

When Recorded, Return To:

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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
OF ELK RIDGE VILLAS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ("Declaration") is consented to by at least seventy-five percent (75%) of the member votes of the Association described below. This First Amended and Restated Declaration of Covenants, Restrictions, and Easements of Elk Ridge Villas shall amend the Declaration of Covenants, Conditions, Restrictions and Easements of Elk Ridge Villas recorded in the Office of the Douglas County, Nebraska Register of Deeds on May 7, 2014, at Instrument No. 2014033777 and all other previously adopted declarations, restrictive covenants, and restrictions of record as follows:

RECITALS

WHEREAS, Elk Ridge Villas consists of the following described real estate located in Douglas County, Nebraska:

Lots 1 through 2, inclusive; Elk Ridge Replat 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

Lots 1 through 2, inclusive; Elk Ridge Replat 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

Lots 1 through 2, inclusive; Elk Ridge Replat 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

Lots 1 through 31, Lots 36 through 42, and Lots 45 through 46, inclusive, Elk Ridge Replat 7, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

Lots 1 through 5, inclusive, Elk Ridge Replat 8, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

(collectively, the "Lots").

WHEREAS, the Owners of the Lots desire to provide for the preservation of the values and amenities of the Lots and the maintenance and residential character thereof;

WHEREAS, the Owners of the Lots also desire the Lots to be used to provide housing for the age 55 and older community (hereinafter referred to as "Seniors"), and the Lots and this Declaration and the practices of the Association are intended to meet the criteria for exemption from the Fair Housing Act familial status requirements. The Owners of the Lots desire to produce a high quality and aesthetically pleasing Senior residential development that complements the community. The Owners of the Lots have established the covenants in this Declaration to help preserve and enhance an environment in the development that is pleasing to all owners of the Lots.

NOW, THEREFORE, the Owners hereby declare that the Lots made subject to this Declaration shall be owned, sold, conveyed, used, and enjoyed subject to the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and desirability of the Lots and the enjoyment of the residents and Owners thereof, and which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, personal representatives, successors and assigns, and shall insure to the benefit of the Owner thereof. Upon the recordation of this Declaration in the Office of the Douglas County, Nebraska Register of Deeds, each Lot shall be subject to all and each of the following covenants, conditions, restrictions, easements, and other terms:

ARTICLE I DEFINITIONS

"Annual Assessment" shall mean annual sum of the monthly maintenance fees.

"Association" shall mean and refer to Elk Ridge Villas Owners Association, Inc., a Nebraska not for profit corporation, its successors, and assigns.

"Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Board of Directors and the Association. Each member shall be appointed for a one (1) year term until his or her successor is duly appointed, or until removed from the committee by the Association Board of Directors with or without cause.

"Building" shall mean any structure having a roof, supported by columns or walls, and intended for shelter, housing, or enclosure of any person or persons, and as further defined in the Villas zoning ordinance.

"Common Area" per Elk Ridge Homeowners Association covenants, shall mean and refer to Outlots 3 and 5, in Elk Ridge, and Outlot 1 in Elk Ridge Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska, which may be used as open green space and/or for

recreational purposes and which shall be privately owned and maintained. However, the definition of "Common Area" shall not include Outlot 2 of Elk Ridge, which is owned by Papio-Missouri River Natural Resources District (NRD). The NRD is solely responsible for the maintenance of Outlot 2.

"Designated Builder" shall mean any person granted permission in writing, to construct a Villa on any Lot or Lots by Elk Ridge Villas Homeowners Association, Inc.

"Duplex" shall mean a single building consisting of two Single Family dwelling units erected on two Villa Lots.

"Elk Ridge Villas" shall mean the Lots collectively.

"Exterior Maintenance Services" shall mean and refer to those services identified and defined in Article IV, Section 10 of this Declaration.

"Family Member" refers to a biological or adoptive parent, parent, sibling, son, daughter, grandson, granddaughter, great grandson, great granddaughter, the lawful spouse of one of the foregoing persons, or a minor person who is a biological, adoptive, or foster child to one of the foregoing persons.

"Lot" or "Lots" shall mean and refer to the lots legally described on page 1 of the Declaration and incorporated herein by this reference, as such individual lots may from time to time be reconfigured by a legally completed and recorded replat or the administrative subdivision.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to a Lot but excluding, however, those persons or entities having any interest in any of such Lots merely as a security for the performance of an obligation. The purchaser of a Lot under a land contract or similar instrument shall be considered to Owner.

"Party Wall" shall mean a wall that is built as part of the original construction of a Duplex and placed on the dividing line between two Villas.

"Single Family" shall mean used and occupied by no more than one family, defined to include one person or two persons in a marriage or partnership.

"Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, and as further defined in the zoning ordinance that applies to the Villas.

"Villa" shall mean an individual dwelling/duplex unit situated on a Lot.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association, which shall act as the homeowners association for the Lots, as provided under this Declaration and Nebraska law. Membership shall be connected to and may not be separated from ownership of any Lot.

Section 2. To ensure that a quorum is present at all meetings of the members, and to allow for orderly management of the Association affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends the meeting to exercise the members right to vote. The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. The continuing proxy shall provide on its face that it is valid on a continuous basis for as long of a period as possible under the Nebraska Nonprofit Corporation Act or until revoked in writing by the specific Owner. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and the life span of the proxy. Any member who fails to attend personally or by proxy is in violation of this covenant. All proxies shall be in writing and filed with the secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by the operation of law. After roll call, the President of the Association's Board of Directors may cast at his/her discretion the vote(s) of any or all violators. These votes cast by the President will be counted toward majority rule.

Section 3. The Association shall have one class of membership. The members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 4. Owners are also members of the Association. Owners will be subject to an annual assessment fee from Association. Members of the Association are eligible to share in the general use, benefit and enjoyment of all Common Area and recreational facilities, dedicated and non-dedicated roads, pathways, and green areas located on the properties and as such, every member is hereby obligated to pay all assessments levied by the Association for the maintenance and improvement of such Common Areas.

ARTICLE III 55-PLUS RESTRICTION

Section 1. Each Villa Lot shall be, subject to the "Automatic Exception" set forth in Article III, Section 3 below, used and occupied for Single family residential purposes for Seniors and for no other purpose. A Villa Lot shall be deemed to be used "for Seniors" if it is occupied by persons fifty-five (55) years of age or older, spouse or partner of such persons. Notwithstanding the

foregoing, overnight visits by family members or other visitors shall be allowed for periods not to exceed a total of thirty (30) nights per calendar year, the exception being medical caregivers. Overnight visits by family members or other visitors shall be allowed for periods exceeding a total of thirty (30) nights per calendar year if the Association's Board of Directors or its designee, in the Board of Directors' sole and absolute discretion, approves the overage in writing prior to the overage period. If the medical caregiver is a family member, that caregiver does not count against the Legal Resident status, but any other member of their family that would live in the home would be in violation. Persons who are less than fifty-five (55) years of age may reside on a Villa Lot if they are married or are partner to a resident of such Villa Lot who is fifty-five (55) years of age or older. Following the death of a Senior resident, the survivor may continue residing on the Villa lot if age forty (40) or older. Should the survivor choose to remarry or re-partner following the death of a Senior resident, the new spouse or partner must be fifty-five (55) or older. If the survivor chooses to remarry or re-partner following the death of a Senior, and that spouse or partner is under fifty-five (55) years of age, that resident has one year from the date on which the survivor began to cohabitate with the new spouse or partner to secure housing outside Elk Ridge Villas as they will not be in compliance with the fifty-five (55) or older requirement.

Section 2. Each Owner shall deliver "reliable age verification documentation", as defined under the Fair Housing Act, to the Association's Board of Directors or its designee no later than the 15th day of November of each odd-numbered year.

Section 3. The Owner of each Lot shall be entitled, on a one (1) time basis during the term of the Owner's ownership of the Lot, to an "automatic exception" to the restrictions set forth in Article III, Section I above whereby the residential improvements permanently affixed to a Lot may be occupied for a period not to exceed ninety (90) days by up to four (4) Family Members, provided that at least one (1) person at least fifty-five (55) years of age resides at the Lot during the duration of the "automatic exception" period. An Owner may invoke the "automatic exception" only following delivery of written notice to the Board of Directors or its designee stating the dates during which the "automatic exception" period will be in force. The Owner who has invoked an "automatic exception" may request a one-time thirty (30) day extension to the initial ninety (90) day "automatic exception" period by delivering a written request for such extension, together with the basis for seeking the extension, to the Board of Directors or its designee no less than fourteen (14) days prior to the expiration of the initial ninety (90) day "automatic extension" period. The thirty (30) day extension may be granted at the sole and absolute discretion of the Board of Directors, and the Board of Directors shall provide written notice of whether a thirty (30) day extension shall be granted no more than ten (10) days following the delivery of written request for such extension.

Section 4. Any Owner who breaches any provision set forth in this Article shall indemnify, defend, and hold harmless the Association, its officers, agents, managers, representatives, employees, and attorneys for any loss, liability, costs, damages and expenses, including attorney's fees, incurred or sustained as a result of such breach or other violation. To the extent that the rights conferred under this Section are in favor of third parties to this Declaration, the Owners and the Association acknowledge and agree that such third parties are intended third-party beneficiaries and shall have the right to enforce the rights set forth and obligations herein.

ARTICLE IV MAINTENANCE ASSESSMENTS

Section 1. Each owner of a Lot hereby covenants, and each subsequent owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against when each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owners successors in the title unless expressly assumed by them. All successors shall take title subject to the lien for such assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

Section 2. The assessments levied by the Association shall be used exclusively to promote the health, safety, and general welfare of the Owners of the Lots, and for the improvement, repair and maintenance of the Lots and the Villas situated upon the Lots, although nothing in this Section 2 is intended to create any obligation of the Association to perform or pay for any service on the Lots.

Section 3. The maximum annual assessment shall not exceed the sum of Three Thousand Dollars (\$3,000.00) per Villa or Lot and shall not be less than One Thousand Two Hundred Dollars (\$1,200.00) per Villa or Lot. Annual Assessments shall be equal and uniform for all improved Villa Lots and shall be collected on a monthly installment basis.

- (a) The maximum annual assessment may be increased by the Board of Directors of the Association each year without a vote of the members, provided that the amount of the increase fees does not exceed ten percent (10%) of the total assessment for the previous year.
- (b) The maximum annual assessment may be increased above the percentage increase permitted in subparagraph (a) above upon recommendation of the Board of Directors of the Association, followed by a vote of fifty-one percent (51%) of members representing a quorum (Section 4) who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association shall fix the annual assessment at an amount not in the excess of the maximum.

Section 4. Written notice of any meeting called for the purpose of members taking any action authorized under Article IV, Section 3(b) and Section 11(a) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast more than fifty percent (50%) of the votes of membership shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, at which the presence of members or proxies entitled to cast at least twenty percent (20%) of the votes of membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Annual assessments must be fixed, based on the status of each Lot. All Lots which have a Villa or Duplex completed shall be assessed, subject to the provisions of Section 8 of this Article.

Section 6. The assessments provided for herein shall commence as to the Lots on the date to be determined by the Board of Directors of the Association. The annual assessment shall be paid in equal monthly installments on the first day of the month, and the due dates and delinquency dates shall be uniformly established by the Association Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and the due dates shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge (not to exceed \$25), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issue.

Section 7. Any assessment not paid within fifteen (15) days after the due date (first day of the month) shall bear interest from the due date at the rate of 15% per annum or the then maximum legal rate for individuals allowable in the State of Nebraska, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or place a lien against the Lot and may subsequently foreclose on the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Lot.

Section 8. Notwithstanding any other provision of this Declaration:

- (a) the Board of Directors may, in its discretion, abate all or any part of the assessments due in respect of any Lot;
- (b) Lots on which a Villa is under construction shall not be assessed so long as such Lots are appropriately maintained by the Owner of such Lot, and if not so maintained, the Association may undertake maintenance of such Lot and assess the maintenance costs to the Owner of the Lot;
- (c) A vacant lot, defined as a Lot (whether buildable or unbuildable) where no Villa exists and no Villa is under construction (other than Lot within Article VI, Section 19 (b)), must be sodded with an irrigation system at the Owners Expense and in addition the Lot Owner will be assessed each month 100% of the monthly Association fee for maintenance of the Lot. If an owner fails to act as required by this section, the Association may enter upon the Lot and lay sod to include an irrigation system all at the Lot Owners expense. Lot Owner would be billed for work performed and if not paid within 90 days of billing, the Association

may place a lien on the property or pursue lawful action to collect for work performed and legal expenses. Refer to Article VI, Section 13 regarding sidewalk installation of all Lots.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The Owners deem it wise and expedient to subject the Lots to a plan of mutual maintenance and provide subsequent owners with the privileges and rights of fee simple ownership of the Villa units and delineated Lots. Owners exclude any other mutual maintenance and repair to the grounds and Villa units from the terms and conditions of these restrictive and protective covenants. Exterior Maintenance Services (as defined in this section 10) of each Villa and Lot may be provided by the Association. Each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Villa and Lot at any reasonable time to make inspections and to perform such Exterior Maintenance Services. "Exterior Maintenance Services" shall include regular mowing, fertilization, and application of chemicals to lawns, garbage pickup, sprinkler start up and shut down, driveway and sidewalk snow removal. The necessity and frequency of Exterior Maintenance Services may be determined by the Association. All maintenance services that are not the responsibility of the Association shall be the responsibility of each Owner of a Villa or Lot. In the event that the need for any Exterior Maintenance Services is caused through the negligent acts or omissions of an Owner, or through the negligent acts or omissions of the family, guests, or invitees of an Owner, the cost of such Exterior Maintenance Services provided by the Association shall be the personal obligation of the Owner of the Lot and shall be in addition to the assessment to which such Lot is subject under this Declaration.

Section 11. Special and Emergency Assessments

- (a) Special Assessment is in addition to the annual assessment, upon recommendation of the Board of Directors of the Association, followed by a vote of two-thirds (2/3) of members representing a quorum Article IV (Section 4) who are voting in person or by proxy, at a meeting duly called for the purpose of defraying, in whole or in part, the cost of any repair or replacement, construction, reconstruction, maintenance or for any other purpose the Association is responsible.
- (b) Emergency Assessment is in addition to the annual assessment. In an emergency when funds are needed immediately for the purposes describe above or for any purpose the Association is responsible for and it would be impossible to assemble a meeting and a vote of the members in a timely manner. The Association Board of Directors may levy an emergency assessment up to a maximum of \$175 per assessment payable within fifteen (15) days of

assessment notification equally for all improved Association Villa Lots without a vote of the members.

ARTICLE V COVENANTS FOR INSURANCE

Section 1. Each lot Owner shall provide casualty insurance with respect to the improvements (Villas) on each such Owner's Lot in an amount equal to at least the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. In January of each year, or upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

Section 2. If any Owner fails to maintain the insurance required by this section or fails to provide the Association with written evidence thereof, the Association may obtain homeowners insurance for such Owners Lot and improvements thereon. The homeowner's insurance policy on any such Lot shall name both the Association and the Lot Owner as beneficiaries. The cost of obtaining such insurance shall be assessed against the Lot insured by such policy.

Section 3. The Association shall provide public liability insurance covering any Lots owned by the Association or Lots maintained by the Association, in such amounts as may be determined at the discretion of the Association from time to time, as well as any other insurance that the Association may deem appropriate.

Section 4. The Association may also provide fidelity bonds and workers compensation insurance for employees and fidelity bonds and errors and omissions insurance for officers and directors in such amounts as is determined by the Association to be necessary from time to time. The Association may, from time to time, provide other forms of insurance as deemed necessary.

ARTICLE VI RESTRICTIONS, EASEMENTS, AND MISCELLANEOUS PROVISIONS

Section 1. Each Lot shall be used exclusively for single-family, detached Villa, or Duplex purposes as described in this Declaration.

Section 2. No residence, building, wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, mailbox or other external improvement, above or below the ground (herein collectively referred to as "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot or elsewhere in Elk Ridge Villas, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by the Architectural Control Committee, as follows:

- (a) An Owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Architectural

Control Committee (herein collectively referred to as the “plans”). Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, owner shall notify the Architectural Control Committee of the Owners mailing address.

- (b) The Architectural Control Committee shall review such plans in relation to the type of exterior Improvements constructed, or approved for construction, on neighboring Lots and in surrounding area of Elk Ridge Villas, and any general scheme or plans formulated by the Architectural Control Committee. In this regard, the Architectural Control Committee intends that the Lots shall form a 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 Architectural Control Committee to promote development of the Lots and to protect the values, character, and residential quality of all Lots. Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any property, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon or across any property is not allowed. If the Architectural Control Committee 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 Architectural Control Committee may refuse approval of the proposed Improvement.
- (c) Written notice of any approval of a proposed improvement shall be mailed, emailed, or faxed to the Owner, or its designated agent (builder), at the address, email address, or fax number specified by the owners or its designated agent upon submission of the plans. Such notice shall be mailed, emailed, or faxed if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed, emailed, or faxed within such period, the proposed Improvement shall be deemed disapproved by the Architectural Control Committee.
- (d) No Lot Owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Architectural Control Committee, or any right to control, direct or influence the acts of the Architectural Control Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Architectural Control Committee by virtue of the authority granted to the Architectural Control Committee in this Section, or as a result of any act or failure to act by the Architectural Control Committee with respect to any proposed Improvement.

Section 3. No single-family residence shall be created, altered, placed, or permitted to remain on any Lot other than one detached Villa or Duplex dwelling which does not exceed one story in height. All improvements on the Lots shall comply with all requirements of required

Zoning Code or other required permits, including, but not limited to, set back and side yard requirements. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack or other similar structure shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure shall be moved from outside the Elk Ridge Villas to any Lot, and no modular home shall be constructed on any Lot.

Section 4. All construction shall be in conformance with the architectural guidelines set forth from time to time by the Architectural Control Committee and plans for such construction shall be approved by each in accordance with their respective architectural review and approval procedures. Unless other materials are specifically approved in writing by the Architectural Control Committee, the roof of all Improvements shall be covered with asphalt shingles that are weathered wood in color. Notwithstanding, any provision in the architectural guidelines to the contrary, the front façade of each Villa shall be composed of no less than sixty percent (60%) brick or stone. Exterior fireplace cantilevers may only be exposed on the side or rear facades of each Villa. No front exposure fireplace cantilevers shall be permitted unless it is composed of 100% brick or stone. Each Villa or Duplex exterior paint shall be of a neutral earth tone color. Acceptable Solar System(s) are limited to solar shingles (not panels) subject to the written approval of the Architectural Control Committee. Wind energy conversion systems of any type are not allowed.

Section 5. No streamers, posters, banners, balloons, exterior illumination, or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Architectural Control Committee. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale." No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the appropriate Zoning Code for the Association; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

Section 6. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots. Exterior Security System(s) may be installed subject to the written approval of the Architectural Control Committee and must be directed on homeowner property only and not infringe on neighborhood privacy.

Section 7. No outside radio, television, ham broadcasting, earth station, satellite receiving station, satellite dish larger than 1 meter) or other electronic antenna or aerial shall be erected or placed on any structure or any Lot, except with the prior written approval of the Architectural Control Committee, which shall not be unreasonably withheld. One (1) satellite dish one meter (39.37 inches) or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute,

regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation of condition for such use as may be permitted by such order.

Section 8. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time, nor shall vehicles or similar chattels offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous as possible.

Section 9. No boat, camper, trailer, or auto drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of the Lot (other than in an enclosed structure) for more than two (2) consecutive days and no more than twenty (20) days combined within any calendar year. No motor vehicles may be parked or stored outside on any Lot except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers or other commercial vehicles shall be stored, parked, kept, or maintained in any yards, driveways, or streets. However, this Section 9 does not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable ordinances of the City of Omaha, Nebraska.

Section 10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can, or container or fuel tank shall be permitted to be stored outside of any dwelling unless completely screened from view, except on a designated day each week for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish, or cutting shall be deposited on any street, road, or Lot. No clothesline or other outside facilities for drying or airing clothes shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards in an area no larger than eight (8) feet by ten (10) feet.

Section 11. No fence (except invisible fence) shall be permitted. Hedges or mass planted shrubs cannot exceed mature growth of four (4) feet in height and are not permitted more than ten (10) feet in front of the front building line. A privacy hedge cannot exceed a maintained eight (8) feet and only allowed along the back-lot line. No privacy hedge or hedge of any kind is permitted to separate yards. Single tree(s) specimens cannot exceed forty (40) feet in height and thirty (30) feet in width at maturity. Free seeding grasses and perennials must be maintained to prevent becoming invasive. Noxious/Poisonous plants are not permitted. Any fence, hedges or mass planted shrubs installed by or at the direction of the then current villas builder (developer) when Villas were being built shall not be subject to the provisions of this paragraph. Invisible fence must be marked by homeowner for aeration or any other similar service at owners' expense and Association is not responsible for any damage due to non-marking or incorrect marking of invisible fence.

Section 12. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of all Lots whether buildable or unbuildable.

Section 13. A public sidewalk shall be constructed on all lots whether buildable or unbuildable, of concrete four (4') feet wide by four (4") inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof, provided, however, this provision shall vary to comply with any requirements of the City of Omaha by virtue of ordinance or agreement.

Section 14. Driveways and driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of driveway or driveway approach be necessary, the repair replacement shall also be of concrete with no painting or dye in the concrete. No asphalt overlay of any type of driveway or driveway approaches will be permitted.

Section 15. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any Lot. Dog runs and kennels are prohibited. No animals, livestock, agricultural type animals, fowl or poultry of any kind, including pot bellied pigs, shall be raised, bred, or kept on any Lot, except that, subject to the ordinances of the City of Omaha, two (2) dogs or two (2) cats or two (2) other small household pets maintained within the residential structure may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they are not left outside of the residential structure unattended and not permitted to run loose and must be on a leash outside the lot of the owner. No excessive barking of any dog, or other excessive noise of any kind from any animal, shall be permitted on any Lot. Any dog or other animal that barks or makes other noise outside the home of any Lot at any time shall wear electronic collars to prevent such barking or other noise.

Section 16. Prior to placement on any Lot, any exterior air conditioning condenser unit shall be first approved by the Architectural Control Committee according to the requirements set forth in Article VI Section 2 and shall be placed in the rear yard or any side yards so as not to be visible from public view. No invasive or noxious grass, weeds or other vegetation shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased, or otherwise objectionable shrubs or trees shall be maintained, on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any water materials, and no vegetation on vacant lots shall be allowed to reach a height in excess of six inches (6").

Section 17. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

Section 18. The Architectural Control Committee does hereby reserve unto itself the right to require at Owners expense the installation of siltation fences or erosion control devices and

measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute direction, except that the Owner shall remain solely responsible for the effects of such devices and measures or lack thereof.

Section 19. In the event of any catastrophic injury or the destruction of any Villa, the Owner thereof shall be required to, with one (1) year of such injury or destruction, either a) rebuild or repair Villa to a design and condition substantially similar to that of the Villa prior to the damage of destruction, or b) remove all waste rubble or debris from Lot, backfill any holes and lay sod to include an irrigation system on the Lot. If an owner fails to act as required by this section, the Association may enter upon the Lot, remove all rubble or debris, waste, backfill any holes, lay sod to include an irrigation system all at the lot owner's expense. Lot owner would be billed for work performed and if not paid withing 90 days of billing the Association may place a lien on the property or pursue lawful action to collect for work performed and legal expenses.

Section 20. No swimming pool including temporary, inflatable, or above ground pools, basketball court or hoop, doghouse, tree house, tool shed, doll house, windmills, pool house, or tennis court shall be permitted.

Section 21. No Owner may enter into a lease agreement to lease any Lot or any portion thereof if the Owner acquired his, her, or its interest in the Lot after the date on which this Declaration is recorded in the Office of the Douglas County, Nebraska Register of Deeds. This limitation shall apply regardless of when the Owner obtained his, her, or its interest in the Lot.

ARTICLE VII GENERAL PROVISIONS

Section 1. The Association or any Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any condition, reservation, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any of these conditions, reservations, covenants, or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this Declarations shall run with and bind the Lots for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years unless a notice of termination is approved by action of not less than seventy-five percent (75%) of the Owners and recorded prior to the date of expiration of the original or a renewal term. This Declaration may be amended, modified, or dissolved by consent of at least seventy-five percent (75%) of the member votes of the Association. Any amendment, modification or extension must be recorded in the office of the Douglas County Register of Deeds to be effective.

Section 4. Each Owner shall be responsible for ¼ (twenty-five percent) of the cost of any repair or replacement in the event of damage to brick structure housing of the mailbox. The owner of a Villa Lot is responsible for all maintenance and repairs of the mailbox assigned to their Lot.

Section 5. This Declaration shall amend, supersede, and replace the following, which will no longer be of any force or effect: the Declaration of Covenants, Conditions, Restrictions, and Easements recorded on May 7, 2014 with the Douglas County Register of Deeds as instrument number 2014033777, the Reaffirmation and Reinstatement of Declaration of Covenants, Conditions, restrictions, and Easements of Record recorded on December 4, 2013 with the Douglas County Register of Deeds as instrument number 2013119797, the Declaration of Restrictive and Protective Covenants for Elk Ridge Villas recorded on June 6, 2008 at instrument number 2008055943, the Amended Declaration of Restrictive and Protective Covenants for Elk Ridge Villas recorded February 9, 2007, at instrument number 2007015991, and the Declaration of Restrictive and Protective Covenants for Elk Ridge Villas recorded on August 2, 2006, as instrument number 2006087470.

ARTICLE VIII UTILITY, PIPELINE, AND OTHER EASEMENTS

Section 1. Easements were previously granted or reserved in prior version of covenants that governed the Lots. Nothing in this Declaration shall nullify or alter any easement rights previously granted that remain in effect. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the rights of the easement holder.

ARTICLE IX PARTY WALLS

Section 1. To the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a Party wall shall be shared by the Owners who make use of the wall in proportion to such use. In the event that the need for maintenance is caused through the willful or negligent act of one of the Owners, his family, guests, tenants, or invitees, the cost of such maintenance shall be paid by that Owner. If the Owner does not pay the cost of such maintenance, the Association may do so, and such costs shall become a Special Assessment for the Villas Lot owned by said Owner.

Section 3. If a Party Wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it and contribute to the cost of restoration thereof in proportion to such use. The right of any of such Owners to call for a larger contribution from the other owner may be available under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

ARTICLE X LIQUIDATED DAMAGES AND OTHER REMEDIES

Section 1. The Association and each Owner acknowledge and agree that the damages the Association would sustain as a direct and proximate result of an Owner's breach of the restrictions set forth in Article VI of this Declaration are difficult to ascertain because of their indefiniteness or uncertainty. Therefore, the Association and each Owner hereby stipulate that the following liquidated damages amounts are a reasonable estimate of the damages which would likely be sustained by the Association by a breach of the restrictions set forth in Article VI of this Declaration and that such liquidated damages amounts are reasonably proportionate to the damages that would be actually caused as a result of the breach:

- (a) Upon the first breach of a restriction set forth in Article VI of this Declaration by an Owner and/or a Owner's guests, licensees, or invitees, the Association shall provide written notice of the breach to the Member at a Lot owned by the Owner. Such notice shall identify the nature of the breach and, where applicable, the measures to be undertaken by the Owner to cure the breach.
- (b) Upon the second breach of a restriction set forth in Article VI of this Declaration by a Owner and/or an Owner's guests, licensees, or invitees or the Member's failure to cure the first breach within fourteen (14) days following the Association's delivery of written notice of the breach, the Member shall be liable to the Association for \$25.00 in liquidated damages.
- (c) Upon the third breach of a restriction set forth in Article VI of this Declaration by a Owner and/or a Owner's guests, licensees, or invitees or the Member's failure to cure the breach within twenty-one (21) days following the Association's delivery of written notice of the breach, the Owner shall be liable to the Association for \$50.00 in liquidated damages. Such amount shall be in addition to all liquidated damages amounts previously accrued.
- (d) Upon the fourth breach of a restriction set forth in Article VI of this Declaration by an Owner and/or an Owner's guests, licensees, or invitees or the Owner's failure to cure the breach within twenty-eight (28) days following the Association's delivery of written notice of the breach, the Owner shall be liable to the Association for \$100.00 in liquidated damages. Such amount shall be in addition to all liquidated damages amounts previously accrued.

Section 2. The Association and each Owner acknowledge and agree that the damages the Association would sustain as a direct and proximate result of an Owner's breach of the restrictions set forth in Article III of this Declaration are difficult to ascertain because of their indefiniteness or uncertainty. Therefore, the Association and each Owner hereby stipulate that the imposition of liquidated damages in the amount of \$100.00 per day constitutes a reasonable estimate of the

damages which would probably be sustained by the Association by a breach of such restrictions and that such liquidated damages amounts are reasonably proportionate to the damages that would be actually caused as a result of the breach.

Section 3. In addition to the other legal and equitable remedies available to the Association under this Declaration and/or Nebraska law, the Association's Board of Directors may serve written notice to a Lot owned by the Member of a breach of a restriction set forth in Article VI of this Declaration. Upon the Member's failure or refusal to cure the breach within fourteen (14) days following delivery of the written notice of breach to a Lot owned by the Member, the Association's Board of Directors may, in its sole and absolute discretion, contract with a third-party contractor to enter upon the Lot(s) where breach exists and provide such labor and materials as is necessary to cure the breach. The Association's Board of Directors shall act in its sole and absolute discretion in selecting one or more third-party contractors to enter upon the Member's Lot and cure the breach and in determining the terms under which said third-party contractors are hired. Following the cure of the breach by one or more third-party contractors, the Association's Board of Directors may, in its sole and absolute discretion, adopt a special assessment against the breaching Member and Lot in the amount of the costs incurred by the Association in curing the breach.

Section 4. The rights and remedies conferred under this Article shall be in addition to and not in lieu of any other equitable or legal remedy otherwise available to the Association.

ARTICLE XI PROCEDURE FOR SALE OR TRANSFER OF LOTS

Section 1. When an Owner desires to sell or convey his, her, or its Lot, the Owner shall notify as soon as is practical all real estate licensees involved in the sale or conveyance, if any, and the purchaser(s) or grantee(s) regarding Association's status as a community for persons aged 55 and older, as set forth in this Declaration.

CERTIFICATION PAGE TO FOLLOW

CERTIFICATION

I, Marti Feit, do hereby certify as follows:

I am the duly elected and acting Secretary of the Elk Ridge Villas Owners Association, Inc., a Nebraska non-profit corporation (the "Association").

The foregoing First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Elk Ridge Villas was voted upon and approved by the members of the Association. At the time of the vote, there were 51 members of the Association. A total of 41 members voted to approve this Amendment. Evidence of the votes cast are currently kept in the Association's records.

Dated this 23rd day of June, 2023.

Elk Ridge Villas Owners Association, Inc., a
Nebraska non-profit corporation

Marti Feit

By: Marti Feit, Secretary

STATE OF NEBRASKA)

)ss.

COUNTY OF DOUGLAS)

Subscribed, sworn to, and acknowledged before me on June 23, 2023, by Marti Feit, Secretary of Elk Ridge Villas Owners Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public