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State of Nebraska County of Hamilton
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Patricia Anderson, County Clerk
Donna Driewer, Deputy

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NORTHRIDGE

THIS DECLARATION is made and entered into as of this 29th day of October, 2008, by Aspen Builders, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant".

ARTICLE I DEFINITIONS

Unless defined elsewhere in this Declaration, the following terms are defined below:

"**A-Lot**" or "**A-Lots**" shall mean all Lots located within the Property that are legally described as "A-Lots" on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"**Additional Property**" shall mean any real property and improvements lying adjacent to or in close proximity to the Property or Common Area, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 1 of Article V below.

"**Association**" shall mean the Northridge Homeowners Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"**B-Lot**" or "**B-Lots**" shall mean all Lots located within the Property that are legally described as "B-Lots" on Exhibit "A".

"**C-Lot**" or "**C-Lots**" shall mean all Lots located within the Property that are legally described as "C-Lots" on Exhibit "A".

"**City**" shall mean the City of Aurora, Nebraska, a political subdivision.

"**Common Area**" shall mean all detention cells, nonbuildable outlots, open space and all pedestrian walkways that abut two or more Lots, as shown on any final plat of all or any portion of the Property; provided that such final plat has been filed with the Hamilton County Register of Deeds.

"D-Lot" or **"D-Lots"** shall mean all Lots located within the Property that are legally described as "D-Lots" on Exhibit "A".

"Declarant" shall mean Aspen Builders, Inc., a Nebraska corporation, its successors and assigns. Declarant is the owner of the Property.

"Front Lot Line" shall mean that portion of any Lot line which directly abuts a street or private roadway open to the use of the general public.

"Front Yard" shall mean the entire portion of a Lot from the Front Lot Line of such Lot to the residence to be constructed upon the Lot.

"Lot" or **"Lots"** shall mean all lots now or hereafter located on the Property which are shown on any final plat of all or any portion of the Property that has been filed with the Hamilton County Register of Deeds, and shall include all the A-Lots, B-Lots, C-Lots and D-Lots now or hereafter located within the Property.

"Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered to be the "Lot Owner" for purposes of this Declaration.

"Member" shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

"Property" shall mean the real property legally described on Exhibit "A".

ARTICLE II **DECLARATION**

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the Property, hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is, and shall be, subject to all and each of the following conditions and other terms.

ARTICLE III
RESTRICTIONS AND COVENANTS
FOR THE PROPERTY

1. Use. Each Lot located within the Property shall be used exclusively for single family residential purposes.

2. Plan Approval. Prior to the construction of any single family residence on any Lot, two sets of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval. Such building plans shall show the size, exterior material, design, color and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached garage and any other structures to be placed or constructed on such Lot. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request the Lot Owner provide samples of the Lot Owner's proposed exterior materials. No construction of any single family residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material, color or plot plan of such residence does not conform to the general standard and character of the single family residences constructed or to be constructed on other Lots located within the Property.

Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

3. Minimum Standards, Requirements and Restrictions. The following general standards, special requirements and restrictions shall guide the Declarant in the review of any plans for any single family residence submitted for approval within the Property. These standards, requirements and restrictions shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of these standards, requirements and restrictions when exercising plan approval authority.

(a) Minimum Floor Area. The minimum floor area for any single family residence constructed upon a Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below.

- (i) A-Lots:

Single Story/Multi Level	1,500 square feet
Two-Story	2,100 square feet
One and one-half Story	1,850 square feet

- (ii) B-Lots:

Single Story/Multi Level	1,350 square feet
Two-Story	1,750 square feet
One and one-half Story	1,550 square feet

- (iii) C-Lots:

Single Story/Multi Level	1,200 square feet
Two-Story	1,500 square feet
One and one-half Story	1,400 square feet

- (iii) D-Lots:

Single Story/Multi Level	1,000 square feet
Two-Story	1,500 square feet
One and one-half Story	1,300 square feet

(b) Exterior Finish Requirements.

(i) A-Lots: At least fifty percent (50%) of the front of any single family residence constructed upon an A-Lot must be faced with brick or stone. All exposed foundation walls on the front elevation shall be constructed of or faced entirely with brick or stone. Exposed foundation walls on the side and rear elevations shall not exceed 48 inches.

(ii) B-Lots: The front elevation of any single family residence constructed upon a B-Lot shall be faced with twenty-five percent (25%) brick or stone. All exposed foundation walls on the front elevation shall be constructed of or faced entirely with brick or stone. Exposed foundation walls on the side and rear elevations shall not exceed 48 inches.

(iii) C-Lots: The front elevation of any single family residence constructed upon a C-Lot shall be faced with twenty percent (20%) brick or stone. Exposed foundation walls on the front elevation shall not exceed 24 inches. Exposed foundation walls on the side and rear elevations shall not exceed 48 inches.

(iv) D-Lots: The front elevation of any single family residence constructed upon a D-Lot shall be faced with twenty-five

percent (25%) brick or stone. Exposed foundation walls on the front elevation shall not exceed 24 inches. Exposed foundation walls on the side and rear elevations shall not exceed 48 inches.

(c) Color: The exterior color of any single family residence constructed upon a Lot shall be earth tones, white or such other color approved by the Declarant.

(d) Roof Requirements. The roof of each single family residence constructed upon any A-Lot or B-Lot shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval).

4. Grading and Erosion Control. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any single family residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any single family residence on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

Lot Owner shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

5. Construction Time Frame. Commencement of construction of a residential dwelling upon an A-Lot must begin within thirty-six (36) months from the date title is conveyed by Declarant. In the event construction is not commenced within thirty-six (36) months from the date of conveyance by Declarant, Declarant shall have the option to purchase the A-Lot for its original sale price, less any real estate commissions or other closing costs paid by Declarant at the time of the original sale. Construction of any residence to be located upon a Lot shall be completed within eight (8) months from the date of commencement of excavation or construction.

6. Garages and Access. All garages for single family residences constructed upon any Lot must be attached to the residence constructed on such Lot.

7. Lawn Irrigation and Sodding. Prior to the occupancy of any single family residence to be constructed upon any A-Lot, an underground lawn irrigation system shall be installed on such Lot, the Front Yard of such Lot shall be sodded and the remainder of the Lot shall be seeded or sodded, weather permitting. Prior to the occupancy of any single family residence to be constructed upon any B-Lot, C-Lot or D-Lot, such Lot shall be seeded or sodded, weather permitting. Grass must be established on each Lot within ten (10) months of the issuance of an occupancy permit for said Lot.

8. Fences. Fencing shall not be constructed on any Lot closer to the street than the rear wall of the residence constructed upon such Lot.

9. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or any structures of any kind (not including swing sets) shall be constructed or placed on any A-Lot or D-Lot. Any detached accessory building, sheds, playhouses, greenhouses, or any structures of any kind on a B-Lot or C-Lot shall be constructed of compatible and similar materials and design with the dwelling. All other accessory improvements such as swing sets and sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.

10. Animals and Animal Shelters. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog run or kennel; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant, which may require special landscaping or screening. Dog runs or kennels located on A-Lots and B-Lots shall be attached to the dwelling structure, and shall not be located in any required front or side yard setback. Dog runs or kennels located on C-Lots shall not be located in any required front or side yard setback. Dog runs and kennels are not permitted on D-Lots. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

11. Swimming Pools. Swimming pools shall be permitted; however, no swimming pool on any A-Lot may extend more than one foot above ground level. Swimming pools shall be fenced as required by law.

12. City Requirements. All buildings constructed upon any Lot within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Aurora, Nebraska.

13. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street or road which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or road which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the single family residence constructed upon such Lot, or (b) whenever required by the City of Aurora, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road which abuts the Lot owned by such Lot Owner.

14. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Lot. However, Declarant may erect signs advertising Lots for sale within the Property and a sign advertising a lot as "For Sale" may be erected upon any Lot

15. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or windpowered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway. A satellite dish up to eighteen (18) inches in circumference may be permitted subject to written approval by Declarant under Paragraph 2 above specifying the location and required screening for the dish.

16. Repair on Lot. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

17. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over twenty-four (24) hours, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or

commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

18. Rolloff Service. During construction of any single family residence on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full. Lot Owner shall cause all building material, wrappers, and other waste to be placed in the dumpster, and shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard which is on the Lot or has been distributed upon neighboring properties. Declarant shall have the right to designate a single provider of rolloff service within the Property in order to limit and control the number of service trucks operating within the Property.

19. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

20. Nuisance. No noxious 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 community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

21. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provision does not apply to Declarant.

ARTICLE IV
HOMEOWNERS ASSOCIATION

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents and owners of the Property, including:

(a) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Area for the use, benefit and enjoyment of all the Members. The Common Area may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area. The rules and regulations may permit or restrict use of the Common Area Members, their families, their guests, 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 Area.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Northridge subdivision, and the protection and maintenance of the residential character of the Property.

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have two classes of membership: Class A membership shall include all Members of the Association, except the Declarant, who own Lots, and Class B membership shall include the Declarant.

All Class A Members, whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Association. Declarant shall be entitled to ten (10) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. Rights of All Members Who Own Lots. Each Member of the Association who owns a Lot shall have the right to use and enjoy the Common Area and shall have an easement over and upon the Common Area for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner of a Lot shall construct any structures within the Common Area without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Area shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the Property recorded with the Register of Deeds of Hamilton County, Nebraska;

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the Common Area for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Area; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of such Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting.

4. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Common Area, and the enforcement of the rules and regulations relating to the Common Area.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for the purchase of insurance covering the Common Area against property damage and casualty, and the purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) 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.

(e) 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.

(f) 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.

(g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(i) 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.

5. Association Activities Regarding the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Common Area as set forth below. The Association covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of any final plat of the Property regarding continuous and permanent maintenance of the Common Area. In the event the Association dissolves, the Lot Owners of the Lots shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing, replacing, adding and improving the Common Area.

6. Refuse Service. The Association may select a single provider to provide refuse collection services for the entire Property. The cost of the refuse services for each Lot shall be paid by the Lot Owner directly to the service provider and shall not be collected by or paid to the Association.

7. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

8. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues

and assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

9. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent dues and assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, 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 dues and assessments.

10. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

11. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment may be rejected at any time within thirty (30) days of the notice of the levy by the vote of Members comprising not less than fifty-one percent (51%) of the total votes of Lots covered by this Declaration, at a regular meeting of the Members or at a special meeting of the Members, if notice of the assessment for capital improvements is contained in the notice of the special meeting.

12. Uniform Rate of Dues and Assessments. Dues and assessments related to the Common Area shall be fixed at a uniform rate as to all Lots, but may be abated as to individual Lots, as provided in Paragraph 8, above.

13. 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 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 as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law,

whichever is less. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or 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, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot 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 and such mortgagee may thereupon be subrogated to any rights of the Association.

15. 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 a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE V **GENERAL PROVISIONS**

1. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Hamilton County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

2. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant, Association or any Lot Owner named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. In addition, the City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Common Area. Failure by the Declarant, Association, City or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Amendment. This Declaration may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration.

4. Assignment. Aspen Builders, Inc. shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Aspen Builders, Inc., or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, 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 with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

5. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

6. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

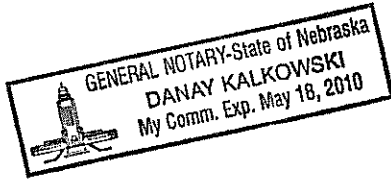
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21 day of October, 2008.

Aspen Builders, Inc., a Nebraska corporation

By 
Robert L. Benes, President

STATE OF NEBRASKA)
) ss.
COUNTY OF HAMILTON)

The foregoing was acknowledged before me this 29 day of October, 2008, by Robert L. Benes, President of **Aspen Builders, Inc.**, a Nebraska corporation, on behalf of the corporation.



Danay Kalkowski
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTIONS

PROPERTY: Lots 1 – 30, Northridge Subdivision, Aurora, Hamilton County, Nebraska

A-LOTS: Lots 4 – 24, Northridge Subdivision, Aurora, Hamilton County, Nebraska

B-LOTS: Lots 1 – 3, Lots 25, 26, 28 and 29, Northridge Subdivision, Aurora, Hamilton County, Nebraska

C-LOTS: Lots 27 and 30, Northridge Subdivision, Aurora, Hamilton County, Nebraska

D-LOTS: None