than 10 feet in front of the front building line unless otherwise approved by the DRB. No tree(s), which diameter at the base of its trunk is four inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of the DRB.

No fences or walls shall exceed a height of six (6) feet nor shall be permitted to extend beyond the front line of the main residential structure unless otherwise approved in writing by the DRB.

Owner shall be permitted, subject to DRB approval, to construct a privacy fence area, which fence is constructed of wood, real or simulated wrought iron of an approved color, or vinyl covered chain link fence of an approved color. The fence may enclose a maximum of 500' square feet in area, and must be to the rear of the residential structure.

Any lot, whose Owner obtains permission to install a fence, said fence may only be constructed of wood, real or simulated wrought iron of an approved color and design, or vinyl chain link fence of a color and design approved by the DRB.

In all events the construction, placement or erection of any fence or retaining wall on a Lot must be approved by DRB as part of owner's Improvement plans, as hereinabove provided. Any of the

following Residential Lots: 1, 57, 196, 119 or those Lots whose property line abuts Outlot B and C, and whose owner obtains permission to install a fence along such property line, said fence may only be constructed of black vinyl chain link fence approved by the DRB. Placement, including set back requirements, must be as specified and approved by the DRB. Any additional lot line then fenced must also be of the same black vinyl chain link fence.

10. No swimming pool may extend more than one (1) foot above ground level, which design and construction must be approved by the DRB. Any swimming pool must be fenced so as to be in compliance with all applicable ordinances of the City of Omaha, and must be approved by the DRB as an Improvement as hereinabove provided.

11. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for 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.

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Residential Lot and upon each street side of each corner Residential Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Residential Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision may vary to comply with any requirements of the City of Omaha.

13. Driveway approaches between the sidewalk and curb on each Residential 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 or driveways will be permitted. Any residence constructed upon the following identified Lots shall hereby have restricted entry locations, with the residence and Lot's driveway and curb cut entry restricted as specified:

See attached Exhibit "A"

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Residential Lot, except for one (1) dog house and attached dog run constructed for either one (1) or two (2) dogs; provided always that the construction plans and specification of the dog house and dog run, as Improvements, have been first approved by the DRB. A dog house and dog run shall only be allowed adjacent to and abutting the rear of the residential structure,



concealed from public view.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed 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 Residential 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 Residential Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Residential Lots shall be allowed to reach a height in excess of twelve (12) inches.

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

17. No structure of a temporary character, carport, trailer, basement, tent, treehouse, storage shed, outbuilding or shack shall be erected upon or used on any Residential Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Spring Ridge to any Residential Lot without the written approval of the DRB.

18. All utility service lines from each lot line to the dwelling or other Improvement shall be underground.

19. A residence constructed on a residential lot that is identified immediately thereafter, must be constructed so that its front exposure faces the direction indicated and street specified:

<u>Lot Number</u>	<u>House Front Facing Direction</u>	<u>Street Frontage</u>
1	East	179th Avenue
57	West	179th Avenue
104	South	Pierce St.
119	West	178th Street
120	Southeast	177th Avenue

20. Any residence constructed within Spring Ridge, shall comply with the minimum lot line, set back requirements established by applicable ordinances of the City of Omaha, or as required by this Declaration, whichever is greater.

#### ARTICLE II

## HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused the incorporation of Spring Ridge Homeowners Association, Inc., a Nebraska not for profit corporation, (hereinafter referred to as "the Association"). The Association shall have as its purpose, the preservation of the values and amenities of Spring Ridge, the maintenance of the character and residential integrity of Spring Ridge, as established by the Declarant from time to time, and the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Spring Ridge, including:

- a. The landscaping, improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, pathways and green areas including Outlots B and C; and signs and entrances for Spring Ridge. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.
- b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or by other persons, who may be required to 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 Spring Ridge; and, the protection and maintenance of the residential character of Spring Ridge, as established from time to time by the Declarant.

2. Membership and Voting. For purposes of the Home Owner's Association and voting membership entitlements, Spring Ridge is divided into One Hundred Thirty-five (135) separate lots (Lots 1-135) (referred to as the "Lots"). The owner of each Subdivision Lot shall be a member of this Association. For purposes of this Declaration, the term "Owner" of a Subdivision Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to the Subdivision Lot, but excluding however those parties having any interest in any of such Subdivision Lot merely as security for the performance of an obligation (such as a

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contract seller, the trustee or beneficiary of a Deed of Trust, or a Mortgagee). The purchaser of said Subdivision Lot by a land contract or similar instrument shall be considered to be the "Owner" of the Subdivision Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Subdivision Lot, and may not be separated from ownership of each Subdivision Lot.

The Owner of each Subdivision Lot, above defined, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Powers and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter the Association through its Board of Directors shall have all 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 Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities, inclusive of Outlots A and B, inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near Spring Ridge.
- c. The option to uniformly paint and maintain the street light poles, on private or public property, street signage, and mail boxes. The uniform color to be utilized shall be as determined, in the normal course of business, by the DRB.
- d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association.

- e. 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 against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. 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.
- g. 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.
- h. 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.
- i. 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 of the Association.
- j. 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.
- k. 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. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the various provisions of this Declaration. The dues and assessments shall be fixed from time to time and shall be payable at the times and in the manner prescribed.

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Subdivision Lot, and shall abate all dues and assessments that would otherwise be or become due in respect of any Subdivision Lot during the period such Subdivision Lot is owned by the Declarant.

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6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon chargeable from date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon chargeable from the date of delinquency through date of payment at the highest legally allowable rate, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 of this Article II.

8. Annual Dues. Unless additional assessments have been authorized in accordance with Section 9, below, the annual dues, exclusive of additional assessments, which may become due and payable in any year shall not exceed one hundred twenty-five percent (125%) of the annual dues charged in the previous calendar year.

9. Additional Assessments. In addition to the annual dues, annually the Declarant or its successors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs, including state, county or city tax assessments, of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Area related facilities, fixtures and personal property.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may be abated as to individual Subdivision Lots, as provided in Section 5, above.

11. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Subdivision Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall

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be and become a lien against a lot as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment 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 foreclose the lien against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as 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 for the charge and lien provided for herein by nonuse of the Common Area or abandonment of the Subdivision Lot. The mortgagee of any Subdivision 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 lien and right of foreclosure then existing and such mortgagee may thereupon be subrogated to any rights of the Association.

13. 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 home construction or purchase money loan. Sale or transfer of any Subdivision Lot shall not affect or terminate the dues and assessment lien.

### ARTICLE III

#### 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, tennis court, 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.

2. Design Review Board. Design review shall be performed by the Design Review Board (DRB), which shall consist of not less than five (5) members, who need not be members of the Association. The Declarant shall have the right to appoint all members of the DRB or such lesser number as it may choose, as long as it owns at least one lot in Spring Ridge. Members of the DRB as to whom the Declarant may relinquish the right to appoint, and all members of the DRB after Declarant no longer owns at least one lot in Spring Ridge, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. All members of the DRB appointed by Declarant shall serve at the pleasure of the Declarant. At any time or times, upon notice from Declarant, a member of the DRB appointed by Declarant may be immediately removed, without cause, and without recourse. The Declarant may immediately, upon giving notice of removal, appoint a replacement member to the DRB. At any time that the Board of Directors has the right to appoint one or more members of the DRB, the Board shall appoint at least one (1) architect or building contractor thereto. A meeting of not less than 80% of the members of the DRB shall constitute a quorum to transact business at any meeting of the DRB, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the DRB. Any vacancy occurring on the DRB because of death, resignation, or other termination of service of any member thereof, shall be filled by Declarant.

3. Duties of the DRB. The DRB shall have the following duties:

- a. To require submission to the DRB of two (2) complete sets of all construction plans, landscaping plans, and plot plans and specifications for any improvement or structure of any kind, including, without limitation, any residence, other building, fence, wall, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, mail box, swimming pool, tennis court, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any lot in Spring Ridge. The DRB may also require submission of actual samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the DRB to completely evaluate the proposed structure or improvement.
- b. To submit in writing to Declarant, DRB's decision for approval or denial of any improvement or structure of any kind, including without limitation, any residence, other building, fence, wall, mailbox, landscaping, driveway, patio, patio enclosure, basketball back boards, dog house, dog run, pool house, flag pole, tool shed, swim-

ming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in Spring Ridge and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The determination of the DRB, shall in all events be dispositive. In the event the vote of the DRB on an Owner's original application is not unanimous, either the Declarant or the Owner may request reconsideration of the application. A request for reconsideration must be made, in writing, to the DRB, within five (5) days of receipt of Notice of approval or denial. Reconsideration by the DRB shall occur at the DRB's next regularly scheduled meeting. In the event of approval of plans, one complete set of plans shall be returned to the Owner with DRB's written notation or stamp specifying approval.

- c. Provided there are applications to be considered or applications requested to be reconsidered, 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 standards 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, the topography of each lot and Spring Ridge in general. The establishment, the exercise and the enforcement of these standards are to assist the establishment and maintenance of the intended and expressed quality, character and aesthetics of Spring Ridge as residential community. These standards for review, as applied by the DRB, may include, without limitation, the plans, specifications, exterior colors, materials, size, location, elevation, landscaping and use



of the proposed exterior structure.

In furtherance of providing a specific expression of the standards to be utilized, in consultation with the Declarant, the DRB shall establish in advance certain standards and guidelines that it intends to follow in making its decision for approval or denial. Such standards and guidelines shall generally, and from time to time, be referred to as Design Criteria. The Design Criteria may be amended from time to time by the DRB.

Any written Design Criteria that may be issued by the DRB as a result hereof shall not limit nor otherwise impair the application of any and all additional standards or guidelines expressed within and throughout this Declaration of Covenants. Such Design Criteria shall be considered as supplemental to this Declaration of Covenants.

- 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 of Action for any matters described herein.

#### ARTICLE IV PROPERTY RIGHTS AND EASEMENTS

1. Common Areas. Declarant may, but need not, retain the legal title to any common area or common facility as defined hereinabove under "Preliminary Statement", so long as it owns at least one (1) lot in Spring Ridge.

2. In any event, on or before conveyance by Declarant of the last lot which Declarant owns in Spring Ridge, Declarant shall convey the Common Areas to the Association subject to restrictions, conditions, limitations, reservations and easements of record; subject however, to a reservation hereby for perpetual reserve to the Declarant, its successors and assigns, of the right to use and enjoy the same non-exclusive Common Utility Easements, Easements of Drainage, and Ingress and Egress Easements for the benefit of additional lands owned and to be owned by Declarant located in Section 28, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

3. Owners Easements of Enjoyment. Every owner of a lot shall have a non-exclusive common right and easement of enjoyment in Ingress and Egress in and to the Common Areas which shall be pertinent to and shall pass with title to such lots subject to the following:

- a. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- b. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- c. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;
- d. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- e. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 391 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, telegraph, cable television, and message service nonetheless 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 is being granted for the use and benefit of all present and future owners of these lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) 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 easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways 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. All such utility service lines from property line to dwelling shall be underground.

By accepting a Deed for any of the aforescribed lots, the Owner thereof acknowledges that Owner shall have no right or entitlement to construct or place a structure of any type, or fence, trees, nor shrubbery on any part thereof, nor right or entitlement to remove or alter any landscaping, trees or shrubbery located within or placed upon any landscaping easement specified and provided within the aforementioned final plat or adopted through lot deed restrictions, nonetheless by the Declarant, Douglas County S.I.D. # 391, the Home Owners Association, or their designee or successor. Notwithstanding the absence of any right or entitlement whatsoever, an Owner may seek permission from Declarant and the DRB, to plant specific plants or shrubbery within the described easement area.

ARTICLE V  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within Ridges Subdivision are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be imposed by Northwestern Bell Telephone Company or its successors and remain unpaid, then such change may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, and (2) each owner of record is sent a written statement of charge for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

ARTICLE VI  
GENERAL PROVISIONS

1. Except for the authority of powers specifically granted to the Declarant, the Declarant or any owner of a Residential Lot named herein shall have the right to enforce by a proceeding at law or in equity, including obtaining mandatory or prohibitive injunctions, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declara-

tion whether to prevent, restrain or enforce compliance relative to any violation or to recover damages resulting from such violation. Failure by the Declarant or by any owner to enforce any covenant or restrictions 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 in perpetuity. This Declaration may be amended by Declarant, a Nebraska general partnership, 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 five (5) years from this date or so long as Declarant shall own a Lot in the Ridges which ever shall last occur. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the Residential Lots covered by this Declaration.

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Any general or specific powers, authority or responsibilities reserved by or unto the Declarant throughout any provision of this Declaration, may be released, surrendered, or relinquished by Declarant at any time or times, as it elects in its sole discretion, and may be so released, surrendered or relinquished collectively or separately.

4. Invalidation of any covenant or provision herein 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 presents to be executed this 21<sup>st</sup> day of February, 1995.

Spring Ridge Limited Partnership, a  
Nebraska Limited Partnership, By and  
Through Spring Ridge Corporation, a  
Nebraska Corporation, General Partner  
the "Declarant"

By: Timothy J. McKeay  
Title: President  
President of Spring Ridge  
Corporation

STATE OF Nebraska )

COUNTY OF Douglas ) ss.

On this 21<sup>st</sup> day of February, 1995, before me a notary public, came and appeared Timothy J. McReynolds, President of Spring Ridge Corporation, General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me, Timothy J. McReynolds did state that he was duly authorized in his capacity as President of Spring Ridge Corporation, General Partner, to execute the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of Spring Ridge, a subdivision in Douglas County, Nebraska; and, did state that he had read and was fully advised of the contents thereof; and, that such were executed in his office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership.



Janice B. Cummins  
Notary Public

04/21/94  
spring/declarat

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS.

## EXHIBIT "A"

Driveway Access Restrictions

<u>Lot #</u>	<u>House Must Face</u>	<u>Driveway Access Allowed Only Off</u>
1	East	179th Avenue
16	South	Shirley Circle
22	North	Shirley Circle
25	North	Hickory Circle
29	South	Hickory Circle
57	West	179th Avenue
64	Southeast	177th Avenue
87	South	Pine Street
88	Northeast	177th Street
104	South	Pierce Street
119	West	178th Street
120	Southeast	177th Avenue

EXHIBIT "A"



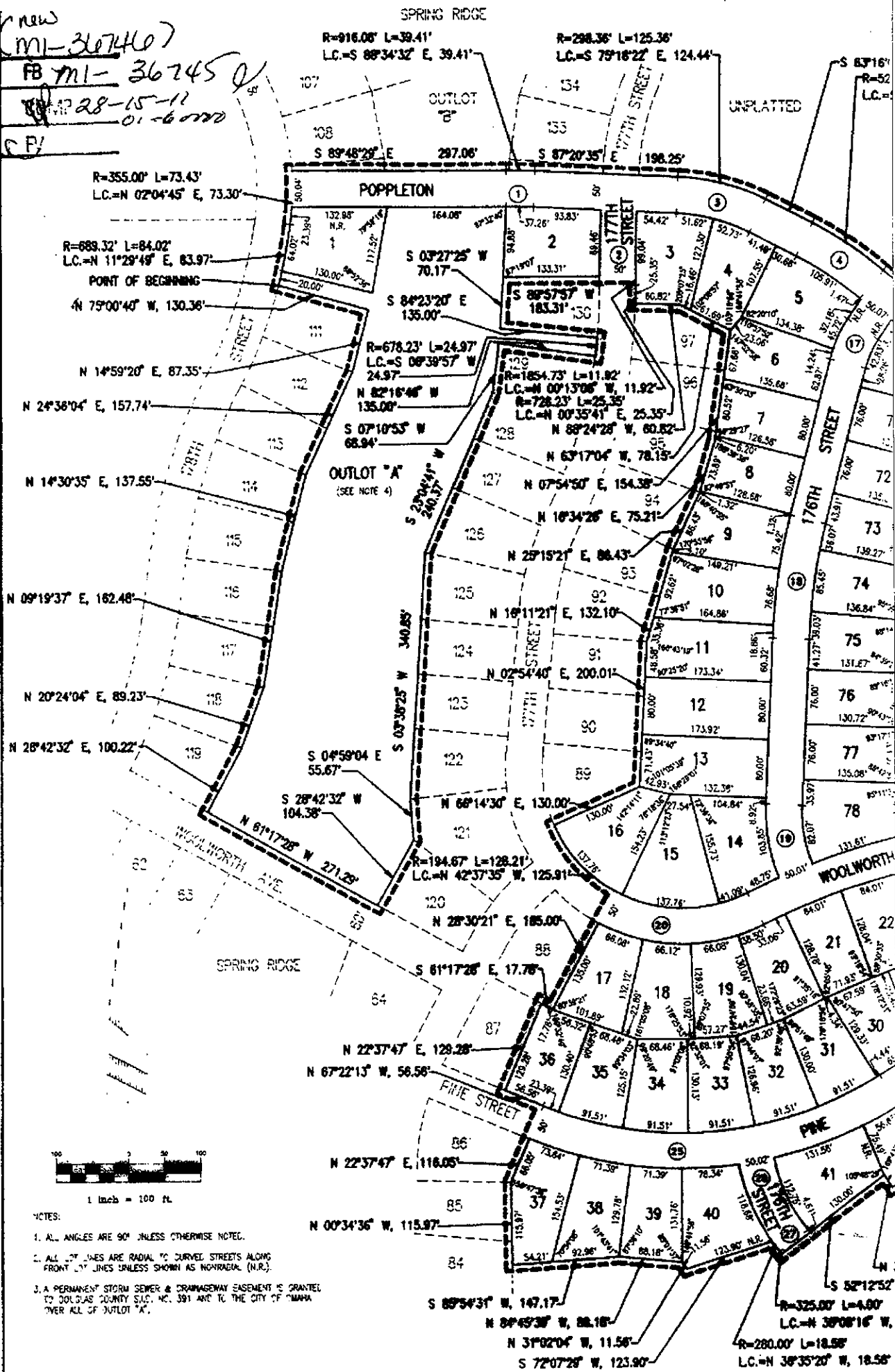
2063 126 DEED



07280 97 126-131

Jun. 16 3:45 PM '97  
Jun 16 3 45 PM '97

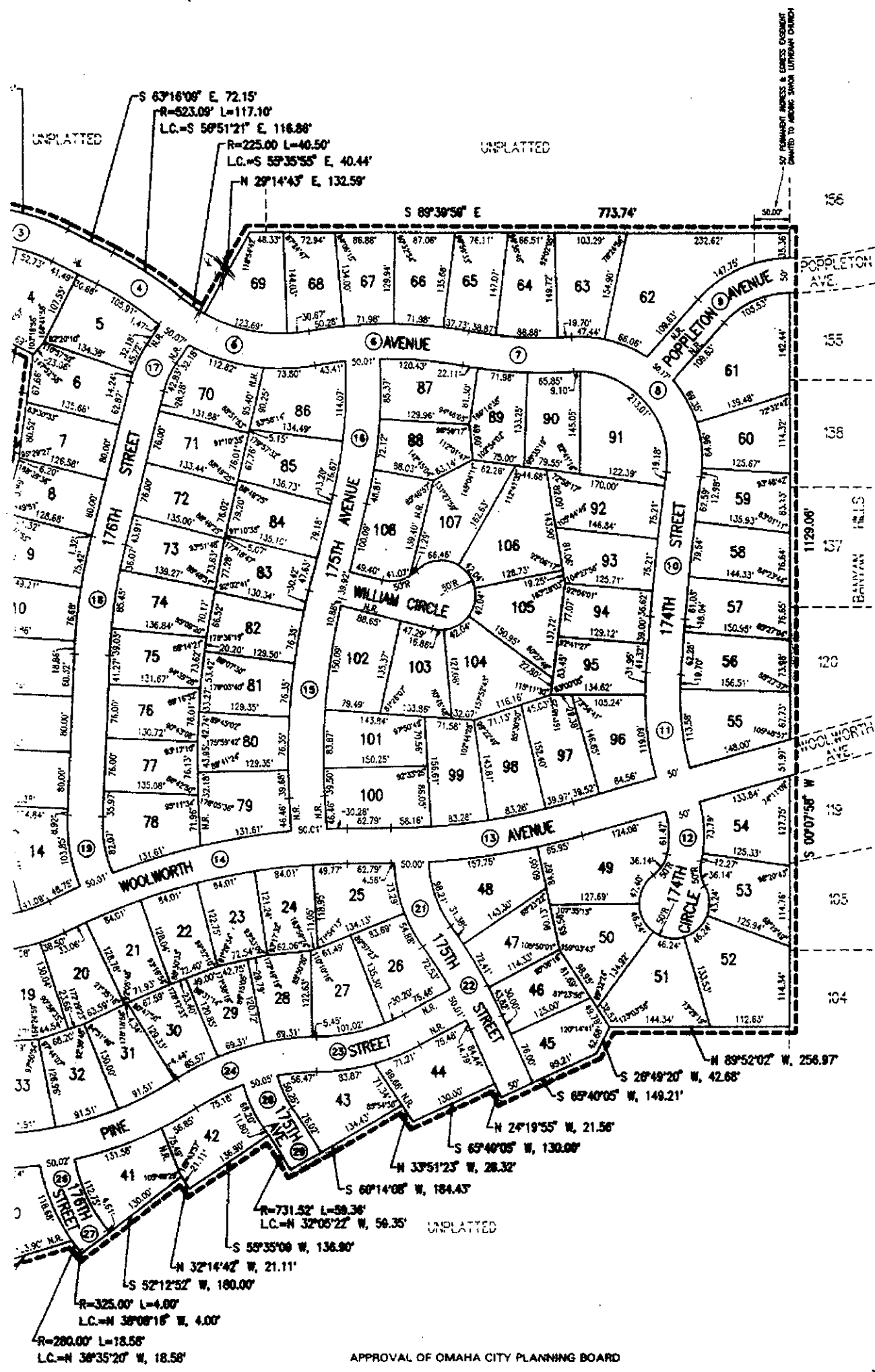
7280B (new)  
67.50A FB MI-36740  
MI-36745  
28-15-11  
01-6000  
WAND CP



NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVED STREETS ALONG FRONT LOT LINES UNLESS SHOWN AS NONRADIAL (N.R.).
3. A PERMANENT STORM SEWER & DRAINAGEWAY EASEMENT IS GRANTED TO DODGE COUNTY S.D., AC. 391 AND TO THE CITY OF MANA OVER ALL OF OUTLOT "A".

© CURVE DATA



ATTEST [Signature]  
CITY CLERK

This plat of **SPRING RIDGE REPLAT** (Lots numbered as shown) was approved by the City Planning Board on this 2nd day of October 1996.



# SPRING RIDGE REPLAT 1

LOTS 1 THRU 108 & OUTLOT "A"

BEING A REPLAT OF ALL OF LOTS 110 AND 131; PART OF LOTS 108, 132 AND OUTLOT "B"; AND PART OF THE RIGHT-OF-WAY OF 177TH STREET; ALL LOCATED IN SPRING RIDGE, A SUBDIVISION IN THE NW 1/4 OF SECTION 28; AND ALSO BEING A PLATTING OF PART OF SAID NW 1/4 OF SECTION 28; ALL IN TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

PART OF:  
NW 1/4, NW 1/4,  
NE 1/4, NW 1/4,  
SE 1/4, NW 1/4,  
SW 1/4, NW 1/4

## DEDICATION

By these presents that we, Spring Ridge Corporation, Owner, of the subdivided into lots and streets to be numbered and named as shown, said be hereafter known as SPRING RIDGE REPLAT 1 (lots numbered as shown), hereby ratify and approve of the disposition of our property, and we do hereby dedicate to public for public use the streets, avenues, and circles, and we do hereby grant as shown on this plat, we do further grant a perpetual easement to the Public Power District, U.S. West Communications and any company which may hereafter be granted a franchise to provide a cable television system in the area to be used for carrying and transmission of electric current for light, heat and power and mission of signals and sounds of all kinds including signals provided by a radio system, and the reception on, over, through, under and across a five-foot 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 lot defined as those lots forming the outer perimeter of the above-described sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide easement adjacent land is surveyed, platted and recorded, and we do further grant easement to Metropolitan Utilities District of Omaha, their successors and assigns, to install, operate, maintain, repair and renew pipelines, hydrants and other structures, and to extend thereon pipes for the transmission of gas and water on, over and across a five-foot (5') wide strip of land abutting all cul-de-sac streets, buildings or retaining walls shall be placed in the said easement ways, but shall not be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hands this 23 day of Sept, 1996.

BY: Timothy J. McReynolds formerly known as SPRING RIDGE LTD. PARTNERSHIP  
TIMOTHY J. McREYNOLDS, PRESIDENT  
CHIEF OPERATING OFFICER

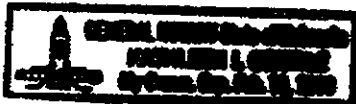
## TESTIMONY OF NOTARY

BRASKA)  
ISS  
DOUGLAS)

I, Sept, 1996, before me a Notary Public, duly commissioned in and for said County, appeared Timothy J. McReynolds, President and Chief Operating Officer of Spring Ridge Corporation, who is personally known by me and the execution thereof to be his voluntary act and deed as such officer and agent.

Witness my hand and Notarial Seal the day and year last above written.

Timothy J. McReynolds Seal



## COUNCIL ACCEPTANCE

SPRING RIDGE REPLAT 1 (Lots numbered as shown) was approved by the Board of Directors of the City of Omaha on this 23 day of Sept, 1996.

Hal Davis  
CITY CLERK  
President of Council  
PRESIDENT OF COUNCIL

## SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure the placement of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Spring Ridge Replat 1 (lots numbered as shown) being a replat of all of Lots 110 and 131, Spring Ridge, a subdivision located in the NW 1/4 of Section 28; and also part of Lots 109, 132 and Outlot "B", said Spring Ridge; and also part of the 177th Street right-of-way located in said Spring Ridge; and also being a platting of part of said NW 1/4 of Section 28; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 111, said Spring Ridge, said point also being on the East right-of-way line of 178th Street; thence Northerly along said East right-of-way line of 178th Street, on a curve to the left with a radius of 689.32 feet, a distance of 84.02 feet, said curve having a long chord which bears N11°29'49"E, a distance of 83.97 feet; thence Northerly along said East right-of-way line of 178th Street, on a curve to the left with a radius of 355.00 feet, a distance of 73.43 feet, said curve having a long chord which bears N02°04'45"E, a distance of 73.30 feet; thence S89°48'29"E, a distance of 297.08 feet; thence Easterly on a curve to the right with a radius of 916.08 feet, a distance of 39.41 feet, said curve having a long chord which bears S88°34'32"E, a distance of 39.41 feet; thence S87°20'35"E, a distance of 198.25 feet; thence Southeasterly on a curve to the right with a radius of 298.36 feet, a distance of 125.36 feet, said curve having a long chord which bears S75°18'22"E, a distance of 124.44 feet; thence S63°16'09"E, a distance of 72.15 feet; thence Southeasterly on a curve to the right with a radius of 523.09 feet, a distance of 117.10 feet, said curve having a long chord which bears S66°51'21"E, a distance of 116.86 feet; thence Southeasterly on a curve to the left with a radius of 225.00 feet, a distance of 40.50 feet, said curve having a long chord which bears S55°35'55"E, a distance of 40.44 feet; thence N29°14'43"E, a distance of 132.59 feet; thence S89°39'59"E, a distance of 773.74 feet to a point on the East line of said NW 1/4 of Section 28; said point also being on the West line of Banyan Hills, a subdivision located in the NE 1/4 of said Section 28; thence S00°07'58"W along said East line of the NW 1/4 of Section 28, said line also being said West line of Banyan Hills, a distance of 1129.06 feet; thence N89°52'02"W, a distance of 256.97 feet; thence S26°49'20"W, a distance of 42.68 feet; thence S65°40'05"W, a distance of 149.21 feet; thence N24°19'58"W, a distance of 21.56 feet; thence S65°40'05"W, a distance of 130.00 feet; thence N33°51'23"W, a distance of 28.32 feet; thence S60°14'08"W, a distance of 184.43 feet; thence Northwesterly on a curve to the left with a radius of 731.52 feet, a distance of 59.36 feet, said curve having a long chord which bears N32°05'22"W, a distance of 59.35 feet; thence S55°36'09"W, a distance of 136.90 feet; thence N32°14'42"W, a distance of 21.11 feet; thence S52°12'52"W, a distance of 180.00 feet; thence Northwesterly on a curve to the left with a radius of 325.00 feet, a distance of 4.00 feet, said curve having a long chord which bears N38°08'16"W, a distance of 4.00 feet; thence Northwesterly on a curve to the right with a radius of 280.00 feet, a distance of 18.58 feet, said curve having a long chord which bears N36°35'20"W, a distance of 18.58 feet; thence S72°07'29"W, a distance of 123.90 feet; thence N31°02'04"W, a distance of 11.58 feet; thence N84°45'39"W, a distance of 88.18 feet; thence S85°54'31"W, a distance of 147.17 feet to a point on the Easterly line of Lot 84, said Spring Ridge; thence along the Easterly line of said Spring Ridge on the following described courses; thence N00°34'38"W, a distance of 115.97 feet; thence N22°37'47"E, a distance of 118.05 feet; thence N67°22'13"W, a distance of 56.56 feet; thence N22°37'47"E, a distance of 129.28 feet; thence S61°17'28"E, a distance of 17.78 feet; thence N28°30'21"E, a distance of 185.00 feet; thence Northwesterly on a curve to the right with a radius of 194.67 feet, a distance of 128.21 feet, said curve having a long chord which bears N42°37'35"W, a distance of 125.91 feet; thence N66°14'30"E, a distance of 130.00 feet; thence N02°54'40"E, a distance of 200.01 feet; thence N16°11'21"E, a distance of 132.10 feet; thence N25°15'21"E, a distance of 86.43 feet; thence N16°34'26"E, a distance of 78.21 feet; thence N07°54'50"E, a distance of 154.38 feet; thence N63°17'04"W, a distance of 78.15 feet; thence N88°24'28"W, a distance of 80.82 feet to the Northwest corner of Lot 97, said Spring Ridge, said point also being on the East right-of-way line of said 177th Street; thence Northerly along said East right-of-way line of 177th Street, on a curve to the left with a radius of 728.23 feet, a distance of 25.35 feet, said curve having a long chord which bears N00°35'41"E, a distance of 25.35 feet; thence Northerly along said East right-of-way line of 177th Street, on a curve to the right with a radius of 1854.73 feet, a distance of 11.92 feet, said curve having a long chord which bears N00°13'06"W, a distance of 11.92 feet; thence S89°57'57"W along the North line of Lot 130, said Spring Ridge, and the Easterly extension thereof, a distance of 183.31 feet to the Northwest corner of said Lot 130, Spring Ridge, said point also being on the Easterly line of said Outlot "B", Spring Ridge, thence along said Easterly line of Outlot "B", Spring Ridge, on the following described courses; thence S03°27'25"W, a distance of 70.17 feet; thence S84°23'20"E, a distance of 135.90 feet; thence Southerly on a curve to the right with a radius of 678.23 feet, a distance of 24.97 feet, said curve having a long chord which bears S06°39'57"W, a distance of 24.97 feet; thence N82°16'46"W, a distance of 135.00 feet; thence S07°10'53"W, a distance of 88.94 feet; thence S23°04'41"W, a distance of 240.37 feet; thence S03°38'25"W, a distance of 340.85 feet; thence S04°59'04"E, a distance of 85.87 feet; thence S26°42'32"W, a distance of 104.38 feet to the Southeast corner of said Outlot "B", Spring Ridge, said point also being the Southwest corner of Lot 120, said Spring Ridge, said point also being on the Northerly right-of-way line of Woolworth Avenue; thence N61°17'28"W along said Northerly right-of-way line of Woolworth Avenue, a distance of 271.29 feet to the Southwest corner of said Outlot "B", Spring Ridge, said point also being the Southeast corner of Lot 119, said Spring Ridge.



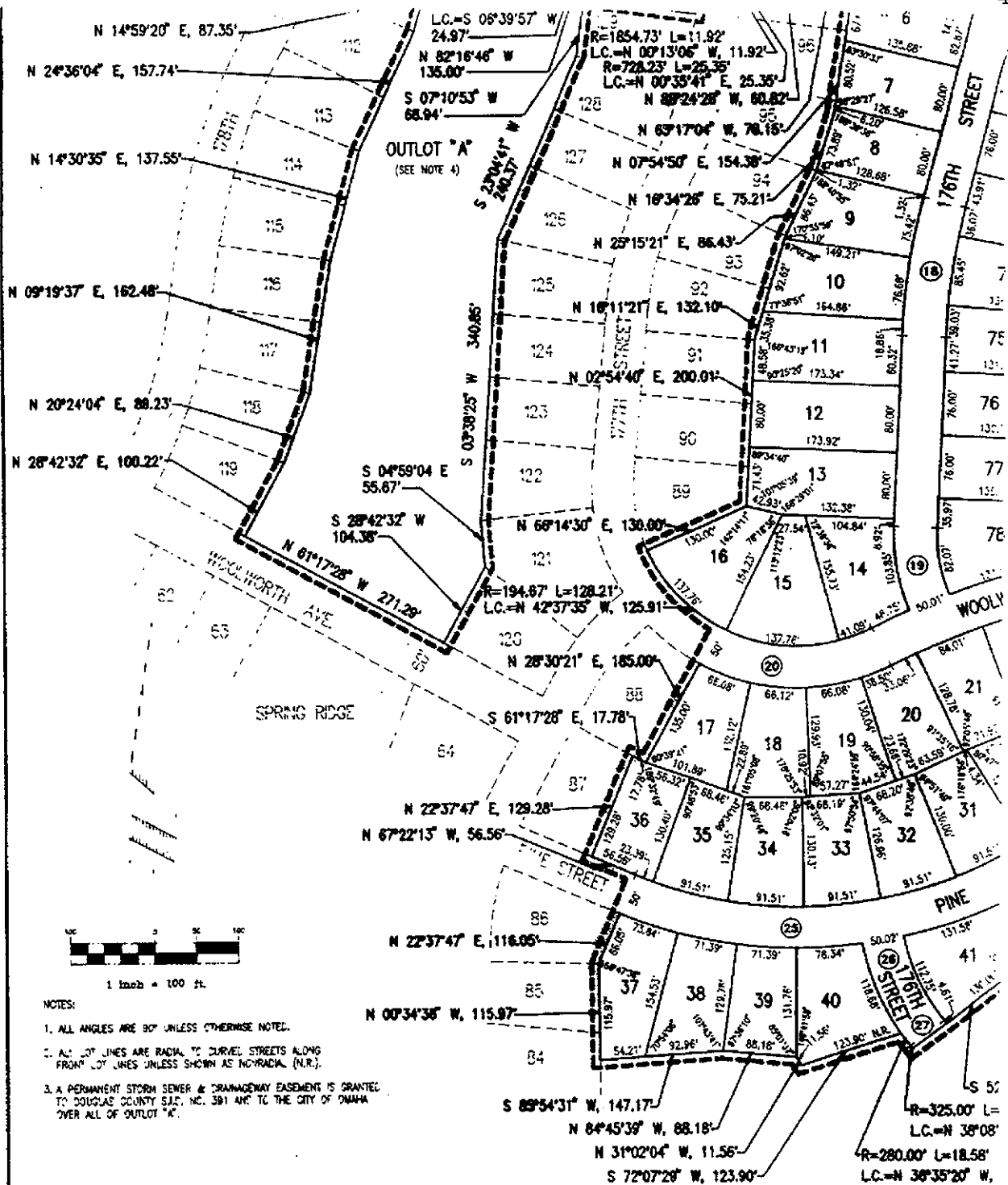
E&A CONSULTING GROUP

SPRING RIDGE REPLAT 1

PLAT

12001 'D' STREET • OMAHA, NE 68137 • (402) 895-4700 • FAX (402) 895-3599

OMAHA, NEBRASKA



# NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVED STREETS ALONG FROM LOT LINES UNLESS SHOWN AS NON-RADIAL (N.R.).
3. A PERMANENT STORM SEWER & DRAINAGEWAY EASEMENT IS GRANTED TO DOUGLAS COUNTY S.E. 1/4, SEC. 381 AND TO THE CITY OF OMAHA OVER ALL OF OUTLOT "A".

## Curve Data

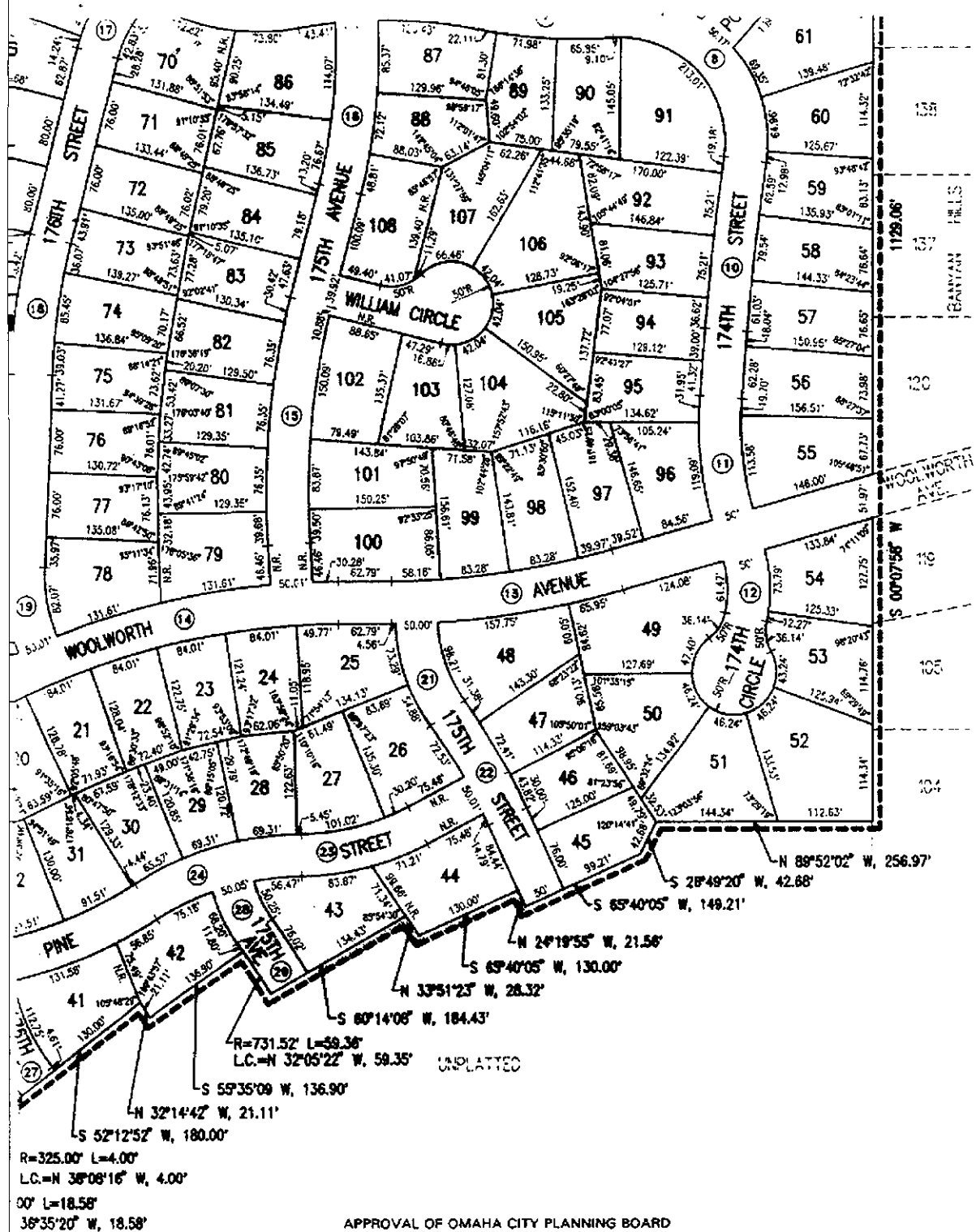
CURVE	RADIUS	LENGTH	CHORD	DELTA
1	851.08	38.34	19.17	02°27'34"
2	1879.73	88.29	44.15	02°41'28"
3	273.36	114.86	58.29	24°04'28"
4	498.09	111.51	55.99	12°48'37"
5	250.02	216.51	115.57	49°37'15"
6	615.00	222.81	112.89	20°46'03"
7	615.00	153.70	77.25	14°19'08"
8	150.00	286.54	184.81	10°48'57"
9	150.00	126.84	67.37	46°22'25"
10	3357.83	204.69	102.38	0°30'50"
11	400.00	142.16	71.84	20°21'47"
12	150.00	73.77	37.65	28°10'41"
13	1000.00	271.48	136.58	19°33'17"
14	918.90	430.56	219.30	28°49'03"
15	933.45	281.38	146.87	17°53'01"
16	638.19	198.52	100.07	17°43'26"
17	150.00	51.39	25.95	19°37'50"
18	797.00	185.75	83.18	11°54'57"
19	213.30	92.96	47.23	28°57'40"
20	219.67	212.59	115.45	59°27'00"
21	188.90	113.19	58.35	34°19'46"
22	683.11	142.47	71.48	11°44'38"
23	300.00	143.15	72.96	27°20'22"
24	350.00	185.87	100.47	32°01'54"
25	530.00	308.38	276.29	59°04'00"
26	255.00	125.01	63.79	28°05'15"
27	350.00	4.39	2.15	00°42'17"
28	165.00	58.23	29.94	20°33'58"
29	758.52	73.59	36.83	09°34'25"

## COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due on property described in the Surveyor's Certificate and embraced by the records of this office.

*[Signature]* 11-22  
COUNTY TREASURER  
JULIE M. HANEY  
DATE  
6-97

IMPRINTED  
REGISTER C



cables for the carrying and transmits for the transmission of signals and cable television system, and the rec (5') wide strip of land abutting all fr strip of land abutting the rear boun wide strip of land abutting the rear lots is herein defined as those lots addition. Said sixteen-foot (16') wi strip when the adjacent land is sur a perpetual easement to Metropol assions, to erect, install, operate, m related facilities, and to extend the through, under and across a five-fo No permanent buildings or retaining the same may be used for gardens, then or later interfere with the afo

In witness whereof, we do set our

SPRING RIDGE CORPORATION

BY: *Timothy J. Reynolds*  
TIMOTHY J. REYNOLDS  
AND CHIEF OPERATING OFFICER

ACKNOWLEDGEMENT OF NOTAR  
STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

On this 23 day of Sept, 1996, I  
and qualified in and for said County  
Chief Operating Officer of Spring Ri  
to be the identical person whose  
acknowledged the execution thereof  
of said corporation.

WITNESS my hand and Notarial St

*Kathleen L. Jeffries*  
Notary Public

NOTAR  
REGIS

OMAHA CITY COUNCIL ACCEPTA

This plat of SPRING RIDGE REPLAT  
City Council of Omaha on this 2

MAYOR

ATTEST *Deborah*  
CITY CLERK

IMPRIN  
REGIST

APPROVAL OF CITY ENGINEER OF

I hereby approve this plat of SPRIN  
to the Design Standards this 7

*Larry L. He*  
CITY ENGINEER

I hereby certify that adequate provis  
53 of the Omaha Municipal Code.

*Larry L. He*  
CITY ENGINEER

APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of SPRING RIDGE REPLAT (Lots numbered as shown) was approved by the  
City Planning Board on this 2nd day of October, 1996.

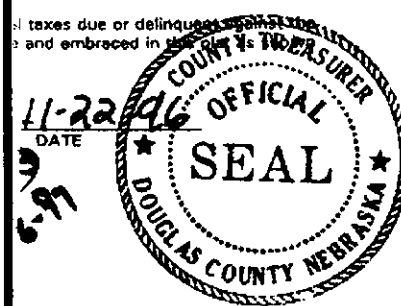
*Kathleen Jeffries*  
CHAIRMAN OF CITY PLANNING BOARD

REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of SPRING RIDGE REPLAT (Lots numbered as shown) was reviewed by  
the office of the Douglas County Engineer on this 25th day of Sept, 1996.

*[Signature]*  
DOUGLAS COUNTY ENGINEER

IMPRINTED SEAL  
REGISTER OF DEEDS



INTED SEAL  
STER OF DEEDS

transmission of signals and sounds of all kinds including signals provided by a communication system, and the reception on, over, through, under and across a five-foot 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 lot is defined as those lots forming the outer perimeter of the above-described subdivision and sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide easement if the adjacent land is surveyed, platted and recorded, and we do further grant an easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other facilities, and to extend thereon pipes for the transmission of gas and water on, over, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No buildings or retaining walls shall be placed in the said easement ways, but they may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

whereof, we do set our hands this 23 day of Sept 1996.

DGE CORPORATION formerly known as SPRING RIDGE LTD. PARTNERSHIP

Timothy J. McReynolds  
TIMOTHY J. McREYNOLDS, PRESIDENT  
CHIEF OPERATING OFFICER

#### EDGEMENT OF NOTARY

NEBRASKA)  
JSS  
F DOUGLAS)

day of Sept, 1996, before me a Notary Public, duly commissioned in and for said County, appeared Timothy J. McReynolds, President and Chief Operating Officer of Spring Ridge Corporation, who is personally known by me and is a legal person whose name is affixed to the dedication on this plat, and he acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

by hand and Notarial Seal the day and year last above written.

Blanch C. Steele Seal  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

#### TY COUNCIL ACCEPTANCE

SPRING RIDGE REPLAT 1 (Lots numbered as shown) was approved by the Board of Omaha on this 23 day of Sept, 1996.

Hal Davis  
CITY CLERK  
Robert Clark  
PRESIDENT OF COUNCIL

IMPRINTED SEAL  
REGISTER OF DEEDS

#### OF CITY ENGINEER OF OMAHA

approve this plat of SPRING RIDGE REPLAT 1 (Lots numbered as shown) as conforming to the Standards this 23 day of Sept, 1996.

R. Neumann  
CITY ENGINEER

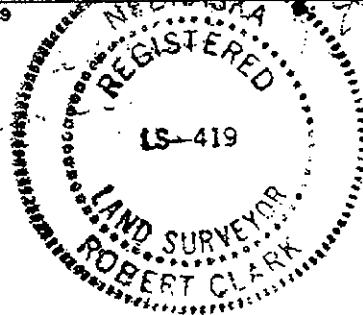
certify that adequate provisions have been made for compliance with Chapter 21-100 of the Omaha Municipal Code.

R. Neumann 11-25-96  
CITY ENGINEER Date

Beginning at the Northwest corner of Lot 111, said Spring Ridge, said point also being on the East right-of-way line of 178<sup>th</sup> Street; thence Northerly along said East right-of-way line of 178<sup>th</sup> Street, on a curve to the left with a radius of 689.32 feet, a distance of 84.02 feet, said curve having a long chord which bears N11°29'49"E, a distance of 83.97 feet; thence Northerly along said East right-of-way line of 178<sup>th</sup> Street, on a curve to the left with a radius of 355.00 feet, a distance of 73.43 feet, said curve having a long chord which bears N02°04'45"E, a distance of 73.30 feet; thence S69°48'29"E, a distance of 297.06 feet; thence Easterly on a curve to the right with a radius of 916.08 feet, a distance of 39.41 feet, said curve having a long chord which bears S88°34'32"E, a distance of 39.41 feet; thence S87°20'35"E, a distance of 198.25 feet; thence Southeasterly on a curve to the right with a radius of 298.36 feet, a distance of 125.36 feet, said curve having a long chord which bears S75°18'22"E, a distance of 124.44 feet; thence S63°16'09"E, a distance of 72.15 feet; thence Southeasterly on a curve to the right with a radius of 523.09 feet, a distance of 117.10 feet, said curve having a long chord which bears S56°51'21"E, a distance of 116.86 feet; thence Southeasterly on a curve to the left with a radius of 225.00 feet, a distance of 40.50 feet, said curve having a long chord which bears S55°36'55"E, a distance of 40.44 feet; thence N29°14'43"E, a distance of 132.59 feet; thence S89°39'59"E, a distance of 773.74 feet to a point on the East line of said NW 1/4 of Section 28, said point also being on the West line of Banyan Hills, a subdivision located in the NE 1/4 of said Section 28; thence S00°07'58"W along said East line of the NW 1/4 of Section 28, said line also being said West line of Banyan Hills, a distance of 1129.06 feet; thence N89°52'02"W, a distance of 256.97 feet; thence S26°49'20"W, a distance of 42.68 feet; thence S65°40'05"W, a distance of 149.21 feet; thence N24°19'55"W, a distance of 21.56 feet; thence S65°40'05"W, a distance of 130.00 feet; thence N33°51'23"W, a distance of 28.32 feet; thence S60°14'08"W, a distance of 184.43 feet; thence Northwesterly on a curve to the left with a radius of 731.52 feet, a distance of 59.36 feet, said curve having a long chord which bears N32°05'22"W, a distance of 59.35 feet; thence S55°35'09"W, a distance of 136.90 feet; thence N32°14'42"W, a distance of 21.11 feet; thence S52°12'52"W, a distance of 180.00 feet; thence Northwesterly on a curve to the left with a radius of 325.00 feet, a distance of 4.00 feet, said curve having a long chord which bears N38°08'16"W, a distance of 4.00 feet; thence Northwesterly on a curve to the right with a radius of 280.00 feet, a distance of 18.58 feet, said curve having a long chord which bears N36°35'20"W, a distance of 18.58 feet; thence S72°07'29"W, a distance of 123.90 feet; thence N31°02'04"W, a distance of 11.56 feet; thence N84°45'39"W, a distance of 88.18 feet; thence S85°54'31"W, a distance of 147.17 feet to a point on the Easterly line of Lot 84, said Spring Ridge; thence along the Easterly line of said Spring Ridge on the following described courses; thence N00°34'36"W, a distance of 115.97 feet; thence N22°37'47"E, a distance of 116.05 feet; thence N67°22'13"W, a distance of 56.56 feet; thence N22°37'47"E, a distance of 129.28 feet; thence S61°17'28"E, a distance of 17.78 feet; thence N28°30'21"E, a distance of 185.00 feet; thence Northwesterly on a curve to the right with a radius of 194.67 feet, a distance of 128.21 feet, said curve having a long chord which bears N42°37'35"W, a distance of 125.91 feet; thence N86°14'30"E, a distance of 130.00 feet; thence N02°54'40"E, a distance of 200.01 feet; thence N16°11'21"E, a distance of 132.10 feet; thence N25°15'21"E, a distance of 86.43 feet; thence N16°34'26"E, a distance of 75.21 feet; thence N07°54'50"E, a distance of 154.38 feet; thence N83°17'04"W, a distance of 78.15 feet; thence N88°24'28"W, a distance of 80.82 feet to the Northwest corner of Lot 97, said Spring Ridge, said point also being on the East right-of-way line of said 177<sup>th</sup> Street; thence Northerly along said East right-of-way line of 177<sup>th</sup> Street, on a curve to the left with a radius of 726.23 feet, a distance of 25.35 feet, said curve having a long chord which bears N00°35'41"E, a distance of 25.35 feet; thence Northerly along said East right-of-way line of 177<sup>th</sup> Street, on a curve to the right with a radius of 1854.73 feet, a distance of 11.92 feet, said curve having a long chord which bears N00°13'06"W, a distance of 11.92 feet; thence S89°57'57"W along the North line of Lot 130, said Spring Ridge, and the Easterly extension thereof, a distance of 183.31 feet to the Northwest corner of said Lot 130, Spring Ridge, said point also being on the Easterly line of said Outlot "B", Spring Ridge, thence along said Easterly line of Outlot "B", Spring Ridge, on the following described courses; thence S03°27'25"W, a distance of 70.17 feet; thence S84°23'20"E, a distance of 135.00 feet; thence Southerly on a curve to the right with a radius of 678.23 feet, a distance of 24.97 feet, said curve having a long chord which bears S06°39'57"W, a distance of 24.97 feet; thence N82°16'46"W, a distance of 135.00 feet; thence S07°10'53"W, a distance of 68.94 feet; thence S23°04'41"W, a distance of 240.37 feet; thence S03°38'25"W, a distance of 340.85 feet; thence S04°59'04"E, a distance of 55.67 feet; thence S28°42'32"W, a distance of 104.38 feet to the Southeast corner of said Outlot "B", Spring Ridge, said point also being the Southwest corner of Lot 120, said Spring Ridge, said point also being on the Northerly right-of-way line of Woolworth Avenue; thence N61°17'28"W along said Northerly right-of-way line of Woolworth Avenue, a distance of 271.29 feet to the Southwest corner of said Outlot "B", Spring Ridge, said point also being the Southeast corner of Lot 119, said Spring Ridge; thence along the Westerly line of said Outlot "B", Spring Ridge, on the following described courses; thence N28°42'32"E, a distance of 100.22 feet; thence N20°24'04"E, a distance of 89.23 feet; thence N09°19'37"E, a distance of 162.48 feet; thence N14°30'35"E, a distance of 137.55 feet; thence N24°36'04"E, a distance of 157.74 feet; thence N14°59'20"E, a distance of 87.35 feet; thence N76°00'40"W, a distance of 130.36 feet to the point of beginning.

Said tract of land contains an area of 42.101 acres, more or less.

Robert Clark Sept. 25, 1996  
Robert Clark, LS-419 Date



IMPRINTED SEAL  
REGISTER OF DEEDS

E&A CONSULTING

12001 "Q" STREET • OMAHA, NE 68131

SPRING RIDGE REPLAT 1

OMAHA, NEBRASKA

FINAL PLAT

PLAT NO.	9-6-96
BOOK	93077.1
PAGE	1
DATE	11-25-96
BY	RLS
CHECKED BY	TRH
RECORDED BY	



1992 048 DEED



15037 94 048-053

POINT OF BEGINNING  
NORTHWEST CORNER  
SECTION 28-15-11

S 89°39'59" E

PACIFIC STREET

ADDITIONAL RIGHT-OF-WAY DEDICATION

1524.19'

EXISTING PERMANENT EASEMENT MISC. BK. 912, PG. 138

86.00'	76.00'	76.00'	76.00'	85.00'	76.00'
104	103	102	101	OUTLOT "A" (SEE NOTE 4)	100
86.00'	76.00'	76.00'	76.00'	65.00'	76.00'

PIERCE STREET

137

136

NOTE:  
ONLY ONE SHARED RIGHT-IN, RIGHT-OUT VEHICULAR ACCESS  
WILL BE ALLOWED TO 180TH STREET FOR LOTS 136 & 137.

2648.75'

180TH STREET

N 00°00'10" E

179TH STREET

WOOLWORTH STREET

PINE STREET

HICKORY CIR.

AVENUE

AVENUE

OUTLOT "C"

OUTLOT "B" (SEE NOTE 4)

AVENUE

PINE STREET

AVENUE

OUTLOT "D"

AVENUE

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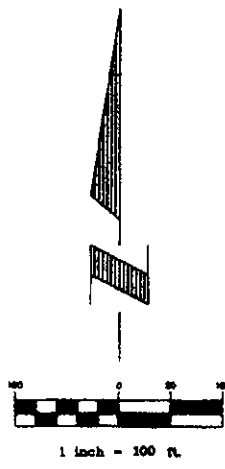
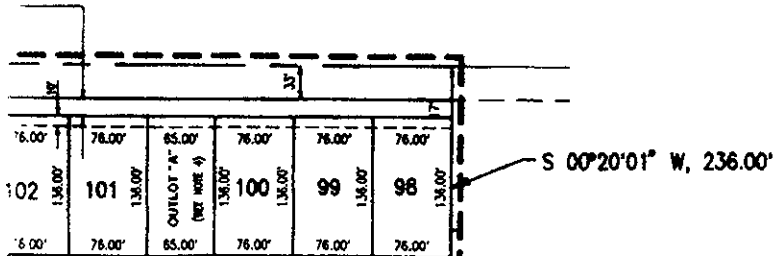
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AVENUE

# SPRING

LOTS 1 THRU 137 INCLUSIVE

BEING A PLATING OF PART OF THE NW 1/4 OF SECTION 16, T24N, R10E, S12E, DOUGLAS COUNTY, NEBRASKA.



## APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of SPRING RIDGE (Lots 1 thru 137) was presented to the Planning Board on the 2nd day of

CHAIRMAN OF CITY PLANNING BOARD

## REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of the SPRING RIDGE (Lots 1 thru 137) was presented to the Douglas County Engineer on the

DOUGLAS COUNTY ENGINEER

RECEIVED

NOV 14 1 42 PM '94

## OMAHA CITY COUNCIL ACCEPTANCE

This plat of SPRING RIDGE (Lots 1 thru 137) was presented to the Council of Omaha on this day of

MAYOR

ATTEST CITY CLERK

## COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular property described in the Surveyor's Certificate by the records of this office.

COUNTY TREASURER

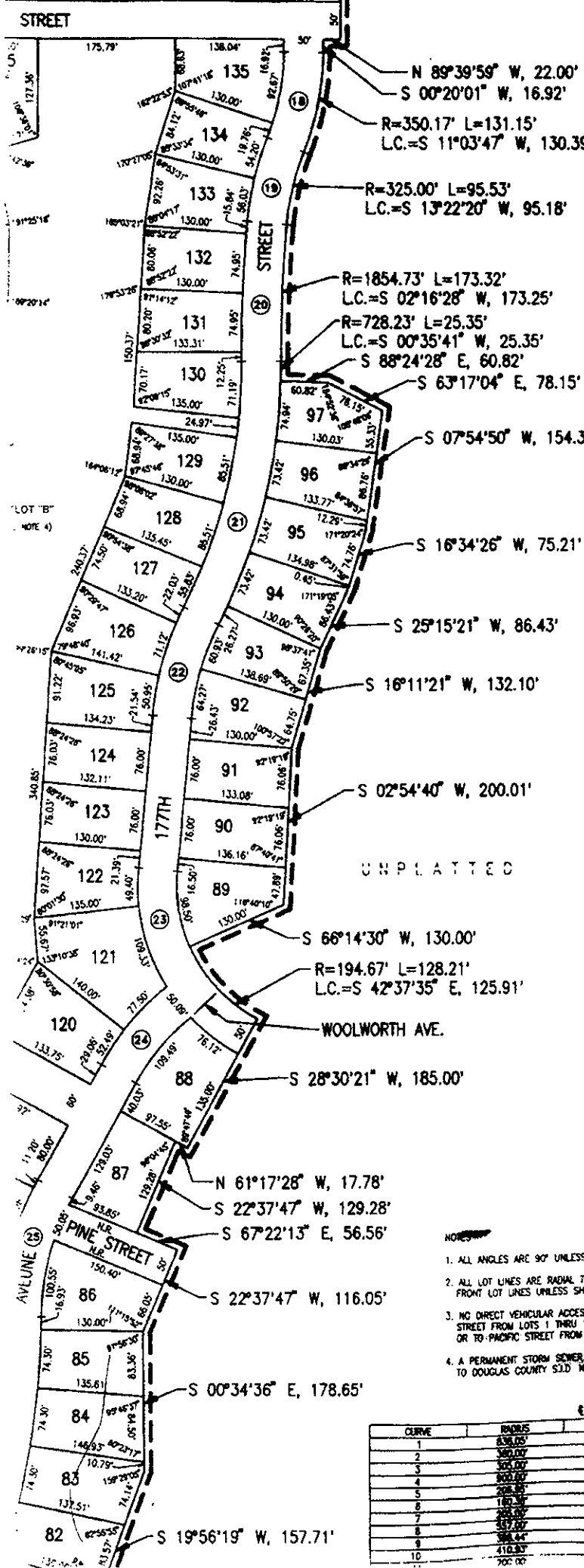
## APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of SPRING RIDGE Design Standards this 17 day of

CITY ENGINEER

I hereby certify that adequate provisions of 53 of the Omaha Municipal Code.

CITY ENGINEER



- NOTES
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
  2. ALL LOT LINES ARE RADIAL TO CURVED STREETS ALONG FRONT LOT LINES UNLESS SHOWN AS MONORADIAL (M.R.).
  3. NO DIRECT VEHICULAR ACCESS WILL BE ALLOWED TO 180TH STREET FROM LOTS 1 THRU 11 INCLUSIVE AND LOTS 19 AND 20; OR TO PACIFIC STREET FROM LOTS 96 THRU 104 INCLUSIVE, & LOT 137.
  4. A PERMANENT STORM SEWER & DRAINAGEWAY EASEMENT IS GRANTED TO DOUGLAS COUNTY S.D. NO. 381 OVER ALL OF OUTLOTS A, B, & C.

### CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	838.00'	419.89'	214.44'	28°42'21"
2	500.00'	163.44'	99.12'	30°47'12"
3	500.00'	146.35'	74.83'	27°28'58"
4	800.00'	316.80'	180.13'	20°18'38"
5	200.00'	261.69'	247.37'	100°18'07"
6	180.00'	84.00'	48.61'	53°43'28"
7	200.00'	147.87'	77.32'	41°18'47"
8	307.00'	288.32'	201.30'	38°44'24"
9	308.44'	126.77'	84.70'	27°24'05"
10	410.00'	180.71'	97.10'	28°35'26"

# VG RIDGE

INCLUSIVE & OUTLOTS 'A', 'B', & 'C'

ALL  
OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 11 EAST OF  
63A

NE  
NW  
SE  
SW

## SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat, and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in SPRING RIDGE (lots numbered as shown), being a platting of part of the NW 1/4 of Section 28, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Section 28; thence S89°39'59"E (assumed bearing) along the North line of said Section 28, a distance of 1524.19 feet; thence S00°20'01"W, a distance of 236.00 feet; thence N89°39'59"W, a distance of 22.00 feet; thence S00°20'01"W, a distance of 16.92 feet; thence Southerly on a curve to the right with a radius of 350.17 feet, a distance of 131.15 feet, said curve having a long chord which bears S11°03'47"W, a distance of 130.39 feet; thence Southerly on a curve to the left with a radius of 325.00 feet, a distance of 95.53 feet, said curve having a long chord which bears S13°22'20"W, a distance of 95.18 feet; thence Southerly on a curve to the left with a radius of 1854.73 feet, a distance of 173.25 feet, said curve having a long chord which bears S02°16'28"W, a distance of 173.25 feet; thence Southerly on a curve to the right with a radius of 728.23 feet, a distance of 25.35 feet, said curve having a long chord which bears S00°35'41"W, a distance of 25.35 feet; thence S88°24'28"E, a distance of 80.82 feet; thence S63°17'04"E, a distance of 78.15 feet; thence S07°54'50"W, a distance of 154.38 feet; thence S16°34'26"W, a distance of 75.21 feet; thence S25°15'21"W, a distance of 86.43 feet; thence S16°11'21"W, a distance of 132.10 feet; thence S02°54'40"W, a distance of 200.01 feet; thence S66°14'30"W, a distance of 130.00 feet; thence Southeasterly on a curve to the left with a radius of 194.67 feet, a distance of 128.21 feet, said curve having a long chord which bears S42°37'35"E, a distance of 125.91 feet; thence S28°30'21"W, a distance of 185.00 feet; thence N61°17'28"W, a distance of 17.78 feet; thence S22°37'47"W, a distance of 129.28 feet; thence S67°22'13"E, a distance of 56.56 feet; thence S22°37'47"W, a distance of 116.05 feet; thence S00°34'36"E, a distance of 178.65 feet; thence S19°56'19"W, a distance of 157.71 feet; thence S18°37'23"W, a distance of 125.77 feet; thence S26°31'16"W, a distance of 40.39 feet; thence S17°20'38"W, a distance of 132.79 feet; thence Northwesterly on a curve to the right with a radius of 700.00 feet, a distance of 72.55 feet, said curve having a long chord which bears N69°41'15"W, a distance of 72.52 feet; thence S23°16'55"W, a distance of 118.24 feet; thence S69°19'58"E, a distance of 85.69 feet; thence S17°16'52"W, a distance of 39.05 feet to a point on the South line of said NW 1/4 of Section 28; thence N89°41'35"W along said South line of the NW 1/4 of Section 28, a distance of 1074.96 feet to the West 1/4 corner of said Section 28; thence N00°00'10"E along the West line of said Section 28, a distance of 2648.75 feet to the point of beginning.

## PLANNING BOARD

(as numbered as shown) was approved by the City  
on this February 1994.

## BOARD

## ENGINEER

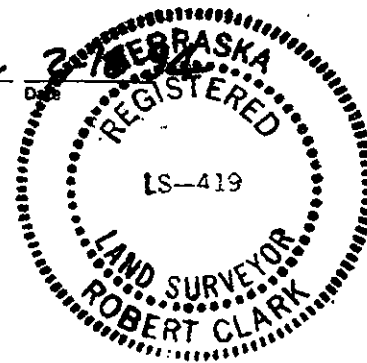
(as numbered as shown) was reviewed by the office  
on this February 1994.

## COUNCIL

(as numbered as shown) was approved by the City  
on this September 1994.

PRESIDENT OF COUNCIL

Robert Clark  
Robert Clark, LS-419



## DEDICATION

Know all men by these presents that we, Spring Ridge Corporation, Owner, of the property described in the Certification of Survey and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as SPRING RIDGE (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property, and we do hereby dedicate to the public for public use the streets, avenues, and circles, and we do hereby grant the easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current, for heat, light 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 addition. 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 do further grant a perpetual easement to Metropolitan Utilities District of Omaha, 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 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.

In witness whereof, we do set our hands this 22nd day of Feb 1994.

SPRING RIDGE CORPORATION

Timothy J. McReynolds  
BY: TIMOTHY J. MC REYNOLDS, PRESIDENT  
AND CHIEF OPERATING OFFICER

## OMAHA

VG RIDGE (Lots numbered as shown) as to the  
March 1994.

ons have been made for compliance with Chapter

Date

11-14-94



ELLIOTT & ASSOCIATES

5316 SOUTH 132ND STREET • OMAHA, NE 68137 • (402)895-4700

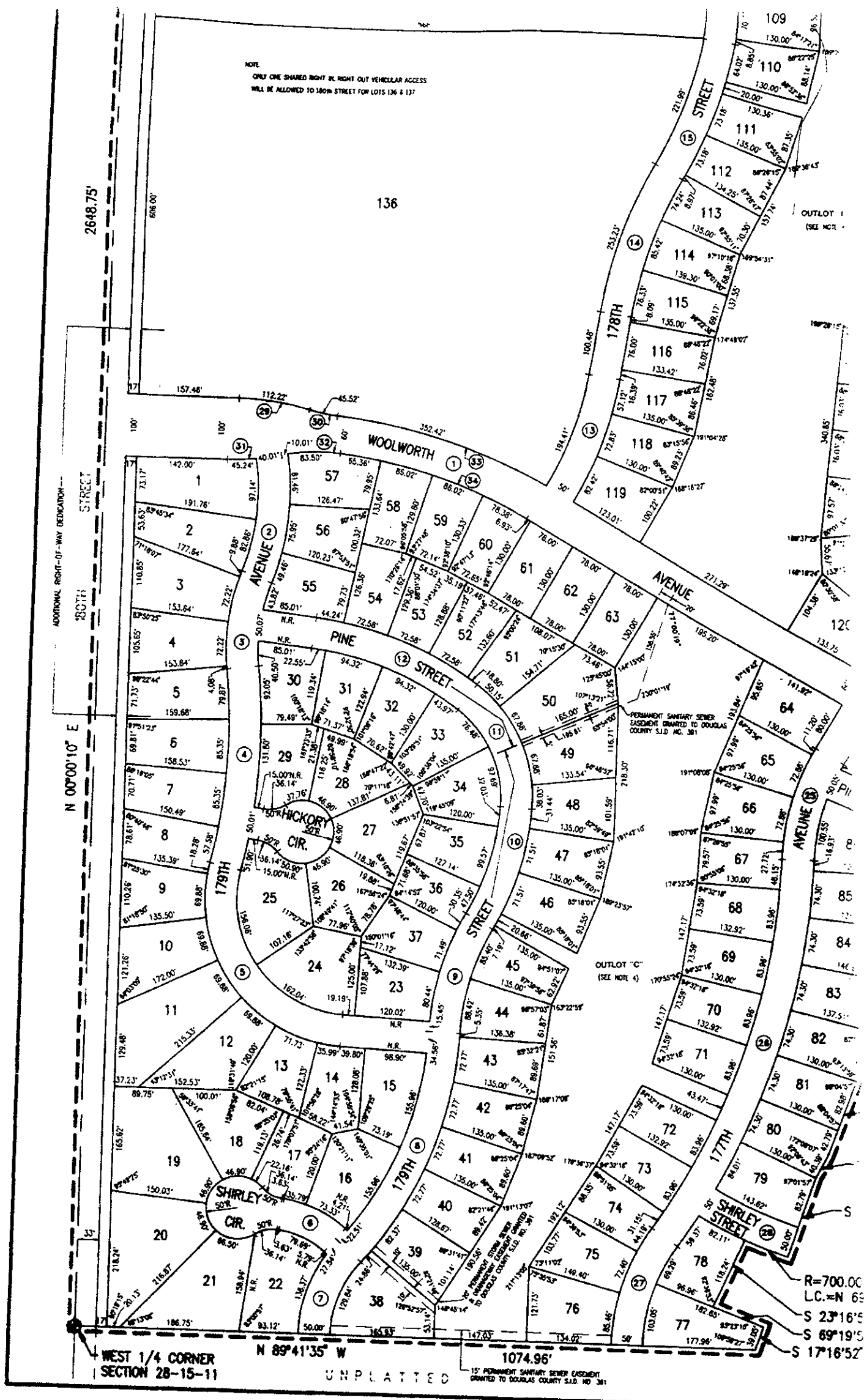
SPRING RIDGE

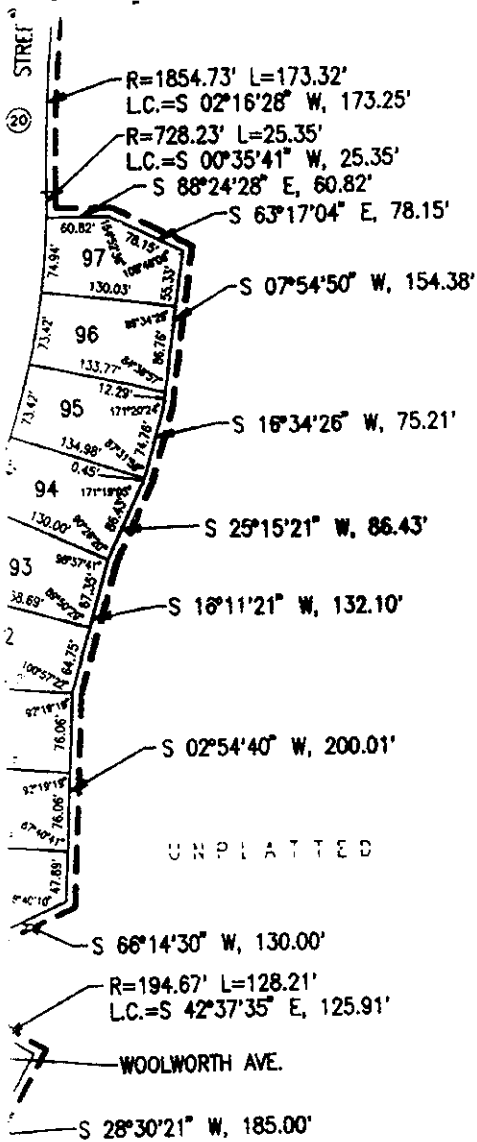
OMAHA, NEBRASKA

FINAL PLAT



NOTE  
ONLY ONE SHARED RIGHT IN, RIGHT OUT VEHICULAR ACCESS  
WILL BE ALLOWED TO 180TH STREET FOR LOTS 136 & 137





# REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of the SPRING RIDGE (Lots numbered as shown) was reviewed by the Council of Omaha on this 17th day of March, 1994.

*Ronald Lee*  
DOUGLAS COUNTY ENGINEER

## OMAHA CITY COUNCIL ACCEPTANCE

This plat of SPRING RIDGE (Lots numbered as shown) was approved by the Council of Omaha on this 17th day of March, 1994.

MAYOR

ATTEST  
CITY CLERK

PRESIDENT OF COUNCIL

## COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against property described in the Surveyor's Certificate and embraced in this plat as by the records of this office.

*Louis R. Santano*  
COUNTY TREASURER

DATE  
OCT 18, 19

## APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of SPRING RIDGE (Lots numbered as shown) Design Standards this 17th day of March, 1994.

*Randy L. Neumann*  
CITY ENGINEER

I hereby certify that adequate provisions have been made for compliance with 53 of the Omaha Municipal Code.

*[Signature]*  
CITY ENGINEER  
Date 11-14-94

31°17'28" W, 17.78'  
2°37'47" W, 129.28'  
6°22'13" E, 56.56'

2°37'47" W, 116.05'

34°36" E, 178.65'

3° W, 157.71'

4, 125.77'

-0.39'

2.79'

52'

### NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE RADIAL TO CURVED STREETS ALONG FRONT LOT LINES UNLESS SHOWN AS NONRADIAL (N.R.).
- NO DIRECT VEHICULAR ACCESS WILL BE ALLOWED TO 180TH STREET FROM LOTS 1 THRU 11 INCLUSIVE AND LOTS 19 AND 20; OR TO PACIFIC STREET FROM LOTS 98 THRU 104 INCLUSIVE, & LOT 107.
- A PERMANENT STORM SEWER & DRAINAGEWAY EASEMENT IS GRANTED TO DOUGLAS COUNTY S.L.D. NO. 391 OVER ALL OF OUTLOTS X, Y, & Z.

### E CURVE DATA

CURVE	BEARS	LENGTH	INCHES	DELTA
1	388.22	418.88	214.44	28°42'21"
2	388.22	183.44	86.12	30°47'12"
3	388.22	146.36	74.83	27°29'58"
4	388.22	318.88	166.15	20°40'38"
5	388.22	381.88	247.37	100°10'07"
6	140.36	94.40	46.81	33°43'28"
7	388.22	147.87	77.32	41°18'47"
8	388.22	388.12	201.32	38°44'24"
9	388.22	185.77	84.79	23°24'08"
10	388.22	188.21	87.19	26°35'28"
11	388.22	188.22	188.22	52°01'34"
12	388.22	267.87	137.88	28°21'14"
13	388.22	388.22	188.22	28°34'33"
14	388.22	244.81	123.52	18°48'02"
15	388.22	230.87	116.51	18°33'42"
16	388.22	187.04	88.18	32°38'28"
17	388.22	244.58	124.23	24°48'08"
18	388.22	121.79	61.85	21°17'32"
19	388.22	102.88	51.81	18°56'28"
20	188.22	175.85	87.89	08°21'15"
21	388.22	334.91	170.89	27°17'16"
22	388.22	134.85	68.14	21°36'03"
23	388.22	225.83	144.85	08°43'28"
24	388.22	118.74	60.72	23°28'18"
25	388.22	173.32	87.97	28°13'02"
26	388.22	841.32	338.33	13°51'58"
27	188.22	187.22	88.48	34°03'02"
28	388.22	146.14	73.89	12°38'34"

### NON CURVE DATA

CURVE	BEARS	LENGTH	INCHES	DELTA
29	388.22	173.32	88.47	19°55'13"
30	388.22	86.36	43.92	10°28'33"
31	388.22	86.36	43.92	19°01'33"
32	388.22	121.79	61.85	18°22'28"
33	388.22	388.22	188.22	23°15'48"
34	388.22	388.22	188.22	23°15'48"
35	388.22	388.22	188.22	23°15'48"
36	388.22	388.22	188.22	23°15'48"
37	388.22	388.22	188.22	23°15'48"

15037 28-15-11  
FEE/00.50  
DEL CO COMD VP  
LEGAL PG SCAN FV

EER

ered as shown) was reviewed by the office  
17th day of Feb 1994.

ered as shown) was approved by the City  
17th day of Feb 1994.

SIDENT OF COUNCIL

special taxes due or delinquent against the  
certificate and embraced in this plat as shown

Oct 12, 1994  
DATE

AHA

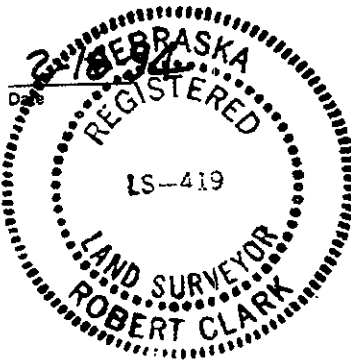
RIDGE(Lots numbered as shown) es to the  
1994.

have been made for compliance with Chapter

Date

130.00 feet; thence Southeastern on a curve to the left with a radius of 194.67 feet;  
a distance of 128.21 feet; said curve having a long chord which bears S42°37'35"E,  
a distance of 125.91 feet; thence S28°30'21"W, a distance of 185.00 feet; thence  
N61°17'28"W, a distance of 17.78 feet; thence S22°37'47"W, a distance of 129.28  
feet; thence S67°22'13"E, a distance of 56.56 feet; thence S22°37'47"W, a  
distance of 116.05 feet; thence S00°34'36"E, a distance of 178.65 feet; thence  
S19°56'19"W, a distance of 157.71 feet; thence S18°37'23"W, a distance of  
125.77 feet; thence S26°31'16"W, a distance of 40.39 feet; thence S17°20'36"W,  
a distance of 132.79 feet; thence Northwestern on a curve to the right with a radius  
of 700.00 feet, a distance of 72.55 feet; said curve having a long chord which bears  
N69°41'15"W, a distance of 72.52 feet; thence S23°16'55"W, a distance of 118.24  
feet; thence S69°19'58"E, a distance of 85.69 feet; thence S17°16'52"W, a  
distance of 39.05 feet to a point on the South line of said NW 1/4 of Section 28;  
thence N89°41'35"W along said South line of the NW 1/4 of Section 28, a distance  
of 1074.96 feet to the West 1/4 corner of said Section 28; thence N00°00'10"E  
along the West line of said Section 28, a distance of 2648.75 feet to the point of  
beginning.

Robert Clark  
Robert Clark, LS-419



#### DEDICATION

Know all men by these presents that we, Spring Ridge Corporation, Owner, of the  
property described in the Certification of Survey and embraced within the plat has caused  
said land to be subdivided into lots and streets to be numbered and named as shown,  
said subdivision to be hereafter known as SPRING RIDGE (lots numbered as shown), and  
we do hereby ratify and approve of the disposition of our property, and we do hereby  
dedicate to the public for public use the streets, avenues, and circles, and we do hereby  
grant the easements as shown on this plat, we do further grant a perpetual easement to  
the Omaha Public Power District, U.S. West Communications and any company which  
has been granted a franchise to provide a cable television system in the area to be  
subdivided, their successors and assigns, to erect, operate, maintain, repair and renew  
poles, wires, cables, conduits and other related facilities, and to extend 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  
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described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-  
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In witness whereof, we do set our hands this 22nd day of Feb 1994.

SPRING RIDGE CORPORATION

Timothy J. McReynolds  
BY: TIMOTHY J. MC REYNOLDS, PRESIDENT  
AND CHIEF OPERATING OFFICER

#### ACKNOWLEDGEMENT OF NOTARY

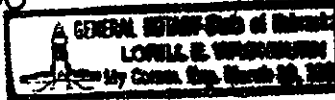
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On this 22 day of Feb 1994, before me, the undersigned, a Notary Public  
in and for said County, personally came Timothy J. McReynolds, President and Chief  
Operating Officer of Spring Ridge Corporation, who is personally known to be the  
identical person whose name is affixed to the Dedication on this plat and  
acknowledged the same to be his voluntary act and deed as such officer of said  
corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Lorrie E. Washburn  
Notary Public

My commission expires 3-18-97



ELLION  
5316 SOUTH

SPRING RIDGE

OMAHA, NEBRASKA

FINAL PLAT

93077	1"=100'	1	1
FILED	RECORDED	INDEXED	FILED
93077	1"=100'	1	1