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PROTECTIVE COVENANTS

FOR

BENNET RIDGE

KNOW ALL MEN BY THESE PRESENTS:

Bennet Ridge, LLC, a Nebraska Limited Liability Company ("OWNER"), is the owner of the following described real estate:

Lots 1 through 12, Block 1, Lots 1 through 11, Block 2, and Lots 1 through 13, Block 3, Bennet Ridge Addition, Lancaster County, Nebraska (the "PROPERTY").

Outlot "A", Bennet Ridge Addition, Lancaster County, Nebraska (the "COMMONS").

These Protective Covenants are established upon the Property.

NOW, THEREFORE, the Owner does hereby create, establish, adopt and impose the following covenants, restrictions and conditions on the Properties:

1. Definitions. The following definitions shall apply when referred to in these Covenants:

- a. As used herein "OWNER" shall refer to Bennet Ridge, LLC, or its successors or assigns. All successors or assigns shall be bound by the terms and provisions of these Covenants. The rights, powers and obligations of the Owner in these Protective Covenants shall pass to the Association at the time Class B Membership interests are converted to Class A Memberships.
- b. "ASSOCIATION" shall refer to Bennet Ridge Home Owners Association, which has been incorporated under the laws of the State of Nebraska for the purpose of enforcing the Protective Covenants established upon the Properties, and for administering and maintaining the Commons.

Bowman & Krieger  
1045 Lincoln mall #100  
Lincoln NE 68508

- c. "LOT OWNER" shall be deemed to mean the owner or owners of record of any single-family lot located on the Property.
- d. "MEMBER" shall be deemed to mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.
- e. "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.
- f. "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.
- G. "COMMONS" shall refer to Outlot "A" and any other Property or improvements added to the Commons by the Owner or the Association.

2. Use. No Lot within the Properties shall be used other than for single family residential purposes. No detached outbuilding shall be constructed on any Lot unless approved in writing by the Owner or its designee (including the Association where applicable).

3. Commencement and Completion of Construction. Construction of a dwelling shall be completed within twelve (12) months after the commencement of construction. All landscaping shown on the approved Plan must be completed within eighteen (18) months after commencement of construction.

4. Antennas. No wiring or antenna for electrical power, telephone, television, radio or any other use shall be permitted above ground, except within a building; however, upon request, the Owner may at its discretion approve a dish-type satellite receiver not to exceed 24 inches in diameter, which shall be attached to the dwelling in a manner and location to be approved by Owner and shall be painted the color of the house. Such approval shall be in writing and shall not be effective unless in writing.

5. Grades and Slopes. The Owner and the Owner'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 Owner, they will not be changed in connection with the construction of any single-family residence on any Lot more than one (1) feet from the grades, slopes and/or

contours established by the Owner without prior written permission of 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 any adjoining Lots. The Owner may, in the Owner's sole discretion, at such time as the Owner deems appropriate, transfer and assign to the Association the right to establish and enforce such grades, slopes and contours.

6. Approval of Plans. Prior to the construction of any single-family residence on any Lot, a set of building plans for such residence shall be submitted by the Lot Owner to the Owner 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 Owner, 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, shall indicate the location of the residence, attached garage and any other structures to be placed or constructed on such Lot and shall contain a detailed landscape plan for the Lot as set forth in paragraph 8.c., below. 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 Owner. 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 Owner and such approval has been filed and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such building plans shall be given by the Owner within thirty (30) days from and after receipt thereof by the Owner. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Owner 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 Owner, either the style, size, material or plot plan of such residence does not conform to the general standard, plan, outline and character of the single-family residences constructed or to be constructed on other Lots located within the Properties or if they do not conform to the general character or plan for the development of the Property.

7. Minimum Standards. The following general standards shall guide the Owner in the review of any plans for dwelling structures submitted for approval within the Property. 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 plan approval authority.

- a. Minimum Floor Area. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:
- i. Single story ranch style: 1,300 sq. ft.
  - ii. Two story: 1,700 sq. ft.
  - iii. Multi-level, 1½ story: 1,500 sq. ft.
- b. Garages. All dwellings shall have, at a minimum, a two-stall attached garage.
- c. Setbacks. Setbacks of dwellings from the lot line are established as follows:
- i. Interior Lots: 20 feet from front lot line, 8.0 feet side lot line
  - ii. Corner Lots: 20 feet from front lot line, 20 feet from other street side and 8.00 feet from side lot line
- d. Exterior Finish.
- i. Approval. All exterior finish materials and colors shall be approved by Owner and shall be "Maintenance Free".
  - ii. Front Elevation. The front elevation of any dwelling shall be faced with 100% brick or natural or cultured stone for the first floor of the dwelling.
  - iii. Exposed Foundations. Exposed foundation walls shall not exceed twenty-four (24) inches and shall be painted or sided to match the color scheme of the dwelling.
  - iv. Roofing Materials. Roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth such as the Horizon shingle.
- e. Roof Pitches. All roof pitches shall be a minimum of 5:12 or as may be dictated by a unique architectural style.
- f. Solar Panels. Solar panels are not permitted.

8. 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 or any Member of the Association shall have the right to enforce these standards.

- a. Fencing. Fencing shall not be constructed closer to the street than the front elevation of the dwelling. The design, height, nature, material and location of all walls and fences must be approved in writing by Owner, so long as any Class B membership interests exist and thereafter by the Association.
- 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 sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and in an attractive condition.
- c. Dog Kennels. Any dog run or kennel shall be prohibited unless specific plans showing location and materials are approved in writing by Owner, as long as any Class B membership interests exist and thereafter by the Association.
- d. Satellite Dish. Any satellite dish not to exceed 24" in diameter shall be located and screened so as to be as unobtrusive as is reasonably possible.
- e. Landscaping. All front, side and rear yard areas shall be sodded or seeded within six (6) months after completion of any dwelling construction with the Property. All landscaping must be approved by Owner or its designee.
- f. Erosion Control During Construction. Plans shall include erosion control measures which will contain erosion of soil on the Lot during construction. Adequacy of erosion control measures shall be subject to continuous review during construction and the Owner shall have the right to require maintenance of silt fences, straw bales or other additional measures if soil is observed to be eroding onto abutting lots, or into the street. If, upon notice from Owner to repair, maintain or take additional measures to control erosion, the titleholder of any lot

or his contractors fails to comply within 48 hours of delivery of such notice, Owner may take such measures as may be necessary and charge the cost of the measures to the titleholder. Such charges, when shown of record, shall be a lien upon the property and shall bear interest at the rate of 14 percent per annum until paid.

- g. **Air-Conditioners.** Any exterior air-conditioning unit or system placed on any Lot must be located in the side or rear yard, and be screened by landscape shrubbery or fencing approved by the Owner, in connection with the approval of the initial landscape plan submitted to the Owner for such Lot.

9. **Common Fencing.** Owner shall have the option to install on the lot line of any lot within the property 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 construction of any such common fence, Owner shall record a notice upon the lots affected and any fence so constructed shall become Commons as provided for in these Covenants. Owner's option under this paragraph shall terminate upon the conversion of Class B membership to Class A membership. Further, Owner shall have the right to install ground entrance signs on those lots abutting access points, which entrance signs shall also become Commons to be maintained by the Association.

10. **Village Requirements.** All buildings within the Property shall be constructed in conformity with the requirements of the applicable building codes of the Village of Bennet, Nebraska. Public sidewalks and street trees shall be installed during the construction of the dwelling by the Lot Owner.

11. **Temporary Structures.** 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.

12. **Modular Homes.** 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.

13. **Nuisance/Advertising.** 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 on 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 Owner from placing on any Lot owned by Owner, 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.

14. Utility Easements. If any fences, structures, planting or other materials are constructed, placed, planted or maintained on any easement area reserved for the installation and maintenance of utilities or drainage, the Lot owner will be solely responsible for the removal thereof at the request of any utility company and no such material shall (a) change the direction or flow of the surface water drainage channels in any such easement area; or (b) obstruct or retard the flow of water through any drainage channels over the easement area.

15. Animals. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any Lot, except dogs, cats, or other household pets. No dogs, cats or other household pets may be kept, bred or maintained for commercial purposes. For any household pet permitted hereunder, the side and rear portion of any Lot on which such household pet is kept must be fenced with a fencing material approved in writing by the Owner for purposes of containing any such pet within the rear and side Lot.

16. Rubbish. No Lot may be utilized, 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.

17. Dirt Removal. 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 Owner. The Owner 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 Owner may, in the Owner's sole discretion, at such time as the Owner deems appropriate, transfer, convey and assign to the Association the right to designate the area for stockpiling dirt.

18. Recreational Vehicle. No recreational vehicle, as defined by the Lincoln, Nebraska Municipal Code, shall be parked or stored upon any Lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily

parked or stored upon a Lot for a period of time not to exceed 30 days per year.

19. Homeowners Association. All Lot Owners, including the Owner, shall by virtue of such ownership automatically become a Member of the Bennet Ridge Home Owners Association, and shall abide by the Bylaws of the Association. All such Lot Owners shall also abide by all rules and regulations governing the operation, maintenance, and use of said Association or the Commons, as the same may now exist or hereafter be established by the Association.

20. 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 in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any Lot or living unit.

Class B membership shall include only the Owner and any successor in interest. The Class B Member shall be entitled to three votes for each Lot in which the interest requisite for membership is held. 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 Members.

21. Enforcement of Covenants. The Association shall enforce these Covenants, and maintain and regulate the use of the Commons. The Association shall have the power and authority to levy and assess annual and special assessments against any single-family Lot located on the Properties. Each Lot Owner, by the acceptance of a deed by which the interest requisite for membership in the Association is required, shall be liable to the Association for the payment of annual assessments for the administration, maintenance, and operation of the 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 Association for the payment of any special assessment levied by the Association against such Lot Owner for purposes of reimbursing to the Association any funds expended by the 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 within the Properties 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 Association. Any assessment not paid within thirty (30) days after notice of such assessment has been mailed by the Association shall bear interest at the rate of fourteen percent (14%) 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.

22. Actions to Enforce Covenants. The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Association, or any Lot Owner (including the Owner) against any person or persons violating or attempting to violate any provisions hereof. In addition, the Village of Bennet, Nebraska shall have the right to enforce all restrictions, conditions, and covenants regarding maintenance of the commons and the landscape screens which are installed as required by the Village of Bennet. In the event the Association dissolves, the lot owners shall remain jointly and severally liable for the cost and maintenance of the aforementioned commons and landscape screens. 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 Association or any Lot Owner is successful in any action, whether at law or in equity, to enforce any term or provision of these Covenants, then the 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.

23. Conveyance of Commons. Owner shall convey the Commons (except those portions of the Commons in public rights-of-way) to the Association, free from encumbrance, prior to or at the date Class B Membership in the Association converts to Class A Membership.

24. Use of Commons. Each Member of the Association shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.

25. Rights in Commons. The rights and easements of the Members of the Association shall be subject to:

- a. The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of 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 recreational facilities with the Commons by the Members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the 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.

- b. The right of the Association to take any steps reasonably necessary to protect the commons against foreclosure.
- c. 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 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
- e. The right of the Association to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the 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 dedication or conveyance is contained in the notice of the special meeting.

26. Maintenance of Landscape Screens. The Association covenants to maintain any landscape screen, whether composed of structural or live plant material, which is installed as required by the Village of Bennet, Nebraska. Each Member of the Association who is the titleholder of a lot or living unit on a Lot on which a screen is installed shall be deemed to covenant to maintain the screen. The covenants by such Members may be satisfied by the payment of annual and special assessments for the maintenance of the screen.

27. Lien of Assessments. The lien of any annual 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 and Special Assessments. Annual 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 shall be approved by the affirmative vote of two-thirds 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.

29. Construction Vehicles. 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 roll-off and refuse 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 roll-off and refuse provider shall be assigned to the Homeowners Association when residences shall have been placed or constructed upon all of the Lots within the Properties.

30. Additions. The Owner may add additional contiguous or adjacent real estate to the Property or the Commons, at any time, without the consent of the Members of the Association. Additions shall be made by the execution and recondition of Protective Covenants upon the additional real estate, making the addition subject to these Protective Covenants.

31. Amendments. These Protective Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Protective Covenants may be terminated or modified, in writing, by the owners of two-thirds of the Lots within the Properties, at any time. However, the provisions of these Protective Covenants governing membership in the Association and the maintenance of the Commons and landscape screens shall not be terminated or modified without the consent of the Village of Bennet, Nebraska.

32. Severability. 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.

33. Written Statement of Assessments. The 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 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 on a pro rata basis against all of the Lots located within the Properties.

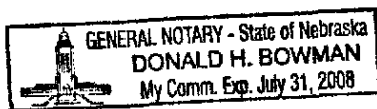
IN WITNESS WHEREOF, the undersigned Owner of the Properties, as described in the Covenants, does hereby adopt, ratify, approve and confirm the above and foregoing Covenants.

BENNET RIDGE, LLC, Owner

By Jeff T. Colson  
Jeffrey T. Colson, Manager

STATE OF NEBRASKA     )  
                                  )  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of March, 2006, by Jeffrey T. Colson, Manager of Bennet Ridge, LLC, a Nebraska Limited Liability Company, on behalf of said Company.



Donald H. Bowman  
Notary Public