



DECLARATION OF RESTRICTIVE COVENANTS Stone Bridge Creek 12th, 13th, and 14th Additions

The undersigned was or is the titleholder of record and the Owner and Developer of the following described real estate:

Lots 1 through 21, Block 1; and Lots 1 through 12, Block 2, Stone Bridge Creek 12th Addition; and Lots 1 through 49, Block 1; and Lots 1 through 24, Block 2, Stone Bridge Creek 13th Addition; and Lots 1 through 16 Block 1, Stone Bridge Creek 14th Addition Lincoln, Lancaster County, Nebraska.

collectively referred to as "Twelfth, Thirteenth, and Fourteenth Addition Properties."

Existing Covenants

Restrictive Covenants have been established for Stone Bridge Creek Addition and were recorded with the Register of Deeds of Lancaster County, Nebraska, on August 15, 2002, as Instrument No. 02-054310 and amended by the First Amendment to Restrictive Covenants filed in duplicate on October 1, 2002 as Instrument No. 02-066401 and November 1, 2002 as Instrument No. 02-076776. Covenants for the First, Second, and Third Additions of Stone Bridge Creek were recorded on May 26, 2004 as Instrument No. 04-034493. Covenants for the Fifth Addition of Stone Bridge Creek were recorded on January 13, 2005 as Instrument No. 05-002587 and were amended by a Corrective Covenant Notice recorded on June 24, 2005 as Instrument No. 05-034677. Covenants for the Eighth Addition of Stone Bridge Creek were recorded on November 14, 2005 as Instrument No. 2005-067669. The Original, First Amendment, First, Second, Third, Fifth, and Eighth Addition Covenants are collectively referred to in this document as "Covenants."

Addition of Properties

Pursuant to paragraph 31 of the original Restrictive Covenants, Owner is exercising its right to add additional real estate to the Properties. The Twelfth, Thirteenth, and Fourteenth Addition Properties are hereby added to the Properties and are made subject to the Covenants.

Purpose of Restatement

The following Restrictive Covenants are intended by the Owner to simply restate the existing Covenants which have been recorded against the Properties and make the Twelfth, Thirteenth, and Fourteenth Addition Properties subject to the terms, conditions and requirements of the Covenants.

RESTRICTIVE COVENANTS

Stone Bridge Creek Homeowners Association ("Association") has been incorporated in Nebraska for the purpose of enforcing the Restrictive Covenants established upon the Properties, administering and maintaining the Commons, and providing services to its Members.

These Restrictive Covenants are established upon the Properties:

1. **Use.** Each lot located within the Residential Properties shall be used exclusively for single-family residential purposes, which shall mean use as a single-family dwelling and occupied by the persons of one immediate family residing herein.
2. **Completion of Construction.** Any building constructed on any lot within the Properties shall be completed within twelve (12) months after the commencement of construction.
3. **Approval of Plans.** Owner or its assignees shall have the exclusive right to establish grades, slopes, and/or contours for all lots within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any lot in conformance with the general plan for the development of the Properties. All grades and slopes shall be in conformance to those approved by the City. Once such grades, slopes, and/or contours have been established by Owner, they shall not be changed in connection with the construction of any building or other improvement on a lot without written permission from the Owner, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from adjoining lots. Plans for any dwelling structure or other improvement including, but not limited to storage sheds, kennels, playhouses, etc. to be placed or constructed upon any lot within the Properties shall be submitted to Owner and shall show the design, size, exterior material and color for the building or improvement, and the plot plan for the lot, together with the degree of slope of the driveway in relation to the elevation of the curb or sidewalk. Accessory structures shall be of compatible material and design with the residence and accompanied by a landscape design plan. One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless

written approval of the plans has been secured from Owner. Written approval or disapproval of the plans shall be given by the Owner within thirty (30) days after receipt thereof. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion the plans do not conform to the general standard of development in the Properties. Upon disapproval, a written statement of the grounds for disapproval shall be provided. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Association, hereinafter defined, at any time.

4. **General Standards for Dwelling Structures.** The following general standards of development shall be followed for all dwelling structures constructed within the Twelfth and Thirteenth Addition Properties. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards with other additions to the Properties.

- a. **Minimum Finished Floor Area.** The minimum finished floor area for any dwelling exclusive of basements, garages, carports, porches, patios, decks, or enclosed decks shall be as follows:

- i. Single story ranch style - 1,000 square feet
- ii. One and a half story - 1,200 square feet
- iii. Two story - 1,400 square feet
- iv. Multi-level/split entry - 1,100 square feet
- v. Townhome - 1,000 square feet per dwelling unit

- b. **Setbacks.** Setbacks of dwellings from the lot lines are established as follows:

- i. Single Family Properties - 20 feet from the front property line and 5 feet from the side property line
- ii. Townhome Properties - 20 feet from the front property line and 5 feet from the side property line

Owner shall have the right to vary the front and side yard setbacks within the limits established by the City Zoning Ordinance.

- c. **Exterior Appearance.**

- i. **Front Elevation.** The front elevation of any dwelling shall be faced with not less than ten (10)% brick or natural stone.
- ii. **Exposed Foundation.** All exposed foundation walls shall be painted or sided to match the exterior color scheme of the dwelling.
- iii. **Roof Pitches.** All roof pitches shall be a minimum of 5:12, or as may be dictated by a unique architectural style.
- iv. **Solar Panels.** Any active solar energy panels shall be flush with the roof or side wall of the dwelling and shall not be located in any required yard or upon any accessory structure.

5. **General Standards For Improvements and Structures Other Than Dwellings.** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling. Written approval for other improvements and structures is not required but shall comply with these standards. The Association and members of the Association shall have the right to enforce these standards.

- a. **Fencing.** All fencing must comply with the City of Lincoln, Nebraska, requirements. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed to the lot line of the side yard of corner lots. No fencing, other than decorative garden fencing, not to exceed 24 inches in height, shall be allowed in the front yard. No chicken wire, goat, or cattle fencing material, nor any other type of commonly denominated livestock fencing material shall be allowed on any lot. All fences must be kept in good repair. The member shall be required to repair any broken fencing material on the Property, and repair fencing that is falling down or proposes a danger of such.
- b. **Accessory Structures.** Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. All other accessory improvements such as swing sets and sandboxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.
- c. **Dog Kennels.** Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within five feet of any lot line.
- d. **Antennas and Satellite Dishes.** No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. A satellite dish not to exceed twenty-four (24) inches in diameter may be attached outside the dwelling located and screened so as to be as unobtrusive as is reasonably possible.
- e. **Landscaping.** All front, side and rear yard areas shall be seeded or sodded within two (2) months after completion of any dwelling constructed within the Properties. The entire yard shall be properly maintained and mowed at least once every two weeks during the spring and summer months. (The Association reserves the right to suspend this requirement during drought or dry conditions.) Within one year of occupancy of the dwelling, not less than \$250 shall be spent on each lot within the Properties for landscaping other than the lawn and city trees between the street and sidewalk. All trees upon each lot shall be well maintained and trimmed back so as to not be obtrusive. Dead trees shall be removed

from the property. No weeds or other vegetation will be grown or otherwise permitted to commence. No more than 25% of the yard shall be rock, mulch, or other landscape material and at least 75% of any lawn within the properties shall be seeded or sodded except by written approval from the Association. Landscape plans for designs containing other than a minimum of 75% sod or seed must be submitted to the Association for written approval prior to commencement of landscaping. Landscape plans must include plot plan and all materials being used. Written approval or disapproval of such landscape plans shall be given by the Association within ten (10) days from and after receipt thereof.

6. **Common Fencing.** Owner shall have the option to install on the lot line of any lot within the Properties abutting an arterial or collector street, a common fence and shall have a temporary construction easement as may be necessary to exercise this option. Upon the construction of any such fence, Owner shall record a notice upon the lots affected and the titleholder of the adjoining lot shall thereafter be deemed to covenant to maintain and replace the fence as may be reasonably necessary.
7. **Party Walls.** Any wall constructed on any common lot line between two adjoining lots within the Properties shall be a party wall. Any expense of structural repair, replacement or reconstruction of a party wall, or of the protection of a party wall against the natural elements shall be borne equally by the members who are the titleholders of the adjoining lots. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the party wall.
8. **Encroachments.** When a building shall be constructed on any lot so as to encroach upon an adjoining lot within the Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.
9. **Common Utility Service Lines.** When any common utility service line shall be constructed to serve two or more adjoining lots within the Properties, each member who is the titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the common utility service line upon all of the adjoining lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the common utility service 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 the any member from any liability which such titleholder may incur by reason of negligent or willful acts or omissions resulting in damage to the common utility service line.
10. **City Requirements.** All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any building as required by the City of Lincoln, Nebraska.
11. **Temporary Structures.** No partially completed dwelling or temporary building or any trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
12. **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. This includes (but is not limited to) loud parties, trash and trash bins left street-side longer than 24 hours, parking vehicles blocking sidewalks/on lawns, and anything that may cause an unsightly appearance that interrupts the peacefulness and appearance of the Neighborhood.
13. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties larger than 24 inches by 36 inches. However, Owner may erect signs of any size advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.
14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purposes.
15. **Recreational Vehicles.** No recreational vehicles, as defined by the City Municipal Code, shall be parked or stored upon the front yard of any lot within the Properties. Recreational vehicles in operational condition may be parked or stored upon the back or side yards of a lot within the Properties.
16. **Construction Vehicles and Rolloff Service.** Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Owner shall also have the exclusive right to designate a single provider of rolloff service within the Properties. The purpose of designating a single provider is to limit and control the number of service trucks operating within the Properties. The rights of the Owner under this paragraph to designate a rolloff provider may be assigned to the Association when residences have been placed or constructed upon all of the lots within the Properties.
17. **Homeowners Association.** Every person or entity who owns a lot within the Properties shall be a member of the Association. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
18. **Managing Agent.** The Owner or the Association may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or the Association. The fee charged by Managing Agent shall be a common expense of the members.

19. **Membership.** The Association shall have two classes of membership:
- Class A membership shall include all members of the Association except the Owner and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one vote for each lot.
- Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.
20. **Conveyance of Commons.** Owner may convey at any time, but shall convey within one year after the conversion of Class B membership to Class A membership all or any part of the Commons to the Association, free from encumbrance, but subject to easements and restrictions then of record and further subject to any requirements of the City of Lincoln, Nebraska.
21. **Use of Commons.** Each member of the Association shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Association and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
22. **Rights in Commons.** The rights and easements of the members of the Corporation in and upon the commons shall be subject to:
- The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of a default the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any facilities within Commons by the members, and to open such facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
 - The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.
 - The right of the Association to suspend the enjoyment of the facilities by any member for any period during which an assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations governing the use of the facilities.
 - The right of an abutting member of the Association to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Association.
 - The right of the Association to charge reasonable admission and other fees for the use of the facilities.
 - The right of the Association to dedicate or convey all or any part of the Commons to any public entity.
23. **Maintenance of Landscape Screens.** Each Member of the Association who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.
24. **General Maintenance Obligations.** Each Member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.
25. **Failure to Maintain.** In the event any member fails or refuses to perform any required maintenance and upkeep of any of the general maintenance obligations and landscaping requirements, the Owner or Association after a minimum of two (2) days notice to the member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a twenty-five percent (25%) administrative fee shall be the personal obligation of the member who is or was the owner of the lot failing to perform their maintenance obligations, shall bear interest at the rate of sixteen percent (16%) per annum, and shall be a lien upon the lot assessed. The Association can also charge fines to the owner of any lot failing to maintain the property.
26. **Association Responsibilities.** The Association shall provide such services to its members as they may determine. These services and responsibilities of the Association shall include, but are not limited to the following:
- Maintenance of Commons.** The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, which Covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons.
 - Refuse Services.** The Association shall contract on behalf of each member refuse collection and recycling collection services through 2 providers. The members will have the choice to use one of the two contracted refuse collection providers. The cost of these services shall be paid for by the members directly to the designated provider as billed. The Association shall contract with one (1) refuse service

provider to perform refuse collection services as needed by the Association. All rental properties shall use the refuse/recycling provider used by the Association and the actual cost of these services shall be paid for by the member (owner of the rental property) directly to the designated provider as billed.

27. **Lien of Dues and Assessments.** The lien of any dues or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is levied.

28. **Annual Assessments and Liens.** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements may be rejected at any time within 30 days of the notice of the levy by the vote of a majority of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

The members shall pay annual dues and special assessments to the Association or Managing Agent as billed. Each member's dues shall be determined on an annual basis for each fiscal year, prorating a fractional year which may occur by issuance of a building permit for any dwelling. The initial annual dues and changes in the amount of future annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the members of the Association and the members shall pay any excess charge to the Association within 30 days of the statement.

a. **Budgets.** The Association or Managing Agent shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: 1) estimated revenue and expenses on an accrual basis; 2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; 3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and 4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.

b. **Additional Charges.** In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association or Managing Agent may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional charges shall include, but not be limited to the following:

- I. **Attorney's Fees.** Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
- II. **Late Charges.** A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed twenty-five percent (25%) of the delinquent assessment or \$50, whichever is greater;
- III. **Costs of Suit.** Costs of suit and court costs incurred as allowed by the court;
- IV. **Filing Fees.** Costs of filing notice of lien in the Office of the Register of Deeds;
- V. **Interest.** Interest on all dues and assessments at the rate of eighteen percent (18%) per annum, commencing 30 days after the assessment becomes due; and
- VI. **Other.** Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.

c. **Lien.** The dues and assessments shall be the personal obligation of the member who is the owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.

d. **Fines.** The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending member's lot.

29. **Undeveloped Lot Fee and First Year Prorate.** Upon the initial sale of a lot within the Properties by the Owner, the Purchaser shall pay to the Association the sum of \$50 in lieu of any annual dues or assessments. The \$50 annual fee shall be due and owing from the titleholder on January 1 of each and every year until such time as a residence is constructed upon the lot and occupied. No portion of this fee shall be credited to the annual dues or assessments.

Upon the initial occupancy of a residence on a lot within the Properties, the titleholder of the lot shall pay to the Association the prorated amount of the annual dues or assessments, prorated from the date of occupancy to the end of the calendar year.

30. **Additions.** The Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants, provided the general standards set forth in paragraphs 4 and 5 may be reduced, increased, or otherwise modified within any such addition.

31. **Amendments.** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified in writing by the titleholders of two-thirds of the Lots within the Properties at any

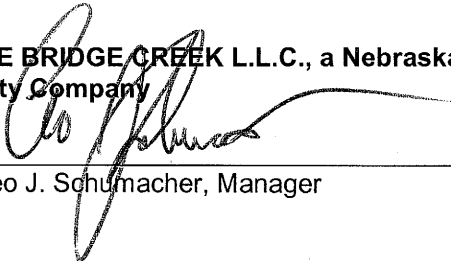
time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified within the consent of the City of Lincoln, Nebraska.

32. **Enforcement.** The enforcement of these restrictive covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Association or Owner, may be to enforce any lien or obligation created here by.

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

Dated December 15, 2015

STONE BRIDGE CREEK L.L.C., a Nebraska Limited Liability Company

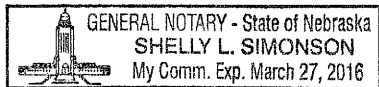
By: 
Leo J. Schumacher, Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a Notary Public qualified for said county, personally came Leo J. Schumacher, Manager of Stone Bridge Creek L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notary Seal on December 15, 2015

Notary Public 



My Commission expires March 27, 2016