



MISC Inst. # 2017088808, Pg: 1 of 15
Rec Date: 11/02/2017 17:10:31.943
Fee Received: \$94.00 By: ER
NE Doc Stamp Tax Fee:
Douglas County, NE, Assessor
Register of Deeds DIANE L. BATTIATO

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAS AT ELKHORN HIGHLAND RIDGE**

THIS DECLARATION (the "Declaration"), made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1, 6 through 9, 11 through 20, 119 through 122, 127, and 129 through 135 all inclusive, Elkhorn Highland Ridge, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Record & Return To: Robert F. Peterson
Peterson & Foster Law
14747 California Street, #2
Omaha, NE 68154

WHEREAS, the following Lots are owned by the Consenting Lot Owners which are listed at pages 12, A, B, C and D of this Declaration:

Lots 2, 3, 10, 123 through 126 and 128, Elkhorn Highland Ridge, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the Consenting Lot Owners, by execution of this Declaration, consent to having their respective Lots be subject to the terms and conditions of this Declaration and the recording of this Declaration with the Douglas County Register of Deeds against their respective Lots; and

WHEREAS, the Lots subject to this Declaration are described as follows:

Lots 1 through 3, 6 through 20, inclusive, and Lots 119 through 135 inclusive in Elkhorn Highland Ridge, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as the "The Villas at Elkhorn Highland Ridge");

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

SECTION 1. "Villas Association" shall mean and refer to The Villas at Elkhorn Highland Ridge Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

SECTION 3. "Properties" shall mean and refer to:

Lots 1 through 3, 6 through 20, inclusive, and Lots 119 through 135 inclusive in Elkhorn Highland Ridge, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as the "The Villas at Elkhorn Highland Ridge");

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Villas Association.

SECTION 4. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or a parcel or lot resulting from a Lot split or replatting.

SECTION 5. "Improved Lot" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling.

SECTION 6. "Declarant" shall mean Elkhorn Highlands, Inc. a Nebraska corporation and its successors and assigns.

SECTION 7. The "Elkhorn Highland Ridge Covenants" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements of Elkhorn Highland Ridge Subdivision dated September 14, 2004 and recorded on September 23, 2004 as Instrument No. 2004125770 of the Register of Deeds of Douglas County, Nebraska, and by that First Amendment, dated January 17, 2007 and filed January 18, 2007 as Instrument No. 2007007186, that Second Amendment dated June 7, 2007 and filed June 11, 2007 as Instrument No. 2007065035, and

that Third Amendment dated February 3, 2009 and filed as Instrument No. 2009013047 (collectively the Elkhorn Highland Ridge Covenants).

ARTICLE II PROPERTY RIGHTS

SECTION 1. The Villas Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Villas Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

SECTION 2. Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

SECTION 3. The Villas Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

CLASS A: Class A Members shall be all Owners, including the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B: The Class B Member shall be the Declarant, or its successors and assigns, who shall be entitled to twenty (20) votes for each Lot owned by the Declarant, or its successors or assigns, in addition to the votes to which the Declarant is entitled as a Class A Member. The Class B membership shall terminate, with the Declarant or its successors and assigns, then entitled to one vote for each Lot owned by the Declarant, or its successors and assigns, as a Class A Member, upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2027.

**ARTICLE IV
COVENANT FOR ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Improved Lot and for each Owner of any Improved Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Villas Association;

- (1) Quarterly assessments for lawn mowing, fertilization, snow removal, (lawn sprinkler system turn on and off), and other operational, maintenance and management expenses with respect to each Improved Lot as deemed necessary by the Villas Association,
- (2) Quarterly assessments for matters benefitting all owners as may be approved by the Association,

as such assessments shall be established and collected as hereinafter provided. The special assessments and quarterly assessments together with interest, costs, management expenses and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment shall be made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the Improved Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them. Notwithstanding the foregoing, quarterly and special assessments shall not be charged to Improved Lots containing specs or model homes of the Declarant and builders until such specs or models are sold to a third party or occupied as a residence.

SECTION 2. Purposes of Assessments. The assessments levied by the Villas Association shall be used exclusively to promote the health, safety and welfare of the Owners

of Improved Lots in the Properties and of the Improved Lots situated upon the Properties, including Lot maintenance as provided herein.

SECTION 3. Quarterly Assessments. The Board of Directors shall have the authority to levy and assess from time to time against an Improved Lot a quarterly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article V herein for maintenance and repairs.

SECTION 4. Notice and Quorum for Any Action Authorized Under Section 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

SECTION 5. Rate of Assessment and Commencement of Assessment. The quarterly assessments shall be paid prorata by the Owners of all Improved Lots based upon the total number of Improved Lots; provided, however, the Board of Directors of the Villas Association may equitably adjust such prorations if it determines that certain Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The quarterly assessments may be collected on a quarterly or other periodic basis by the Villas Association. The Board of Directors of the Villas Association shall fix the amount of the quarterly or other periodic assessments against each Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The date payment is due shall be the first day of each quarter, unless otherwise changed by the Board of Directors. The quarterly assessment shall commence against the Improved Lot upon the date that the Improved Lot is conveyed to the initial residential Owner. If the builder of a residence on an Improved Lot occupies the residence, then the quarterly assessments as to such Improved Lot shall commence upon his or her occupancy. The Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association, setting forth whether or not all assessments on a specified Lot have been paid. A properly executed certificate of the Villas Association as to the status of assessments, on a particular Lot shall be binding upon the Villas Association as of the date of its issue by the Villas Association.

SECTION 6. Effect of Nonpayment of Assessment; Remedies of the Villas Association. Any assessment not paid within five (5) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%)

per annum. Should any assessment remain unpaid more than thirty (30) days after the due date, the Villas Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Villas Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

SECTION 7. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Villas Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Villas Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Villas Association. No mortgagee shall be required to collect any assessments due. The Villas Association shall have the sole responsibility to collect all assessments due.

SECTION 8. Maximum Assessments. The maximum Villas Association quarterly maintenance assessment for The Villas at Elkhorn Highland Ridge shall not exceed \$405.00 per quarter through December 31, 2017. Thereafter, the Board of Directors shall be permitted to raise the quarterly maintenance assessments, if necessary; however, such quarterly maintenance assessments for a year shall not exceed 110% of the aggregate dues charged in the previous calendar year, unless the Villas Association votes by majority vote to raise the quarterly assessment in excess of such 110% sum.

SECTION 9. Notice. Any notice required by this Declaration may be given by email, US mail, or hand delivery.

ARTICLE V IMPROVED LOT AND COMMON AREA MAINTENANCE

The Villas Association shall maintain the lawns and provide snow removal for the Improved Lots located within The Villas at Elkhorn Highland Ridge, which shall include, but not be limited to, lawn mowing, fertilization, and snow removal (no ice control). The Villas Association shall also improve, maintain and repair any signage for The Villas at Elkhorn

Highland Ridge and any improvements which has been constructed or provided to the members of The Villas at Elkhorn Highland Ridge.

SECTION 1. Quarterly assessments may be assessed for, but not limited to, the following:

- (a) Care and maintenance of lawns to include regular mowing and application of chemical herbicides and fertilizer as necessary. The Owner is responsible for the maintenance of the trees, shrubs and landscaping on the Owner's Improved Lot. The Owner is responsible for replacement of all dead landscaping improvements and if the Owner fails to do so within a reasonable time, the Owner agrees to allow the Villas Association to replace such landscape improvements at the expense of the Owner at the time of the replacement and the Owner shall reimburse the Villas Association on demand.
- (b) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Improved Lot for snows of at least two (2") inches. No ice control will be provided.
- (c) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Villas Association.

ARTICLE VI RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

SECTION 1. Restrictions. Every Owner shall have the full right of ownership and enjoyment to his Lot and Improved Lot, subject to the restrictions set forth herein and in the Elkhorn Highland Ridge Covenants, which Elkhorn Highland Ridge Covenants is by this reference incorporated herein and to the extent not inconsistent with Article I of such Elkhorn Highland Ridge Covenants, with the following additional restrictions:

- (a) Each Improved Lot shall contain an attached garage for a minimum of two cars and a sprinkler system.
- (b) All yards shall be sodded as soon as reasonably possible after the construction of the dwelling is completed; however, such sodding shall be completed in all events within one year from the date the foundation of the residence on the Lot is completed.

**ARTICLE VII
ARCHITECTURAL CONTROL**

All of the provisions of the Elkhorn Highland Ridge Covenants, including but not limited to, the provisions of Article I, are hereby incorporated herein by this reference the same as if each and every provision thereof were set forth in full herein, and as a result, plan approval for all improvements shall be as set forth in Article I of the Elkhorn Highland Ridge Covenants. In addition to such Covenants, the Architectural Control Committee shall have authority to mandate the location for sprinkler control systems and piping. Such systems are to be Watts Series TWS mounted on the exterior of the home.

**ARTICLE VIII
INSURANCE**

The Villas Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

**ARTICLE IX
ACCESS**

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

**ARTICLE X
GENERAL PROVISIONS**

SECTION 1. Enforcement. The Villas Association, any Owner or the Declarant shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any provisions of the Elkhorn Highland Ridge Covenants incorporated herein by this reference. Failure of the Villas Association, any Owner or the Declarant to enforce any covenant or restriction herein contained or contained in the Elkhorn Highland Ridge Covenants shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

SECTION 3. Amendment. This Declaration may be amended at any time during the initial twenty (20) year term referred to in Article X, Section 4, thereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by this Declaration, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by this Declaration. The Declarant shall have the right to amend this Declaration for any reason during the initial term of ten (10) years from the date this Declaration is recorded.

SECTION 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

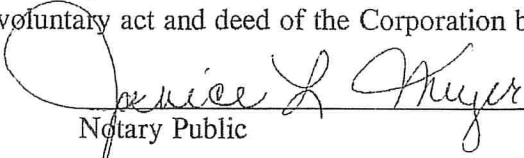
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions this 28 day of April, 2017.

ELKHORN HIGHLANDS, INC., a
Nebraska corporation, Declarant

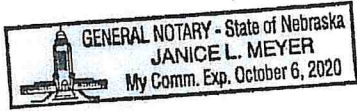
By: MJ
Melvin J. Sudbeck, President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 28th day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Melvin J. Sudbeck, to me personally known, who being by me duly sworn, did say that he is the President of Elkhorn Highlands, Inc., a Nebraska corporation, executing the foregoing instrument, that the instrument was signed on behalf of the corporation and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation by it and by the officer voluntarily executed.



Notary Public



CONSENTING LOT OWNER

Henry Sudbeck Builders, Inc., who is the Owner of Lot 2+3, Elkhorn Highland Ridge, a subdivision in Douglas County, Nebraska, hereby consent to subjecting such Lot to the terms and conditions of the Declaration and the recording of this Declaration with the Register of Deeds, Douglas County, Nebraska, against such Lot.

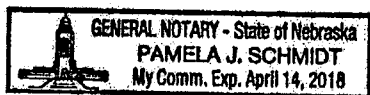
Dated this 15 day of June, 2017.

Jeann Sudbeck
Jeann Sudbeck, President of
Henry Sudbeck Builders, Inc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by JeAnn Sudbeck
on this 15th day of June, 2017.

Pamela J. Schmidt
Notary Public



For Irrigation System Applications

Job Name _____	Contractor _____
Job Location _____	Approval _____
Engineer _____	Contractor's P.O. No. _____
Approval _____	Representative _____

Series TWS

Key Operated Wall Hydrants for irrigation system winterization

Sizes: 3/4" - 1" (20 - 25mm)

Series TWS Key Operated Wall Hydrants have been specifically designed to provide outside access to a building water supply for start-up, winterizing, and servicing of irrigation sprinkler systems. The TWS is located outside of the home reducing the time spent on service calls. There is no need to locate the inside shutoff valve or the drain connection. Deploying the TWS wall hydrant enables the irrigation contractor to winterize an irrigation system at anytime thereby protecting the contractors' warranty and the homeowners' investment.

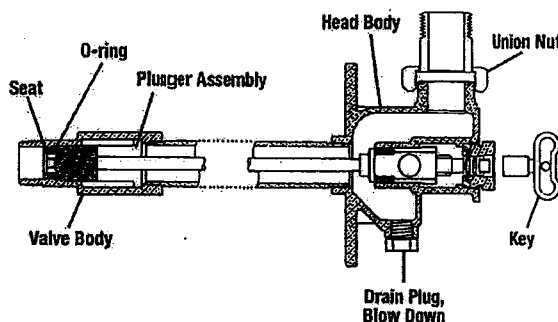
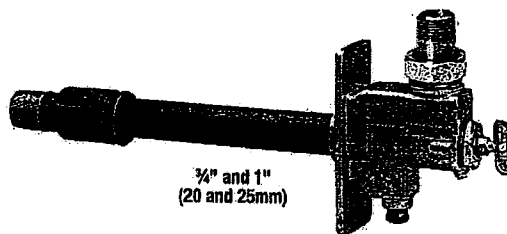
When used in conjunction with the Watts Series 800 Pressure Vacuum Breaker or either a Series 909 or 909 Reduced Pressure Zone Backflow Preventer, the installing contractor provides affordable freeze protection for both the irrigation system and the backflow preventer.

Features

- Eliminates delays and multiple visits to gain interior access to irrigation equipment
- Standardizes location of supply shutoff valve and drain connection
- Access available anytime for winterizing
- Durable bronze valve body and shaft
- One piece valve plunger
- Tamper resistant key operated hydrant
- Exterior chrome finish
- Resilient seated shutoff
- Union connection for ease of installation of backflow preventer
- Manual drain port

Specifications

A drainable freezeless wall hydrant shall be installed outside as shown, to provide a means of shutting off the flow of water to the irrigation system for winterizing the system and the backflow preventer. The valve body and shaft shall be of copper or brass construction with a one piece valve plunger to control both flow and drain functions. The hydrant shall be designed to include a drain plug for winterization of the irrigation system and backflow preventer. The hydrant shall be tamper resistant and shall be key operated. The hydrant shall be 3/4" or 1" (20 or 25mm) size and of the proper length for the installation and shall be a Watts Regulator Company Series TWS.



3/4"-1" (20 - 25mm)

MODEL	DISTANCE (D _H)		PIPE LENGTH		STEM LENGTH	
	in.	mm	in.	mm	in.	mm
TWS-8	8	200	9	229	12 ³ / ₁₆	313
TWS-10	10	250	11	279	14 ⁹ / ₁₆	364
TWS-12	12	300	13	330	16 ³ / ₁₆	389



Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently manufactured.

Materials

- Chrome plated bronze valve head.
- Brass shaft with threaded end.
- Resilient seated shutoff.

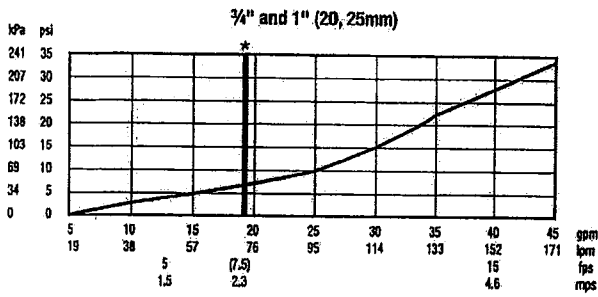
Pressure - Temperature

Temperature Range: 33°F - 140°F (0.5° C - 60° C) continuous,
180°F (82°C) intermittent

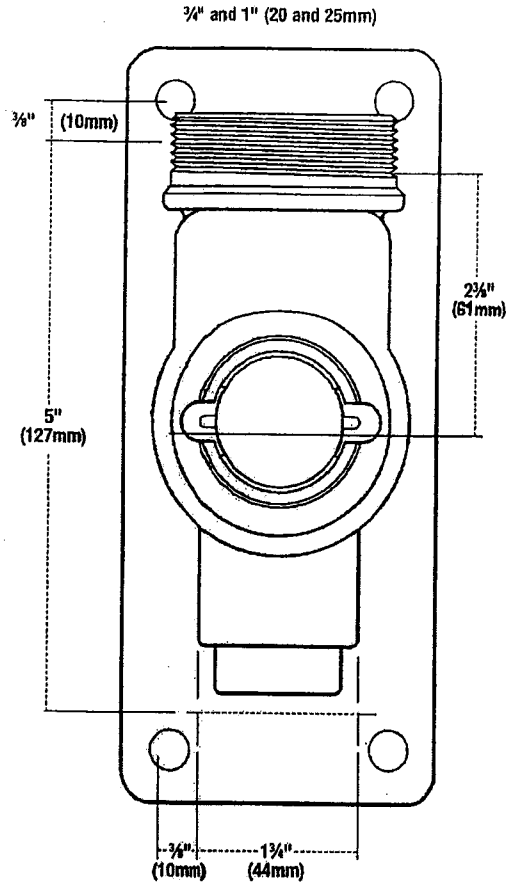
Maximum Working Pressure: 175psi (12.06 bar)

Capacity

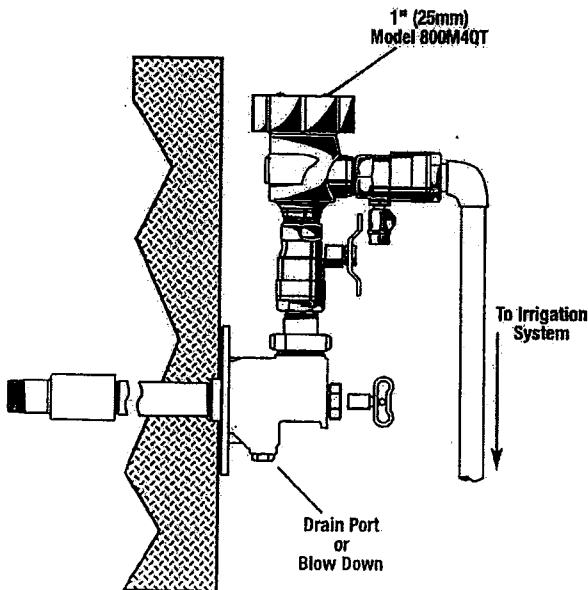
*Typical maximum system flow rate (7.5 feet/second)



Dimensions



Typical Installation



WATTS®

Backflow Prevention Products

ES-TWS 0633

ISO 9001
CERTIFIED

USA: 810 Chestnut St., No. Andover, MA 01810-6098, www.watts.com
Canada: 445 North Service Rd., Burlington, ON L7R 4K1, www.wattscanada.ca
© Watts Regulator Company 2006

- VILLAS AT ELKHORN HIGHLAND RIDGE
- SPRINKLER SYSTEM BACKFLOW LOCATION REQUIREMENTS
 - EXTERIOR FRONT CORNER OPPOSITE GARAGE
 - OUTSIDE ANY FENCE
 - NO LANDSCAPING HINDRANCE
 - EASILY ACCESSIBLE TO YARD CREW

