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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BRIDGEPORT, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION ("First Amendment"), made on the date hereinafter set forth, is made by BRIDGEPORT DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant"), for the purpose of amending that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEPORT, A SUBDIVISION, IN SARPY COUNTY, NEBRASKA dated as of July 20, 2018, and recorded on July 23, 2018, in the Office of the Register of Deeds for Sarpy County, Nebraska, as Instrument No. 2018-16993, and that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEPORT, A SUBDIVISION, IN SARPY COUNTY, NEBRASKA dated as of October 31, 2019, and recorded on November 1, 2019, in the Office of the Register of Deeds for Sarpy County, Nebraska, as Instrument No. 2019-27078 (collectively, the "Declaration").

1. **Capitalized Terms.** All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Declaration.

2. **Amendment.** Article II of the Declaration is hereby amended to add the following Section 2.02 to the Declaration:

2.02 Swimming Pool and Cabana. The Declarant is currently the lawful owner of Lot 1, Bridgeport Replat 2, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Swimming Pool Lot"). The Declarant intends to convey the Swimming Pool Lot to the Association, to allow the Association to construct a pool, cabana and related improvements and facilities in accordance with he plans and

specifications approved by the Declarant (which Swimming Pool Lot, swimming pool, cabana and related improvements and facilities shall be known and referred to herein as "The Bridgeport Pool"). Immediately following the recording of this First Amendment, the Declarant intends to convey and transfer the Swimming Pool Lot to the Association, and the Association shall become the owner of the Swimming Pool Lot. As part of that transfer and conveyance, the Association intends to obtain a loan to acquire the Swimming Pool Lot from the Declarant as owner of the Swimming Pool Lot. The Declarant has established a separate account with a financial institution and has been and is collecting funds from the sale of each Lot within Bridgeport to fund a portion of the construction costs of The Bridgeport Pool. The remainder of the costs to construct The Bridgeport Pool will be obtained through a loan from a federally insured lender secured by the Declarant in the name of the Association as borrower. The purpose of The Bridgeport Pool is to provide a facility for the use by the Owners of the Lots within the Bridgeport Subdivision and their respective families and guests, subject to such rules and regulations adopted by the Association from time to time. Each Owner of a Lot, excluding the Declarant and any Designated Builder(s), within the Bridgeport Subdivision shall be a member of The Bridgeport Pool. The cost of any debt-service in connection with The Bridgeport Pool, if any, and the maintenance, operations, repair and replacement costs of The Bridgeport Pool shall be included in the Annual General Assessments of the Association. The Association shall have the power and authority to levy a Services Assessment (as defined in Section 1.26 of the Declaration) and a Special Assessment (as defined in Section 1.27 of the Declaration) if reasonably necessary or prudent to service any debt in connection with The Bridgeport Pool, and/or maintenance, operational, repair and/or replacement cost of The Bridgeport Pool. The Association shall have the power and authority to declare, levy, collect and enforce Annual Assessments (as defined in Section 1.01 of the Declaration) to secure a loan(s) and all extensions, modifications, renewals or refinancings thereof, or substitutions therefor, from any financial institution to finance the maintenance, operations, repair and/or replacement costs of The Bridgeport Pool. In the event an Owner fails, refuses or neglects to pay his, her or its Annual Assessments, the Association shall have the authority and power to enforce the collection of the Annual Assessments in accordance with the Declaration, and the Association shall also have the right to not permit the Owner the use of The Bridgeport Pool during the period when such Annual Assessments are delinquent. The Declarant shall also have the right to establish, change, amend or revise rules and regulations for the operation and use of The Bridgeport Pool, which rules and regulations shall be in writing and provided to the Owner of an Lot. Each Owner of a Lot shall execute a statement acknowledging the receipt, review and acceptance of such rules and regulations, which receipt must

be on file with the Association in order for an Owner of a Lot and their families and guests to use The Bridgeport Pool.

6. **Indexing.** This First Amendment to Declaration shall be recorded and indexed against all of the following legally described Lots within the Bridgeport Subdivision:

Lots 1 through 159, inclusive, and Outlots "A" through "N", inclusive, all in Bridgeport, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

Lots 1 through 12, inclusive, and Outlots "L" and "N", all in Bridgeport, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2020.

BRIDGEPORT DEVELOPMENT, LLC,
a Nebraska limited liability company,

By: [Signature]
Gene Graves, Administrative
Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of August, 2020, by Gene Graves, Administrative Member of Bridgeport Development, LLC, a Nebraska limited liability company, for and on behalf of said limited liability company.

[Signature]
Notary Public

