

**THIRD AMENDMENT AND RESTATEMENT OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS OF RIDGE SOUTH**

KNOW ALL MEN BY THESE PRESENTS:

*WHEREAS, the undersigned, constituting owners of at least two-thirds of the "Lots" located on the "Property" described in and covered by the Declaration of Protective Covenants, Conditions & Restrictions of Ridge South filed of record with the Lancaster County Register of Deeds as Instruments No. 96-033558 ("Protective Covenants"), do hereby desire to amend the terms of the Protective Covenants.*

*NOW, THEREFORE, the undersigned hereby agree to amend and restate the Protective Covenants, Conditions & Restrictions of Ridge South as follows:*

~~WHEREAS, Dale M. Jensen, a single person, and WHAGO Corporation, a Nebraska corporation (the "Owners"), are the owners of certain tracts of real property more particularly described on Exhibits "A," "1," "B-2," "B-3," "C," "D," "E" and "F," "A", which are attached hereto and incorporated herein by this reference as if fully set forth (collectively, the "Property"); and~~

~~WHEREAS, attached hereto as Exhibit "G" is a copy of a map showing the general location of the individual parcels described in Exhibits "A" through "F," that comprise the Property; and~~

~~WHEREAS, the Owners have contracted with Ridge Development Company, a Nebraska corporation (the "Developer"), to aid the Owners in developing the Property into a residential community; and~~

~~WHEREAS, the Owner and the Developer are in the process of platting the Property via the appropriate process through the City of Lincoln, Nebraska, and said platting process may include property other than the Property described herein; however, these Protective Covenants, Conditions & Restrictions shall apply only to the Property described on Exhibits "A" through "F," inclusive; and~~

~~WHEREAS, the Owners and the Developer desire to ensure the orderly and proper development, maintenance and use of the Property, in order to protect and preserve the overall character of the Property in accordance with their desires to develop a quality residential neighborhood, and in order to provide and maintain a uniform set of rules, regulations and restrictions concerning the construction and use of any structures on the Property, and in order to provide for the maintenance, use and operation of the Commons (as hereinafter described).~~

~~NOW, THEREFORE, the Developer does hereby create, establish, adopt and impose the following covenants, restrictions and conditions on the Property, to wit:~~

I. DEFINITIONS:

- ~~A. As used herein the term "Property" shall be deemed to mean the Property described on Exhibits "A," "B-1," "B-2," B-3, "C," "D," "E" and "F," which are attached hereto and incorporated herein by this reference as if fully set forth.~~
- A. *The "Property" remains as described in Instrument No. 2000 016485, 96 033560, 97 054039.*
- B. As used herein, the terms "Lots" or "Lot" shall be deemed to mean all single-family Lots (exclusive of Outlots and Commons) now or hereafter located on the Property which are shown on any Final Plat of all or any portion of the Property; provided, that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska. Each Lot shall be designated as either an "A-Lot," a "B-Lot," or a "C-Lot" *or a "D-Lot."* ~~All Lots located on the portion of the Property more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference are hereby designated as A-Lots; all Lots located on the portion of the Property more particularly described on Exhibits "B-1," "B-2," or "B-3" which are attached hereto and incorporated herein by this reference are hereby designated as B-Lots; and all Lots located on the portion of the Property more particularly described on Exhibit "C" which is attached hereto and incorporated herein by this reference are hereby designated as C-Lots.~~
- C. As used herein, the term "Commons" shall be deemed to mean the Outlots as described on Exhibits "D," "E," and "F" *of Instruments No. 96-033558* which is attached hereto and incorporated herein by this reference as if fully set forth; provided, however, that the exact legal description of the Outlots may change at the time that a final plat for the Property on which such Outlots are located is filed by adding a portion of said Outlots to the adjoining residential Lot.
- D. As used herein the term "Lot Owner" shall be deemed to mean the owner or owners of record of any single-family Lot located on the Property.
- E. As used herein, the term "Homeowners Association" shall be deemed to mean Ridge South Homeowners Association, Inc., a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with these Covenants.
- F. As used herein, the term "Architectural Review Committee" shall be deemed to mean a committee of not less than three (3), nor more than five (5), persons appointed by the Board of Directors of the Homeowners Association. A Member of the Architectural Review Committee need not be a Member of the Homeowners Association.

- G. As used herein, the term "Member" shall be deemed to mean those Lot Owners entitled to vote on matters pertaining to the business of the Homeowners Association.
- H. As used herein, the term "Covenants" shall be deemed to refer to this Declaration of Protective Covenants, Conditions and Restrictions, as modified or amended in accordance herewith.
- I. As used herein, the term "Developer" shall be deemed to mean Ridge Development Company, a Nebraska corporation, or its successors or assigns; provided, however, that any successors or assigns of the Developer shall be deemed to be bound by the terms and provisions of these Covenants.
- J. As used herein, the term "Front Lot Line" shall be deemed to mean that portion of any Lot line which directly abuts a street open to the use of the general public.
- K. As used herein, the term "Side or Rear Lot Line" shall be deemed to mean that portion of any Lot line which does not directly abut a street open to the use of the general public.
- L. As used herein, the term "Landscape Review Committee" shall be deemed to mean a committee of not less than three (3), nor more than five (5), persons appointed by the Board of Directors of the Homeowners Association. A Member of the Landscape Review Committee need not be a Member of the Homeowners Association.*
- II. No Lot or any residence hereafter placed or constructed on any Lot shall be utilized for any purpose other than for single-family residential purposes. No townhouses, condominiums, apartments or multiple dwelling units of any kind or type shall be built on any Lot, nor shall any Lot Owner allow or permit any dwelling unit constructed on any Lot to be converted into any type of town home, condominium, apartment or multiple dwelling unit.
- III. Prior to the occupancy of any single-family residence to be constructed on any Lot, an underground sprinkler system shall be installed on such Lot. *However, the Architectural Review Committee shall have the authority to waive and extend this requirement; provided that any extension shall not exceed six (6) months of occupancy.*
- IV. Any single family dwelling to be constructed on any Lot must be constructed by a builder approved in writing by the Homeowners Association. ~~Upon written request, the Homeowners Association shall provide any Lot Owner, or potential Lot Owner, with a list of approved builders who have been authorized by the Homeowners Association to construct single-family dwellings on the Lots.~~ *Prior to*

*the approval of any building plans, as set forth below, the Builder must be approved in writing by the Board of Directors of the Homeowners Association. The Builder must submit to an interview process. Upon written request, the Homeowners Association shall provide any Lot Owner, or potential Lot Owner, with a list of builders who have been approved by the Homeowners Association to construct single-family dwellings on the Lots.*

- V. Prior to the construction of any single-family residence on any Lot, a full size set of building plans for such residence shall be submitted by the Lot Owner to the Architectural Review Committee for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot, and contain a statement that the Lot Owner will submit to the Architectural Review Committee, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design 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 Architectural Review Committee. 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 Architectural Review Committee and such approval has been filed and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska. *Said approval must be filed by the Lot Owner.* Written approval or disapproval of such building plans shall be given by the Architectural Review Committee within thirty (30) days from and after receipt thereof by the Architectural Review Committee. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Architectural Review Committee 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 Architectural Review Committee, either the style, size, material 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 Architectural Review Committee to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

Regardless of any of the requirements of these Covenants concerning the prior approval of building plans or landscape plans by the Architectural Review Committee or the *Landscape Review Committee*, the Architectural Review Committee *and the Landscape Review Committee* shall have no power to, to wit: (a) allow, permit or consent to the construction of any single-family residence on

any Lot if such residence would violate any of the other terms or provisions of these Covenants; or (b) waive any term, condition, or restriction imposed by these Covenants on such Lot.

- VI. Prior to the ~~construction~~ *final grading* of any single-family residence on any Lot, a landscape plan signed by the Lot Owner shall also be submitted to the ~~Architectural~~ *Landscape* Review Committee for approval. Any landscape plan must include at a minimum, to wit: (a) a landscape plan for the entire portion of such Lot from the Front Lot Line to the single-family residence to be constructed on such Lot; (b) show a minimum planting schedule for an A-Lot or a B-Lot of, to wit: (i) eight \*8) two-inch caliper deciduous trees, (ii) four (4) evergreens of minimum five-foot height, and (iii) thirty (30) one-gallon containers of plantings in the area described at (a) above, or alternatively, show a minimum planting schedule for a C-Lot *or a D-Lot* of, to wit: (iv) six (6) two-inch caliper deciduous trees, (v) two (2) evergreens of minimum five-foot height, and (vi) twenty (20) one-gallon containers of plantings in the area described at (a) above; (c) meet the screening requires of paragraph XIV herein; (d) contain a written certification by the Lot Owner that, to wit: (i) all of the plantings required pursuant to this paragraph will be installed at the completion of the construction of the single-family residence to be constructed on such Lot, and that such Lot will be ~~seeded~~ *or* sodded prior to occupancy of the single-family residence; (ii) that an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any ~~seeding~~ *or* sodding of such Lot, all in accordance with paragraph III of these Covenants; (iii) that the landscape plan, the plantings and underground sprinkler system required to be installed on the Lot pursuant to these Covenants will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's successors or assigns; and (iv) that all future landscaping of the area described in paragraph VI(a) above will be submitted to the Architectural Review Committee for approval prior to the commencement of any such future landscaping in such area. No ~~construction~~ *final grading* of any single-family residence of any Lot shall be commenced unless and until written approval of the landscape plan has first been obtained from the ~~Architectural~~ *Landscape* Review Committee, and such approval has been filed and recorded in the office of the Register of Deeds of Lancaster County, Nebraska. *Said approval to be filed and recorded by the Lot Owner.* Written approval or disapproval of such landscape plan shall be given by the ~~Architectural~~ *Landscape* Review Committee within thirty (30) days from and after receipt of such plans by the ~~Architectural~~ *Landscape* Review Committee. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the ~~Architectural~~ *Landscape* Review Committee shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Property. *However, the Landscape Review Committee shall have the authority to extend the requirement set forth in (d) provided that any extension shall not exceed six (6) months from completion of the construction of the single-family residence.*

No future landscaping of the area described at paragraph VI(a) above shall be commenced unless such landscaping has first been approved in writing by the ~~Architectural~~ **Landscape** Review Committee, which approval shall not be unreasonably withheld.

Regardless of anything else set forth above in this paragraph VI concerning landscaping of any ~~A-Lot or any B-Lot~~ **Lot**, the plantings of the trees described in (b)(i) and (ii) above must be completed within eighteen (18) months after the title to any such Lot is conveyed (whether by deed or land contract) by the Owner to any Lot Owner other than the Developer.

- VII. No dwelling or other structure of any kind or type shall be located on any A-Lot nor on any B-Lot within forty (40) feet of the Front Lot Line, nor within fifteen (15) feet of any Side or Rear Lot Line. No dwelling or other structure of any kind or type shall be located on any C-Lot or **D-Lot** within thirty-five (35) feet of the Front Lot Line, nor within ten (10) feet of any Side or Rear Lot Line.
- VIII. All garages for any single-family houses constructed on any Lot shall contain a minimum of two (2) stalls, shall be attached to the dwelling unit located on such Lot. No doors for any vehicular traffic entering any such garage may face the Front Lot Line of an A-Lot or a B-Lot. All mailboxes located on any Lot shall be constructed of brick or masonry material identical to the brick or masonry material utilized in the construction of the single-family house located on such Lot, and shall be designed and constructed in accordance with standard specifications established by the Architectural Review Committee.
- IX. No detached accessory buildings, shed, playhouses, greenhouses, satellite television dishes, or any structures of any kind may be constructed or placed on any Lot without the prior written approval of the Architectural Review Committee; provided, however, that a detached swimming pool house may be built beside any swimming pool constructed on any Lot so long as, to wit: (a) the swimming pool house is constructed with the same architectural style as the single-family residence located upon such Lot; (b) such pool house is not occupied or utilized as a residence or guest house; and (c) the swimming pool and the swimming pool house meet the minimum setback requirements set forth in paragraph VII above.
- X. ~~No single family residence shall be constructed on any A-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 3,000 square feet in the case of a one-story ranch-style single-family residence; or (b) 3,400 square feet in the case of a one and one-half story or split level single-family residence; or (c) 3,400 square feet in the case of a full two-story or three-story single-family residence.~~

*For any Lot the following shall not count towards the minimum square footage requirements: terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements.*

*No single-family residence shall be constructed on any A-Lot, unless such single-family residence has a minimum of, on the main level and above; to wit: (a) 3,000 square feet in the case of a one-story ranch-style single-family residence; or (b) 3,400 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 3,400 square feet in the case of a full two-story or three-story single-family residence.*

~~No single-family residence shall be constructed on any B-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 2,400 square feet in the case of a one story ranch style single family residence; or (b) 2,700 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,700 square feet in the case of a full two-story or three-story single family residence.~~

*No single-family residence shall be constructed on any B-Lot, unless such single-family residence has a minimum of, on the main level and above; to wit: (a) 2,400 square feet in the case of a one-story ranch-style single-family residence; or (b) 2,700 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,700 square feet in the case of a full two-story or three-story single-family residence.*

~~No single-family residence shall be constructed on any C-Lot, unless such single-family residence has a minimum ground floor or first floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of, to wit: (a) 2,000 square feet in the case of a one-story ranch-style single family residence; or (b) 2,400 square feet in the case of a one and one-half story or split-level single family residence; or (c) 2,400 square feet in the case of a full two-story or three-story single family residence.~~

*No single-family residence shall be constructed on any C-Lot, unless such single-family residence has a minimum of, on the main level and above; to wit: (a) 2,000 square feet in the case of a one-story ranch-style single-family residence; or (b) 2,400 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,400 square feet in the case of a full two-story or three-story single-family residence.*

*No single-family residence shall be constructed on any D-Lot, unless such single-family residence has a minimum of, on the main level and above; to wit: (a) 1,800 square feet in the case of a one-story ranch-style single-family residence; or (b)*

*2,200 square feet in the case of a one and one-half story or split-level single-family residence; or (c) 2,200 square feet in the case of a full two-story or three-story single-family residence.*

- XI. The exterior of any single-family residence constructed on any A-Lot or any B-Lot must be faced with siding, stucco, or brick; provided, however, that in no event shall any such single family residence be faced with less than 60% brick or stone **total and the front of any such single-family residence shall be faced with not less 60% brick or stone.** ~~The exterior of any single family residence constructed on any C-Lot must be faced with siding, stucco, **stone** or brick; provided, however, that in no event shall the front and two sides (not the back) of any such single family residence be faced with less than 50% brick or stone.~~ *The exterior of any single-family residence constructed on any C-Lot must be faced with siding, stucco, or brick; provided, however, that in no event shall the front and two sides (not the back) of any such single family residence be faced with less than 50% brick or stone. The exterior of any single-family residence constructed on any D-Lot must be faced with siding, stucco, or brick; provided, however, that in no event shall the front and two sides (not the back) of any such single family residence be faced with less than 40% brick or stone.* All exposed foundation walls of any single-family residence constructed on any Lot shall be faced with brick, stucco, **stone** or siding. Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall be faced with brick or stone. Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall not be faced with stucco or siding. *In calculating these percentages for any Lot, the foundation brick shall not be counted toward the specified requirements.*
- XII. Any solar panels placed on any single-family 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 single-family residence nor in any yard area of any Lot. Provided, however, no solar panels shall be placed on any single-family residence constructed on any Lot without the prior written approval of the Architectural Review Committee.
- XIII. Except as set forth in paragraph XII above, and except for appropriate gutter and downspout systems, all single-family residences constructed on any Lot shall have a roof consisting solely of #1 cedar shake shingles, horizon **architectural series 30 years asphalt** shingles, or #1 wood shingles. In addition to the cedar, asphalt and wood shingles set forth above, any roof located on any such single-family residence may be constructed of slate shingles which are approved in writing by the Architectural Review Committee.
- XIV. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard, and be screened **from the road** by landscape shrubbery or fencing approved by the Architectural Review Committee, in connection with the



approval of the initial landscape plan submitted to such ~~Architectural~~ **Landscape** Review Committee for such Lot.

- XV. No noxious or offensive trade, activity, or practice shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.
- XVI. No trailer, mobile home, basement, tent, shack, barn, or any other outbuilding erected in or on any Lot shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No trailer, mobile home, motor coach or boat may be stored or parked in any front or side yard. If the provisions of paragraph IX of these Covenants are deemed to be in conflict with this paragraph, then the provisions of paragraph IX shall be deemed as the controlling provisions.
- XVII. No previously constructed building nor any prefabricated or modular buildings of any kind whatsoever shall be moved onto any building Lot for use as a residence or garage.
- XVIII. No nuisance, advertising sign, billboard, or other advertising device of any kind or type shall be permitted, erected, placed or suffered to remain on any Lot or any structure or improvement located on any such Lot. No Lot shall be used in any way or for any purpose which may in any way endanger the health or unreasonably disturb the peace and quiet of other Lot Owners. No business of any kind or anything that may be construed as a business of any kind may be conducted on or from any Lot; provided, however, that this paragraph shall not prevent nor prohibit the Developer from placing on any Lot owned by Developer, signs advertising the sale of such Lot or the development as a whole; and provided, further, that this paragraph shall not prevent nor prohibit any Lot Owner, or his agent, from placing upon any Lot owned by such Lot Owner a "For Sale" sign, or a political yard sign.
- XIX. The Developer, and the Developer's successors and assigns, shall have the sole and exclusive right to establish all grades, slopes and/or contours on all Lots and to fix the grade upon which any single-family residence hereafter is erected or placed on any such Lot. Once such grades, slopes and/or contours have been established by the Developer they will not be changed in connection with the construction of any single-family residence on any Lot more than two (2) feet from the grades, slopes and/or contours established by the Developer without prior written permission of the Developer, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from any adjoining Lots. The Developer may, in the Developer's sole discretion, at such time as the Developer deems appropriate, transfer and assign to the Homeowners Association the right to establish and enforce such grades, slopes and contours.

- XX. Each Lot Owner, other than the Developer, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street which abuts a Lot shall be constructed and paid for by such Lot Owner upon the later date of, to wit: (a) the construction of the single-family residence constructed on such Lot; or (b) whenever required by the City of Lincoln, or the Homeowners Association, whichever is first. Each individual Lot Owner, other than Developer, shall indemnify and save the Developer, harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which abuts the Lot owned by such Lot Owner.
- XXI. ~~Except as approved by the Architectural Review Committee, no walls, fences or hedges which exceed two (2) feet in height may be constructed, placed, planted or maintained within the front yard setback required to be maintained pursuant to paragraph VII of these Covenants. The Architectural Review Committee shall establish, in its sole discretion, and file for record with the Register of Deeds, a uniform type of fencing for all front yards (which shall consist of the entire Front Lot Line, and that portion of the front yard from the Front Lot Line to the front edge of the single-family residence constructed on any Lot) and for the Side Lot Lines and Rear Lot Lines, which shall consist of the remaining portion of the lot lines along any such Lot.~~ *The design, height, nature, materials and location of all walls and fences must be approved in writing by the Architectural Review Committee prior to construction. No wall or fence shall consist of wood, chain link or vinyl. All walls and fences must be of brick, iron, stone, steel or aluminum with the appearance of iron, or other material approved by the Architectural Review Committee. The Architectural Review Committee Board of Directors of the Homeowners Association may establish, in its sole discretion, and file for record with the Register of Deeds, additional uniform type of fencing for all front yards (which shall consist of the entire Front Lot Line, and that portion of the front yard from the Front Lot Line to the front edge of the single-family residence constructed on any Lot) and for the Side Lot Lines and Rear Lot Lines, which shall consist of the remaining portion of the lot lines along any such Lot.*
- XXII. No walls, fences, structures, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement area reserved for the installation and maintenances of utilities or drainage, as shown on a recorded final plat for any portion of the Property, if such wall, fence, structure or planting would, to wit: (a) damage or interfere with the installation or maintenance of any such utilities *or drainage*; or (b) change the direction of flow of the surface water drainage channels in any such easement area; or (c) obstruct or retard the flow of water through any drainage channels over the easement area.
- XXIII. Construction of the single-family residence to be located on any ~~Lot~~ *Lot* must be commenced within twelve (12) months after title to such Lot has been

conveyed by the Owners to the Lot Owner. Once construction of any single-family residence is begun on any Lot, such single-family residence shall be completed, in accordance with the building and landscaping plans approved by the Architectural Review Committee, within fifteen (15) months. *However, the completion of such construction may be delayed upon written request and approval of the Architectural Review Committee. The Architectural Review Committee shall have the sole discretion to grant or deny any continuance. Only one such continuance shall be granted and shall be granted for no more than six (6) additional months.*

- XXIV. All outdoor wiring for any Lot shall be placed underground. No wires for electric power, telephones, radios, televisions, or for any other use shall be placed or permitted above the ground on any Lot except inside a residence. No aerials, antennas, television dishes, poles, towers, or other devices shall be placed or permitted above the ground on any Lot except when placed inside the single-family residence constructed on such Lot, below the roof line; provided, however, that a Lot Owner may install *not more than three (3) personal satellite dishes* and related wiring on the exterior of the residence constructed on a Lot, ~~as long as the diameter of such dish does not exceed 20 inches, or if greater than 20 inches but less than 24 inches~~ *and* then upon receipt of prior written approval from the Architectural Review Committee as to the location and configuration of such satellite dishes on the Lot.
- XXV. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any Lot, except dogs, cats, or other household pets; provided, such dogs, cats or other household pets may not be kept, bred, or maintained for commercial purposes; and provided further that the side and rear portion of any Lot on which such household pet is kept is fenced, with a fencing material approved in writing by the Architectural Review Committee for purposes of containing any such pet within the rear and side Lot. No kennels may exceed twelve feet by four feet by six feet, the sides of which must be constructed from ~~black chain link fencing~~ *fencing, which must be previously approved in writing by the Architectural Review Committee.* ~~No chain link fencing shall be allowed for any use other than the above kennel description.~~ No fencing may be placed or constructed on any Lot without the prior written approval of the Architectural Review Committee. The construction of any fences shall not be commenced unless and until written approval of the type and material of the fence is approved in writing by the Architectural Review Committee. All fencing shall be placed with the finished side of the fence material facing outward from the Lot Line regardless of style of material.
- XXVI. No Lot may be utilized or maintained or used as a dumping ground for rubbish, including but not limited to leaf and grass clippings. No compost pile may be constructed or maintained on any Lot. All waste, garbage, and trash must be kept in sanitary containers and removed from such Lot on a weekly basis. No

incinerators may be constructed or maintained upon any Lot. All Lots shall be kept free of debris and weeds and shall be kept mowed.

XXVII. No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of the Developer. The Developer will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for moving and maintenance. The Developer may, in the Developer's sole discretion, at such time as the Developer deems appropriate, transfer, convey and assign to the Homeowners Association the right to designate the area for stockpiling dirt.

XXVIII. All Lot Owners of any single family Lot now or hereafter located on the Property, including the Developer, shall by virtue of such ownership automatically become a Member of the Homeowners Association, and shall abide by the By-Laws of the Homeowners Association. All such Lot Owners shall also abide by all rules and regulations governing the operation, maintenance, and use of said Homeowners Association or the Commons, as the same may now exist or hereafter be established by the Homeowners Association.

XXIX. The Homeowners Association shall enforce these Covenants, and maintain and regulate the use of the Commons. The Homeowners Association shall have the power and authority to levy and assess annual and special assessments against any single-family Lot located on the property. Each Lot Owner, by the acceptance of a deed by which the interest requisite for membership in the Homeowners Association is required, shall be liable to the Homeowners Association for the payment of annual assessments for the administration, maintenance, and operation of the Homeowners Association, and the development, maintenance, and improvement of the Commons. Such annual assessments shall be uniform as to each Lot. Each Lot Owner shall also be individually liable to the Homeowners Association for the payment of any special assessment levied by the Homeowners Association against such Lot Owner for purposes of reimbursing to the Homeowners Association any funds expended by the Homeowners Association to require such individual Lot Owner to comply with these Covenants. Every Lot Owner may be subjected to and liable for a uniform special assessment levied on all Lots located with the Property for the purpose of developing or improving the Commons, upon a 2/3 affirmative vote of the number of votes entitled to be cast at any meeting of the Homeowners Association. Any assessment not paid within thirty (30) days after notice of such assessment has been mailed by the Homeowners Association shall bear interest at the rate of ten percent (10%) per annum, until paid in full, and upon filing of a notice of nonpayment of such assessment with the Register of Deeds of Lancaster County, Nebraska, shall constitute a lien on the Lot or Lots of such non-paying Lot Owner; provided, however, that the lien of any such assessment shall be subordinate to the lien of any first mortgage or deed of trust filed of record against such Lot, but shall be superior to any other mortgage or deed of trust filed of record against such Lot.

XXX. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several Lot Owners, their successors, assigns, heirs, and devisees until the 1<sup>st</sup> day of January, 2025, and continuously thereafter for successive twenty-year periods unless and until any proposed change shall have been approved in writing by a 2/3 affirmative vote of the number of votes entitled to be cast at any meeting of the Homeowners Association, and provided further that any such change shall also be first approved in writing by the City of Lincoln, Nebraska.

XXXI. The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Homeowners Association, or any Lot Owner (including the Developer) against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages, and may also be instituted to enforce any lien or obligation created hereby. If the Homeowners Association or any Lot Owner is successful in any action, whether at law or equity, to enforce any term or provision of these Covenants, then the Homeowners Association, or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorney fees and court costs, which shall constitute a lien on the Lot owned by the person against whom enforcement is sought, in the same manner and with the same priority as a lien for annual or special assessments.

XXXII. The invalidation of any one of the covenants or restrictions set forth herein shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

XXXIII. The Homeowners Association shall, upon the written request of any Lot Owner, issue a written statement stating, to wit: (a) whether or not such Lot Owner, and the Lot owned by such Lot Owner, is in compliance with the terms and provisions of these Covenants; (b) whether or not such Lot owner is liable for any past due assessments that may become a lien on the Lot owned by such Lot Owner; (c) the amount, if any, of the last annual assessment levied by the Homeowners Association; (d) the amount, if any, of any proposed special assessment against such individual Lot Owner requesting the written statement; and (e) the amount, if any, of any proposed special assessment to be levied ratably against all the Lots located within the Property.

IN WITNESS WHEREOF, the undersigned, constituting a *two-third majority* all of the owners of all of the Property and Lots, as described in the Covenants, do hereby adopt, ratify, approve and confirm the above and foregoing Covenants.

DATED all as of this \_\_\_ day of \_\_\_\_\_, 200\_.