

**AMENDED DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_10, by the undersigned Owner-Developer of record.

WITNESSETH:

WHEREAS, the undersigned is the Owner-Developer of certain real property in the County of Lancaster, State of Nebraska, which ~~is~~ was more particularly described as:

Lot Two (2), EXCEPT the East 17 feet thereof, Whispering Pines 2<sup>nd</sup> Addition, as platted in the North One-Half of Section 20, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, known as The Bridges Addition;

and is now known as:

Lots 1-6, Block 1; Lots 1-11, Block 2; Lots 1-7, Block 3; Lots 1-13, Block 4; and Outlots A, B, C, D, E, F, G, H, I and J, all located in The Bridges Addition, Lancaster County, Nebraska ("Property").

NOW, THEREFORE, the undersigned hereby declares that all of the Property described above 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 the real property and be binding on all parties having any right, title or interest, in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I.**

**DEFINITIONS**

Section 1. "ASSOCIATION" shall mean and refer to The Bridges Home Owners Association, Inc., a non-profit corporation, its successors and assigns for the purpose of enforcing and maintaining compliance with this Amended dDeclaration for the Lots and Common Area.

Section 2. "OWNER" shall mean and refer to the record Owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including any contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "COMMON AREA" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners including all private roadways, trails, water features, bridges, landscaped commons or other improvements located thereon. The Common Area to be owned by the Association is presently described as follows:

That part of ~~the Property Lot 2, The Bridges, Lancaster County, Nebraska,~~ described and shown on page 1 of 7 of the Site Plan for The Bridges Community Unit Plan/Special Permit No. 06068 as Outlots A, B, C, D, and E. The Site Plan for The Bridges Community Unit Plan/Special Permit No. 06068 is on file in the Planning Department of the City of Lincoln, Nebraska.

Section 4. "LOT" shall mean and refer to each single family lot shown upon any recorded final plat of the Property. The plots of land to be platted as lots are described and shown on page 1 of 7 of the Site Plan for The Bridges Community Unit Plan/Special Permit No. 06068.

Section 5. "OWNER-DEVELOPER" shall mean and refer to Rezac-Pickering-Williams, LLC.

Section 6. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Property recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as amended from time to time.

Section 7. "MEMBER" shall mean and refer to those persons entitled to membership and entitled to vote on matters pertaining to the business of the Association as provided in the Declaration.

Section 8. "ARCHITECTURAL REVIEW COMMITTEE" shall be deemed to mean the Owner-Developer or their assigned representatives until such time as the Owner-Developer in writing transfers architectural review to the Association.

Section 9: "PROPERTY" shall mean the real property that was legally described as Lot Two (2), EXCEPT the East 17 feet thereof, Whispering Pines 2<sup>nd</sup> Addition, as platted in the North One-Half of Section 20, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, , which is now known as Lots 1-6, Block 1; Lots 1-11, Block 2; Lots 1-7, Block 3; Lots 1-13, Block 4; and Outlots A, B, C, D, E, F, G, H, I and J, all located in The Bridges Addition, Lancaster County, Nebraska known as The Bridges Addition.

## ARTICLE II.

### PROPERTY RIGHTS

Section 1. **Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in, and to, the Common Area, which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

- a. The right of the Association to adopt reasonable rules and regulations for the use of the Common Area; to including the right of the Association to assess an Owner for costs of repair, replacement, improvement and maintenance of the Common Area and its improvements.
- b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his/her Lot remains unpaid; or for any infraction of its published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of its interest in the Common Area to any person, public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.
- d. Members or their designees may be accompanied in the use and enjoyment of the Common Area by guests, but such guests shall be subject to the rules and regulations governing the use of the Common Area.

Section 2. **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Area.

## ARTICLE III.

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment; shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

**Class A.** Class A Members shall be all Owners, with the exception of the Owner-Developer, 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. 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.

**Class B.** Class B Member(s) shall be the Owner-Developer and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which occurs earlier:

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b. On August 1, 2011.

#### ARTICLE IV.

#### COVENANTS FOR ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Owner-Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs 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 is made.

Each Owner of a Lot acknowledges that the Property is subject to future subdivision and additional future urban residential development as shown on The Bridges Community Unit Plan/Special Permit No. 06068 when (a) the sanitary sewer and water mains have been extended to serve the Property; (b) the Property has been annexed; and (c) the Property has been re-zoned to a district allowing for higher urban density. The Owner of any Lot acknowledges that by acceptance of a deed to the Property, he/she will be responsible for all the future infrastructure costs associated with the annexation of the Property into the City of Lincoln, specifically those outlined in The Bridges Community Unit Plan/Special Permit No. 06068, including special assessments assessed and levied against the Lots. In addition, each Owner of a Lot agrees that in the event a street abutting said Lot within the Property is included within a street paving and/or ornamental lighting district, Owner shall, within 30 days upon the creation of the district, petition the City Council of the City of Lincoln to order the final construction of said street paving and/or ornamental lighting. In addition, each Owner who accepts a deed to a Lot acknowledges that certain outlots shown and identified on The Bridges Community Unit Plan/Special Permit No. 06068 are reserved for Future Platting Urban Density and subject to future platting to a density to approximately 250 dwellings when (a) sanitary and water mains have been extended to serve the outlots; (b) the outlots have been annexed; and (c) the outlots have been re-zoned to a district allowing for higher urban density.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the eCommon Area. These assessments shall include, but not be limited to, the operation and maintenance of the community waste water system located within the said plat in accordance with the rules and regulations of the State of Nebraska, the County of Lancaster and the City of Lincoln. The assessments shall also include the continuous maintenance of the streets within the plat, until such time as the City of Lincoln, Nebraska, specifically accepts such maintenance. Outlot H includes a waste water treatment facility which serves all Lots within the Property. The Association shall maintain it in accordance with all applicable laws and regulations. The Association shall budget an adequate amount to pay for professional management of the system and provide for a build-up of reserves for capital improvements as may be recommended by the Professional Manager. Assessments for the maintenance, Professional Management and establishment of reserves for capital improvements shall be made equally against all Lots within the Property.

**Section 3. Annual Assessment.** Until January 1, 2009 any Lot with an occupied residence shall be assessed One Hundred (\$100.00) Dollars per month commencing the first of the month following occupancy. After January 1, 2009 all Lots shall be assessed based on estimated actual costs. Any deficiency on estimated actual costs shall be billed to the Lot Owner when determined.

**Section 4. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the 1<sup>st</sup> day of January 2009. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall 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 issuance.

**Section 5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for new construction of capital improvements shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting on person or by proxy at a meeting duly called for this purpose. Special assessments shall be levied at any time for construction, reconstruction, repair or replacement of a capital improvement the operation of which is required by the State of Nebraska, Lancaster County or the City of Lincoln if such action is necessary to comply with a requirement of such governmental entity.

**Section 6. Notice and Quorum for Any Action Authorized Under Section 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days

in advance of the meeting. At the first meeting called, the presence of Members or of proxies 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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.     **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis or on an annual basis, as determined by the Board of Directors.

Section 8.     **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9.     **Subordination of the Lien to Mortgages and Deeds of Trust.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. No sale or transfer shall relieve such Lot from the liability for any assessment lien.

## ARTICLE V.

### USE RESTRICTIONS FOR THE PROPERTY

The Bridges Development is dedicated to preserving the environment and sustainable design practices. The following use restrictions are intended to create an exceptional neighborhood in which to live.

Section 1.     **Use.** No Lot when final platted as a buildable Lot shall be used other than for single family residential purposes in accordance with the requirement of The Bridges Community Unit Plan/Special Permit No. 06068. No Lot shall be improved unless the plan for improvement has been approved in writing by the Owner-Developer. No Lot shall be re-graded or re-landscaped without prior written approval by the Owner-Developer.

Section 2.     **City Requirements.** All buildings within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

Section 3.     **Completion of Construction.** Any building constructed upon any Lot within the Property shall be completed within twelve (12) months after the commencement of construction. Commencement of construction shall be deemed to start thirty (30) calendar days from written approval of the building plans by the Architectural Review Committee.

**Section 4. Approval of Plans.** Prior to the construction of any building or other improvement on any Lot, two sets of building plans for such building or other improvement shall be submitted by the Lot Owner to the Owner-Developer for review and approval. Said building or improvement plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the building or other improvement to be constructed on such Lot. A statement by the Lot Owner that they will also provide any amendments, modifications or changes to the plans during the construction process is required. The Lot Owner shall obtain written approval from the Architectural Review Committee for changes or modifications prior to construction for plan, exterior elevations, building location or site plan changes. Plans for any building or other improvement to be placed or constructed upon any Lot within the Property shall be submitted to the Owner-Developer and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot shall indicate the location of building or improvement, attached or detached structure, or any other improvements and proposed landscape plan. Such plans shall also include erosion control measures which will contain erosion of soil on the Lot during construction. One set of plans shall be left on permanent file with the Owner-Developer. Construction of the building or improvements shall not be commenced unless written approval of the plans has been secured from the Owner-Developer. Written approval or disapproval of the plans shall be given by the Owner-Developer within thirty (30) days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Owner-Developer shall have the exclusive right to disapprove the plans, if in Owner-Developer's opinion, the plans do not conform to the general standard of development in the Property.

**Section 5. Minimum Floor Area and Dwelling Setbacks.**

Minimum floor area for any single family dwelling construction upon a Lot, except Lots 1-7, Block 3 and Lots 2-6, Block 1 of The Bridges Addition, exclusive of basement, garages, porches, patios, decks or enclosed decks shall be:

Single Story	1,800 square feet
One and one-half Story	2,200 square feet
Two Story	2,600 square feet

Minimum floor area for any single family dwelling construction upon a Lot within Lots 1-7, Block 3 and Lots 2-6, Block 1 of The Bridges Addition, exclusive of basement, garages, porches, patios, decks or enclosed decks shall be:

<u>Single Story</u>	<u>1,600 square feet</u>
<u>One and one-half Story</u>	<u>2,000 square feet</u>
<u>Two Story</u>	<u>2,400 square feet</u>

Minimum dwelling setbacks on all Lots shall be:

Front Yard setback	30 feet
Rear Yard setback	30 feet
Side Yard setback	7.5 feet

Section 6. **Minimum Standards, Special Requirements and Restrictions.** The following general standards, special requirements and restrictions shall guide the Architectural Review Committee in the review of any plans for any building or other improvement submitted for approval within The Bridges Development. These standards, special requirements and restrictions shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Architectural Review Committee shall have the right, in the Architectural Review Committee's sole and absolute discretion, to modify the application and interpretation of these standards, special requirements and restrictions when exercising plan approval authority.

- a. **Number of Buildings per Lot.** There shall be no more than two (2) buildings, including the main residence constructed upon any buildable Lot within the Property.
- b. **Accessory Buildings.** No detached accessory buildings, shed, playhouses, greenhouses, or any structure of any kind (not including swing sets) shall be constructed or placed on any Lot within the prior written approval of the Architectural Review Committee. See Swimming Pools for swimming pool house requirements. No accessory building shall be constructed larger than 800 square feet, nor shall a building have a length or width of more than thirty-five (35) feet. Accessory buildings are to be constructed in a similar roof pitch, eave overhang, color, and exterior materials. Accessory buildings' garage door(s) shall not exceed ten (10) feet in height. No accessory building shall be constructed with exterior metal siding.
- c. **Garage and Access Roadways.** All single family dwellings shall have an attached garage capable of holding a minimum of two (2) full-sized vehicles. It is the design intent of The Bridges Development to have the garage door access on the side of the dwelling unit. If the garage is oriented to the front, it must be set back at least three (3) feet from the front of the house and subordinate to the overall appearance of the property. All driveways must be concrete or permeable pavers only. No asphalt is allowed.
- d. **Garbage and Refuse.** Garbage and refuse must be stored in covered containers which shall be kept within a structure or a screened area except during pick-up or disposal. Garbage or refuse must not be burned or buried on any Lot.
- e. **Sidewalks.** Each Lot Owner, other than the Owner-Developer, shall be, and hereby assumes, any and all responsibility or liability for the construction and maintenance of sidewalks parallel to each street or roadway, which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or

roadway which abuts shall be constructed and paid for by the Lot Owner upon the earlier date of:

1. The construction of the building constructed upon the Lot.
  2. Within eighteen (18) months from the date of purchase of the Lot, if construction has not begun.
  3. Whenever required by the Owner-Developer, Association, or City of Lincoln, whichever is first. Each individual Lot Owner, other than the Owner-Developer, shall indemnify and hold the Owner-Developer harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or roadway, which abuts the Lot or Lots owned by such Lot Owner.
- f. **Mail Boxes.** All mail boxes shall be designed and constructed in a similar architectural style as the single family dwelling and shall meet U.S. Postal Service guidelines for location and mail box design.
- g. **Swimming Pools.** Above ground swimming pools or temporary swimming pools that extend more than one (1) foot above ground are not permitted on the Lot. In-ground swimming pools are acceptable and shall be fenced in accordance with the Walls and Fences restrictions.
- h. **Walls and Fences.** Wall structures and fencing are limited to aesthetic purposes consistent with the style of the home. Solid fencing, chain link and barbed wire fencing are not permitted on the Lot. Pet control on the Lot shall be accomplished by an underground electric fencing system only. No wall structures or fencing shall exceed five (5) feet in height, except around a swimming pool. Wall structures or fencing for refuse screening and/or swimming pools shall be submitted to the Architectural Review Committee for approval.
- i. **Dwelling and/or Additional Building Architectural Style.** Dwellings should be designed based on architectural styles suitable for country living or site characteristics. Some styles might include English Country, French Country, Prairie, New England Farmhouse, California Bungalow, Cape Code, or Ranch with the requisite deep overhangs and multiple wings. Homes are expected to be properly proportional to their style.
- j. **Height Restrictions.** No family dwelling unit or accessory building shall exceed thirty-five (35) feet in height as measured from the highest grade elevation near the dwelling unit or accessory building on the public street or roadway side.

- k. **Exterior Finishes.** The front and any side of a family dwelling unit or accessory building on any Lot, except Lots 1-7, Block 3 and Lots 2-6, Block 1 of The Bridges Addition must be faced with at least sixty percent (60%) while the rear shall have at least thirty percent (30%) brick, stone veneer products or natural stone to a degree suitable to the architectural style and having clear design presence. The calculation determining percentage of coverage does not include windows, doors and garage doors.

On any Lot within Lots 1-7, Block 3 and Lots 2-6, Block 1 of The Bridges Addition, only the front of a family dwelling unit or accessory building must be faced with at least sixty percent (60%) brick, stone veneer products or natural stone to a degree suitable to the architectural style and having clear design presence.

On all family dwelling units or accessory buildings upon any Lot, All fireplace chimneys supported by a foundation and direct vent fireplace wall that protrude from any front or side yard shall be faced with brick, stone veneer products or natural stone. Fireplace chimneys located in the rear yard may be faced with alternate materials, subject to approval by the Architectural Review Committee. Brick, stone veneer products or natural stone must terminate at vertical transition with other materials at an inside joint, such as a wall or fireplace. No transition shall be permitted at an outside corner or joint. Lap siding materials must be made of fiber cement (James Hardie fiber cement siding only) and must be used in combination with window and door trim boards. The exposure of the lap siding shall not exceed seven (7) inches with the design intent of The Bridges Development to be in the range of four (4) to six (6) inches. Lap siding shall not exceed seventy percent (70%) on any wall area. Exposed foundation construction shall be faced with brick, stone veneer products or natural stone. Limit concrete exposed foundation. If present, note the extent on the elevations for the Architectural Review Committee's evaluation.

- l. **Exterior Colors.** Diversity of colors between family dwelling units in The Bridges Development is welcome and encouraged, however, excessively vivid colors should be avoided. Natural colors of brick, stone veneer products, natural stone, painted fiber cement products and roofing material are preferred. Color pallet of all construction material shall be submitted for approval to the Architectural Review Committee.
- m. **Exterior Lighting.** All 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.
- n. **Drinking Water.** Due to this ground being used previously for agricultural purposes, the water for drinking will need to be treated with a standard treatment method such as reverse osmosis or similar.

- o. **Geothermal Heating and Air Conditioning.** The Bridges Development is a geothermal design development for heating and air conditioning. All systems shall be of the "open-loop" or "closed-loop" design, preferably using a pond loop when doing a "closed-loop" installation. A vertical loop design will be considered where the pond loop design is not feasible. All loop and system designs are the responsibility of the Lot Owner and must be pre-approved by the Owner-Developer. The pond loops shall utilize the "Slim Jim" lake plate system and are to be furnished and installed by the contractor chosen by the Owner-Developer as the loop installer for the "project," with the Lot Owner being financially responsible. All loops are to utilize pure propylene glycol as its antifreeze. The geothermal heat pumps utilized must be ClimateMaster, Carrier, or Bryant "branded" product.
- p. **Windows.** All windows and doors shall be Andersen windows and doors, series 400, unless exception is given by Owner-Developer.
- q. **Elevated Decks.** Elevated decks on the rear or sides of the family dwelling unit or accessory building shall be integrated into the architectural style of the dwelling and landscaping.
- r. **Roof.** The roof of a family dwelling unit or accessory building shall be a minimum pitch of 5:12, or as may be dictated by a unique architectural style of the dwelling and landscaping.
- s. **Wiring.** No wiring for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. No commercial radio or television tower shall be permitted upon any Lot within the Property. Radio and/or television antennas or satellite dishes for personal use may be located upon the Property in accordance with item t. below.
- t. **Antennas, Towers, and Satellite Dishes.** No television antennas, radio tower/antenna, wind powered electric generator, permanent generator or satellite dish over two (2) feet in circumference shall be placed on any Lot except on the interior of any structure. Satellite dishes shall be located in the rear yard or affixed to the rear side of the structure. Note on the elevations the proposed location for the Architectural Review Committee's evaluation. All wires, cables, conduits, or pipes shall be placed underground except that portion necessary for service to the interior of any structure.
- u. **Solar Panels.** Any solar panels placed on any residence constructed on any Lot shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such residence nor in any yard of any Lot. Note on the elevations the purposed location(s) for the Architectural Review Committee's evaluation.

- v. **Propane Tanks.** Any propane tank placed on the Lot shall be screened with landscaping.

**Section 7. Landscaping.** Prior to the occupancy of any family dwelling unit on any Lot, a landscape plan signed by the owner shall be submitted to the Architectural Review Committee for approval. Any landscape plan must include at a minimum:

- a. A landscape plan for the entire front and side yards. Include §street tree species and locations on plan.
- b. All landscape lighting must be within the landscape areas.
- c. Trees shall be a minimum of one and one-half (1-1/2) caliper on the Lot with the exception of the §street trees.
- d. Lot Owners are encouraged to increase the usage of drought-resistant plant materials and the use of native grasses in the landscape design.
- e. See “Lawn Maintenance” for grass requirements.
- f. See “Street Trees” for requirements.
- g. Identify final grading on plan including drainage swells, subsurface drainage, retaining walls, retaining wall material, berms, and any special design feature.

The Lot Owner shall be responsible for completing all components of the approved landscape plan within a twelve (12) month period beginning at such time as an occupancy permit is issued on the residence located on the Lot.

**Section 8. Lawn Maintenance.** At such time as an occupancy permit is issued on a residence located within the Property, the Owner of such Lot shall have twelve (12) months within which to establish a lawn that is at least seventy-five percent (75%) in area planted to a drought-resistant, disease-resistant grass species, and each of such title Owners shall be deemed to covenant to maintain such lawn in a drought-resistant grass species, except native grasses which are suitable for conservation reserve planting. Owners are encouraged to increase their use of native grasses. For the health and vitality of aquatic life, restrictions are in place for the use of chemicals on your property. The Owner-Developer/Association will provide a list for your convenience.

**Section 9. Street Trees.** All landscaping plans shall include the street trees for each Lot and requires the approval of the Architectural Review Committee. Each Lot Owner shall nurture and maintain all trees placed upon the Lot by the Owner-Developer. Each Lot Owner will be required to plant two (2) trees along the street that are a minimum of two (2) inches in diameter. The Owner-Developer will have a pre-determined variety designated in the overall development plan. All landscaping plans for each Lot require the approval of the Owner-Developer. The Lot Owner is responsible for deceased tree removal and replacement of a two

(2) inch caliper tree matching the tree removed within a six (6) month period of street tree's death.

**Section 10. Grading and Erosion Control.** Owner-Developer shall have the exclusive right to establish grades and slopes for all Lots within the Property and to fix the grade at which any family dwelling unit or accessory building shall be constructed upon any Lot, in conformity with the general plan for development of the Property. The builder is required to install erosion control measures (as specified by NDEQ guidelines) on the Property prior to construction to protect any Common Area, roadways, walkways and bodies of water. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction by the Owner-Developer. If upon notice from the Owner-Developer to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or their contractor fails to comply within forty-eight (48) hours of delivery of such notice, the Owner-Developer 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 eighteen percent (18%) per annum until paid.

**Section 11. Lot Maintenance.** Each Lot shall be kept free of debris and weeds and shall be kept mowed. If a Lot is not maintained in the above manner, the Association may notify the Owner of the Lot in writing that such maintenance must be done in ten (10) days, after which, if the Owner has not complied, the Association may perform the work and charge the owner for such work.

**Section 12. Removal of Dirt.** The cost to remove or relocate the dirt from grading or excavation shall be borne by the Lot Owner. The Owner-Developer may, in the Owner-Developer's sole discretion designate an area for stockpiling dirt.

**Section 13. Common Utility Lines.** When any utility line shall be constructed on two (2) or more adjoining Lots within the Property, each Member who is titleholder of one (1) of the adjoining Lots shall have an easement for the maintenance, repair, and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the interest requisite for membership. Any expenses of maintenance, repair, or replacement of the utility line shall be borne equally by the Members who are the titleholders of such adjoining Lots. The provisions of this paragraph shall not operate to relieve any Member from any liability which such Member may incur by reason of negligent or willful acts or omissions resulting in the damage to the utility line.

**Section 14. Animals and Animal Shelters.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot within the Property for any commercial purpose. The only animals permitted shall be cats, dogs, and house pets kept for personal or family purposes. No farm animals, including but not limited to cattle, horses, swine, sheep, goats, or poultry shall be permitted on any Lot within the Property for any purpose. 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. 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 approved by the Architectural Review Committee, which may require special landscaping or screening. Dog run or kennel shall:

- a. Be attached to the family dwelling unit or accessory building.
- b. Not be visible from any street or private roadway.
- c. Not be located in any required setback.
- d. Not be visible to a degree from adjacent properties and having clear design presence including screening that is suitable to the architectural style of the dwelling.

**Section 15. Recreational Vehicles.** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot within the Property, except within an enclosed structure. Notwithstanding the foregoing recreational vehicles may be temporarily parked or stored upon a Lot for a period of time not to exceed fourteen (14) days per year.

**Section 16. Storage or Repair on Lot.** No Lot may be used for storage of any personal property including but not limited to boats, camper, trailer, vehicle-drawn or mounted trailer of any kind, mobile home, truck, semi-truck, aircraft, mobile camper home on any part of a Lot for over seventy-two (72) hours, other than in an enclosed structure nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. 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 excavation equipment, tractors, or semi-tractor/trailers shall be stored, parked, kept or maintained in any yard, driveway or street, other than in an enclosed structure. This section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings, improvements during the period of construction or maintenance of the Common Area.

**Section 17. Temporary Structures.** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot within the Property shall be used as either a temporary or permanent residence.

**Section 18. Signs.** No advertising signs, billboards, or other advertising device shall be permitted on any Lot within the Property. However, Owner-Developer may erect signs advertising Lots for sale within the Property, and a sign advertising a single Lot for sale may be erected upon any Lot.

**Section 19. Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any Lot within the Property, or anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. There shall be no discharging of firearms within the Property or the Commons.

Section 20. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof

## ARTICLE VI.

### EASEMENTS

Section 1. **General Easements.** The Owners reserve to themselves, their successors and assigns, easements over and upon the Common Area as defined in Section 3 of ARTICLE I hereof, subject to the rules and regulations for its use as determined by the Association.

Section 2. **Sewer and Water Line Easements.** It is the Lot Owner's individual responsibility and expense to maintain, repair and replace any water or sewer line which services the residence on his/her own Lot. Should the Owner fail to maintain, repair or replace such lines or lines when needed, then the Association shall have the right to repair or replace such lines and charge the Lot Owner for the actual cost of such repair or replacement.

Section 3. **License to Enter Upon Lots for Maintenance.** The Association reserves the right to enter upon any Lot within the Property to provide the maintenance set forth in ARTICLE V of this Declaration.

## ARTICLE VII.

### GENERAL PROVISIONS

Section 1. **Enforcement.** The Association or any Owner, shall have the right to enforce, by any proceeding at law or in 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 any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Common Area, including the trees, shrubs, and grass; the private roadways, driveways and parking areas, storm sewers, private ornamental street lights, private sanitary sewers, private sewage disposal plant, private water lines, and private water wells, and the community sewage system located in Outlot H. The City of Lincoln shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding future urbanization of the Property. In the event The Bridges Home Owners Association, Inc. dissolves, the Lot Owners shall remain jointly and severally liable for the cost and maintenance of the aforementioned Common Area and private improvements.

Section 2.     **Severability.** Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3.     **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that these covenants and restrictions shall not be permitted to terminate or lapse, nor shall the future urbanization and maintenance responsibilities and requirements be modified as to the Common Area, without the prior written consent of the City of Lincoln, Nebraska. It is expressly understood that this Declaration can be amended at any time during its existence. In the event that the Association is dissolved, the Members thereof shall remain jointly and severally liable for the cost of maintenance of those items set forth in Section 4 of this ARTICLE VII. In the event that the maintenance obligations are not fulfilled, the City of Lincoln, may, at its option, perform such maintenance as it deems necessary and bill each of the Members for the cost of the performance of such maintenance on an equal basis.

Any instrument amending, modifying, abrogating or canceling these protective covenants pertaining to the structure, existence or financing of the Home Owner's Association must be approved by the City Attorney's office in writing and recorded before it shall be effective.

Section 4.     **Permanent Maintenance of Common Area.** The Association hereby expressly assumes responsibility for the permanent and continuous maintenance of the Common Areas, including the trees, shrubs and grasses; the bridges; the private roadways, the ponds, and spillways, sewer lines; private sewage disposal plant, water lines and water wells, if any, as required under the ordinance which approved The Bridges Community Unit Plan/Special Permit No. 00068 and any future final plat of the Property.

Section 5.     **Reserved for Future Platting to Urban Density.** After annexation into the City of Lincoln, Nebraska, Outlots A, F, I, and J will be developed into Urban Density of approximately 344 units.

IN WITNESS WHEREOF, the undersigned being the Owner-Developer of record herein, has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER-DEVELOPER:

REZAC-PICKERING-WILLIAMS, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Gary A. Pickering, its Manager

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Gary A. Pickering, Manager of Rezac-Pickering-Williams, LLC.

\_\_\_\_\_  
Notary Public

~~APPROVAL OF RESTRICTIVE COVENANTS FOR THE LIMITED PURPOSE OF  
CONVEYING MAINTENANCE OF THE COMMONS TO THE HOME OWNERS  
ASSOCIATION.~~

\_\_\_\_\_  
City Attorney's Office