

After Recording Return To:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILDERNESS HILLS LUXURY TOWNHOMES**

THIS DECLARATION is made and entered into as of this ____ day of _____, 2022, by Smetter Custom Homes, Inc., a Nebraska corporation, hereinafter referred to as the “Declarant”.

ARTICLE I
DEFINITIONS

Unless defined elsewhere in this Declaration, the following terms are defined below:

“**11th Addition Covenants**” shall mean the Declaration of Restrictive Covenants Wilderness Hills 11th Addition filed with the Lancaster County Register of Deeds on September 17, 2021, as Instrument No. 2021056256, which include the Townhome Property.

“**Association**” shall mean the Wilderness Hills Luxury Townhome Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

“**Common Area**” shall mean Outlots A, B, C, D and E, Wilderness Ridge 11th Addition, Lincoln, Lancaster County, Nebraska, all sidewalks along Keystone Drive, Kings Corner Drive, S. 29th Street, Del Rio Drive, Sheila Lane and South Creek Road, all pedestrian ways between the Lots, all private utilities, recreational facilities and Green Area now or hereafter located on the Townhome Property.

“**Declarant**” shall mean Smetter Custom Homes, Inc., a Nebraska corporation, its successors and assigns. Declarant is the owner of the Townhome Property, defined herein.

“**Green Area**” shall mean all of the Townhome Property except that portion of the Townhome Property on which any townhome structure, patio, garage, sidewalk, driveway, or walkway is located.

“**Lot**” or “**Lots**” shall mean all townhome lots now or hereafter located on the Townhome Property, which are shown on any final plat of all or any portion of the Townhome Property that has been filed with the Lancaster County Register of Deeds.

“**Lot Owner**” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of any obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgage). The purchaser of a Lot under land contract or similar instrument shall be considered to be the “**Lot Owner**” for purposes of this Declaration.

“**Member**” shall mean those Lot Owners entitled to vote on matters pertaining to the business of the Association.

“**Townhome Property**” shall mean the real property legally described as Lots 5 through 33, Block 1, Lots 1 through 27, Block 3, Lots 1 through 48, Block 4, Lots 1 through 28, Block 5, and Outlots A, B, C, D and E, allocated in Wilderness Hills 11th Addition, Lincoln, Lancaster County, Nebraska.

ARTICLE II **DECLARATION**

In order to provide for the preservation of the values and amenities of the Lots as well as for the maintenance of the character and residential integrity of the Lots, the Declarant, owner of the Townhome Property hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the restrictions, covenants, conditions and easements contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots are, and each Lot is, and shall be, subject to all and each of the following conditions and other terms.

ARTICLE III **RESTRICTIONS AND COVENANTS**

1. Wilderness Hills Homeowners Association. Each Lot Owner acknowledges by acceptance of a deed to a Lot, that the Lot is subject not only to this Declaration, but also to the 11th Addition Covenants which impose building and improvement standards, covenants, and restrictions on each Lot Owner, as well as financial obligations for the Commons, defined therein, and establish the governing structure for the Wilderness Hills Homeowners Association, all as defined and set forth in the 11th Addition Covenants

2. Use. Each Lot located within the Townhome Property shall be used exclusively for townhome residential purposes.

3. Plan Approval. Prior to the construction of any townhome residence or other improvement on any Lot, a set of building plans for such residence or improvement shall be submitted by the Lot Owner for plan approval in accordance with the 11th Addition Covenants, and must meet the standards set forth in the 11th Addition Covenants that are applicable to Townhome Lots.

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 Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such addition, change or modification if, in the opinion of Declarant, either the style, size, material or color does not conform to the general standard and character of the townhome residences constructed or to be constructed on other Lots within the Townhome Property.

4. Grading. No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Townhome Property without the prior written permission of Declarant. Declarant shall have the option to designate an area or areas within the townhome development off of the Townhome Property for stockpiling dirt. Each Lot Owner shall be responsible, at its cost, for the removal and hauling of any excess dirt from the Lot. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt.

5. Lot Owner's Responsibility. Each individual Lot Owner, at their own expense, shall maintain in good condition the exterior of the residence located upon such Lot Owner's Lot, the driveway from such Lot Owner's Lot to the public streets, and the sidewalk located between such Lot Owner's residence and the public streets, and all other sidewalks (excluding those sidewalks running parallel to the public streets), patios and/or decks specifically serving such Lot.

6. Lawn Irrigation and Sodding. Prior to the occupancy of any townhome residence constructed upon any Lot, an underground lawn irrigation system shall be installed on such Lot and the Green Area of such Lot shall be sodded, weather permitting.

7. Air Conditioning Units. Any exterior air conditioning unit or system placed on any Lot must be located in the side or rear yard and, if such unit or system is visible from a street or private roadway, must be screened by landscape shrubbery or fencing approved by the Declarant, in connection with the approval of the initial landscape plan submitted to the Declarant for approval.

8. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish, exterior solar heating or cooling device, or wind powered electric generators of any sort shall be permitted on any Lot unless such apparatus is approved by the Declarant and is installed in such a manner that it is not visible from any street or roadway.

9. Trash and Rubbish. During construction of any residence or improvement on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street or road.

No garbage or trash can or container or fuel tank shall be permitted on a Lot unless completely screened from view, except for pickup purposes. No lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. No garden shall be permitted on any Lot. No compost pile may be constructed or maintained on any Lot.

10. Lighting. All exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. Subdivision. No Lot may be split, divided or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of Declarant of plans and specifications for such split, division or subdivision. This provision does not apply to Declarant.

ARTICLE IV **ASSOCIATION**

1. The Association. Declarant shall cause the incorporation of the Association. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Townhome Property, including:

(a) The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Area for the use, benefit and enjoyment of all the Members, including snow removal from all driveways and walkways located upon the Lots. The Common Area may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area. The rules and regulations may permit or restrict use of the Common Area by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Area.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Townhome Property; and the protection and maintenance of the residential character of the Townhome Property.

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership.

All Members whether one or more persons and entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association. Declarant shall be entitled to one hundred (100) votes per Lot for each Lot owned by Declarant on each matter coming before the Members of the Association.

3. Rights of All Members. Each Member of the Association shall have the right to use and enjoy the Common Area and shall have an easement over and upon the Common Area for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such Member; provided, however, that no Lot Owner shall construct any structures within the Common Area without the prior written consent of the Association. The rights of the Members of the Association in and upon the Common Area shall be subject to the following:

(a) All easements shown upon any final plat of any portion of the Townhome Property recorded with the Register of Deeds of Lancaster County, Nebraska;

(b) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the Common Area for any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Area;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members; provided, however, that any such dedication or transfer shall be approved by a majority vote at a regular meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such meeting; and

(d) The City of Lincoln shall have the permanent right and easement to enter upon the Common Area to maintain the Common Area in the same manner as required of the Association in the event the Association fails to perform said maintenance or the Association dissolves and the Lot Owners fail to perform said maintenance.

4. Powers and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Common Area and the enforcement of the rules and regulations relating to the Common Area.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering the Common Area against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

(e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Association Activities Regarding the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Common Area as set forth below. In the event the Association dissolves, the Lot Owners shall remain jointly and severally liable for the cost of maintenance of the Common Area.

6. Ground Maintenance Driveway and Walkway Snow Removal. The Association shall be responsible for snow removal from all driveways and walkways located upon the Lots as well as within the Common Area.

7. Green Area Maintenance. The Association's maintenance of the Green Area located upon each Lot shall include lawn fertilizing and mowing but shall not include maintenance

of any landscaping and plantings installed on any Lot. Each Lot Owner shall be responsible for maintaining any and all landscaping and plantings located upon their Lot and shall be responsible for watering the Green Area located upon their Lot.

8. Refuse Service. The Association shall select a single provider to provide refuse collection services for the Townhome Property. The cost of the refuse services for each Lot shall be paid by the Lot Owner directly to the Association as part of its dues and assessments.

9. Imposition of Dues and Assessments. The Association may fix, levy and charge each Lot Owner with dues and assessments under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

10. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments due in respect of any Lot and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

11. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Lot Owner at the time when the dues and assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent dues and assessments shall not pass to the successor in title to the Lot Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid dues and assessments.

12. Purpose of Dues. Dues and assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

13. Assessments for Capital Improvements. In addition to the dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment may be rejected at any time within thirty (30) days of the notice of the levy by the vote of Members holding over fifty percent (50%) of the total votes of Lots covered by this Declaration, at a regular meeting of the Members or at a special meeting of the Members, if notice of the assessment for capital improvements is contained in the notice of the special meeting.

14. Uniform Rate of Dues and Assessments. Dues and assessments related to the Common Area shall be fixed at a uniform rate as to all Lots, but may be abated as to individual Lots, as provided in Paragraph 10, above.

15. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

16. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

17. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

18. Self-Help by Association. In the event that any Member shall fail to maintain or repair the Lot or the exterior of the townhome residence owned by such Member, or the driveway or sidewalk required to be maintained by such Member pursuant to Paragraph 6 of Article III hereof, in a manner satisfactory to the Board of Directors of the Association, the Board of Directors of the Association may authorize and direct the maintenance or repair of such Lot, residence, driveway or sidewalk by agents or employees of the Association. Such agents or employees shall have the right to enter upon such Lot for the purpose of such maintenance or repair, and the cost thereof shall be levied and assessed as a specific special assessment only against such Lot that is so repaired.

19. Dissolution of Corporation; Lot Owner Responsibilities. Each Lot Owner by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant that, in the event the Association dissolves, such Lot Owner shall remain jointly and severally liable along with all other Lot Owners of Lots within the Townhome Property for the cost of administering and maintaining the Common Area in the same manner as required of the Association under Paragraph 5 above. In the event such Lot Owners fail or refuse to perform any required maintenance and upkeep of the Common Area, the City of Lincoln after seven (7) days' notice to such Lot Owners, may perform the required maintenance and assess each lot and Lot Owner for the cost of the performance of such maintenance on an equal per lot basis.

Each assessment of the City's actual costs of performing the maintenance shall be the personal obligation of each Lot Owner who is the owner of the lot at the time of assessment and shall be a lien upon the lot assessed. To evidence such lien for unpaid assessments, the City shall prepare a written notice setting forth the amount, the name of the Lot Owner, and a legal description of the Lot. Such notice shall be signed on behalf of the City by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's pro-rata share of the City's actual cost of maintaining the Common Area within thirty days following receipt of an assessment therefor. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20) whichever is greater.

ARTICLE V

GENERAL PROVISIONS

1. Party Walls.

(a) Any wall placed or constructed on any common Lot line between two adjoining Lots within the Townhome Property shall be a Party Wall. Any expense of the structural repair, replacement or reconstruction of a party wall or of the protection of a party wall against the natural elements (including the repair or replacement of a roof over such party wall) shall be borne equally by the Members who are record owners of such adjoining Lots.

(b) Each adjoining Lot Owner hereby grants and conveys to each other the right of support for any party wall in the erection of buildings on their respective Lots, and for the purposes of making all necessary connections to said party wall for the construction of any building on their respective Lot. Each Lot Owner hereby consents to the encroachment of the roof overhang from the roof over the adjoining Lot with which such Lot Owner shares a party wall and a common roof.

(c) Any single roof covering adjoining Lots shall be constructed of identical material. In the event of a dispute between adjoining Lots concerning the repair or maintenance for a single roof or a party wall, such dispute shall be submitted to the Board of Directors of the Association, who shall have the sole and absolute authority to rectify such dispute between such adjoining Lot Owners. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in the damage or destruction of a party wall.

2. Common Utility Lines. When any utility line shall be constructed on two or more adjoining Lots with the Townhome Property, each Lot Owner of one of the adjoining Lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining Lots, which easement shall be appurtenant to the interest requisite for membership. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the Lot Owners of such adjoining Lots. The provisions of this Paragraph shall not operate to relieve any Lot Owner from any liability which such Lot Owner may incur by reason of negligent or willful acts or omissions resulting in damage to the utility line.

3. Enforcement of Declaration. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Lot Owner named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding the maintenance of the Common Area. The City proceedings may be to restrain violation of the duty to maintain the Common Area, to recover a money judgment upon the personal obligation and debt of the Lot Owner to pay the Lot Owner's pro-rata share of the City's cost to maintain the Common Area or to foreclose upon the defaulting Lot Owner's Lot in a like manner as mortgages on real property. In any such foreclosure or lawsuit, the Lot Owner shall be required to pay the cost and expenses of such proceedings, including reasonable attorney fees, costs of suit, and court costs incurred as allowed by the court. Suit to recover a money judgment for unpaid assessments for the cost to maintain the Common Area shall be maintainable without foreclosure of the Lot Owner's Lot or waiving the lien securing the assessment. Failure by the Declarant, City of Lincoln or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Amendment. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) years from the date hereof. Thereafter any portion of this Declaration, may be amended by an instrument signed by the Lot Owners of Lots comprising not less than sixty-six percent (66%) of the total votes of Lots covered by this Declaration.

5. Assignment. Smetter Custom Homes, Inc. shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Smetter Custom Homes, Inc., or its successor or assign, may also terminate its status as Declarant under this Declaration in its entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

6. Partial Invalidation. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

7. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five



Please return to:
Shelly Simonson
Lincoln Federal Bancorp, Inc.
PO Box 80038
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DECLARATION OF RESTRICTIVE COVENANTS

WILDERNESS HILLS 11th ADDITION

This Declaration of Restrictive Covenants - Wilderness Hills 11th Addition ("Restrictive Covenants") is made this 17th day of September, 2021, by Lincoln Federal Bancorp, Inc. ("Owner").

A. Owner is the owner of the following real estate (collectively the "Properties"):

Lots 1 through 4, Block 1; and Lots 1 through 10, Block 2; Wilderness Hills 11th Addition, Lincoln, Lancaster County, Nebraska ("Single Family Lots"); and

Lots 5 through 33, Block 1; Lots 1 through 27, Block 3; Lots 1 through 48, Block 4; and Lots 1 through 28, Block 5; Wilderness Hills 11th Addition, Lincoln, Lancaster County, Nebraska ("Townhome Lots").

B. Owner desires to encumber the Properties and Commons with these Restrictive Covenants to provide for the continuity of the Wilderness Hills neighborhood and the common welfare of the property.

NOW, THEREFORE, Owner declares and establishes the following covenants upon the Properties:

1. **Use.** No lot within the Properties shall be used for any use other than for residential purposes, which for the purposes of these Restrictive Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No lot within the Properties shall be used for any commercial use, for childcare, daycare, preschool, or similar use, regardless of whether such use has employees upon the premises.
2. **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, tool sheds, potting sheds, windmills, patio enclosures, swimming pools, kennels or dog houses, tree houses, playhouses or play structures, or other external improvements, above or below ground 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 and actual elevation plans for all sides of the dwelling structure. 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 Corporation, hereinafter defined, at any time.
3. **General Standards for Dwelling Structures.** The following general standards of development shall guide the Owner in the review of any plans for dwelling structures submitted for approval within Wilderness Hills 11th Addition. 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 Square Foot Floor Area.** The minimum finished floor area for any dwelling exclusive of basements, daylight or walkout basements, and lower levels, whether finished or not, garages, carports, porches, patios, decks, or enclosed decks shall be as follows:

Single Family Lots:

- i. Single story ranch style - 1,650 square feet
- ii. Two story - 2,150 square feet with a minimum of 1,050 on the first floor
- iii. One and a half story - no less than a combined total of 1,850 square feet on the first and second floor with a minimum of 1,250 square feet on the first floor
- iv. Split entry or raised ranch - no less than 1,550 square feet on the main floor
- v. Bi-level split entry - no less than 1,550 square feet on the main floor including the raised living level
- vi. Tri-level split entry - no less than 1,700 square feet total on the main floor including the raised living levels

Townhome Lots:

- i. Single story ranch style - 1,000 square feet
- ii. Two story – 1,800 square feet

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

i. **Single Family Lots:**

- a. Interior Lots - 25 feet from the front property line and 7.5 feet from the side property line
- b. Corner Lots - 25 feet from the front property line and 20 feet from the street side property line and 7.5 feet from the other side property line

ii. **Townhome Lots:**

- a. Interior Lots - 20 feet from the front property line and 5 feet from the side property line or 0' if party wall
- b. Corner Lots - 20 feet from the front property line and 20 feet from the street side property line and 5 feet from the other side property line or 0' if party wall

Property lines shall be defined as the lines bounding a lot as described in a survey of the property. Front property line, and in the case of a corner lot, the side property line is generally located approximately 16 ½ feet from the back of the curb allowing for construction variance. The front yard of a property shall be defined as extending from the front property line to the dwelling from side property line to side property line. The side yard of a property shall be defined as extending from the front property line to the back or rear property line. The back or rear yard shall be defined as extending from the rear property line to the dwelling from side property line to side property line; except in the case of a corner lot where the back or rear yard shall end at the street side setback for that property.

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

c. **Exterior Finish.**

- i. **Approval.** All exterior finish materials and all colors, except for earth tones, shall be approved by the Owner.
 - ii. **Harmonious Colors.** The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The acceptable colors are those of earth tone shades. As used in these covenants earth tone shall mean acceptable shades of beige, brown, gray, white, certain shades of green and clay masonry. Other variations of earth tone colors will be considered but bright yellows, greens, blues, and reds will not be approved.
 - iii. **Front Elevation.** The front facing walls of any dwelling shall be faced with fifty percent (50%) brick or natural stone, or as dictated by a unique architectural style upon approval of Owner.
 - iv. **Exposed Foundation.** All exposed foundation walls on the front elevation shall be constructed of or faced entirely with brick or natural stone. Exposed foundation walls on the side and rear elevations shall not exceed an average of 30 inches AND must be sided or painted brick patterned concrete to grade to match the exterior color scheme of the dwelling.
 - v. **Exposed Fireplace Chimneys.** All exposed fireplace chimneys shall be covered with brick or other material approved by the owner.
 - vi. **Roofing Material.** Roofing materials shall be equal to or better than an architectural grade shingle which provides an appearance of depth such as the Tamco Heritage® Classic or Elk Prestique® High Definition or Raised Profile shingle, with a minimum 30 year warranty.
- d. **Roof Pitches.** All roof pitches on Single Family Lots shall be a minimum of 6:12 and on Townhome Lots shall be a minimum of 5:12, or upon approval of Owner as may be dictated by a unique architectural style.
- e. **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.

4.a. **General Standards for Improvements and Structures Other Than Dwellings on Single Family Lots.** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling on Single Family Lots. **Written approval for other improvements and structures is required** and shall comply with these standards. The Owner shall have the right to enforce these standards.

Hedges and Fences. No walls, fences or hedges which will exceed two (2) feet in height may be constructed, placed or planted in that area within the front yard setback required herein; or in the case of corner lots, within the setback required for the front yard and the side street side yard of the corner lot. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and in the case of a corner lot, the side street setback for fences is the same as the dwelling setback established above. Fences shall be constructed with the finished side facing the property line. Galvanized chain link fences are strictly prohibited unless the fence is either black or green in color. Underground electronic fences are permitted. Fences in accordance with setback requirements may be constructed on a property for the purpose of (1) the construction of a dog kennel, (2) the installation of a swimming pool, or (3) the enclosure of the rear yard. No fences shall be allowed on any Single Family except as provided in this Paragraph.

- a. **Accessory Structures.** Accessory structures such as 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.
- b. **Swimming Pools.** No swimming pool shall be permitted which extends more than one foot above ground level.

- c. **Animal Shelters.** Any dog run or kennel shall be located within ten (10) feet of the dwelling structure, adequately screened from view and shall not be located in the front yard or side yard. Shelters for any other animal, livestock, fowl or poultry are prohibited.
- d. **Antennas.** No antenna, satellite dish or wiring for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such antenna, satellite dish or wiring is enclosed within a structure. 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.
- 4.b. **General Standards for Improvements and Structures Other Than Dwellings on Townhome Lots.** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling on Townhome Lots. **Written approval for other improvements and structures is required** and shall comply with these standards. The Owner shall have the right to enforce these standards.
- Hedges and Fences.** No walls, fences or hedges may be constructed, placed or planted in that area within the front yard setback required herein; or in the case of corner lots, within the setback required for the front yard and the side street side yard of the corner lot. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and in the case of a corner lot, the side street setback for fences is the same as the dwelling setback established above. Fences shall be constructed with the finished side facing the property line. Only six feet (6') high wrought iron fences and underground electronic fences are permitted on the Townhome Lots. No fences shall be allowed on any Townhome Lot except as provided in this Paragraph.
- e. **Accessory Structures.** No detached accessory buildings, sheds, playhouses, greenhouses, or structures of any kind (not including swing sets), shall be constructed on placed on any Townhome Lot.
- f. **Swimming Pools.** Swimming pools shall not be permitted on any Townhome Lot.
- g. **Animal Shelters.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Townhome Lot, including any dog run or kennel. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.
- h. **Antennas.** No antenna, satellite dish or wiring for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such antenna, satellite dish or wiring is enclosed within a structure. 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.
5. **Landscaping.** All front, side and rear yard areas shall be sodded one (1) month as permitted by weather after completion of any dwelling constructed within the Properties.
6. **Sidewalks & Street Trees.** Purchasers of a lot or lots shall be responsible for and shall install and pay for public sidewalks parallel to each street which adjoins the lot and street trees in accordance with city requirements. Said sidewalks shall be constructed and street trees planted at the time of the construction of the residence or when required by the City, whichever first occurs. Purchasers of a lot or lots shall indemnify and save the Owner harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street which adjoins the lot purchased by the purchasers. Purchasers of lots abutting a pedestrian sidewalk are responsible for maintaining the outlot in which the pedestrian walkway is contained, including sidewalk and lawn maintenance.
7. **Drainage.** All grading has been or shall be completed in compliance with the land subdivision ordinance of the Lincoln Municipal Code and has been or shall be inspected and approved by the City of Lincoln. Approved drainage patterns established by grading and soil erosion controls must be maintained permanently. Finish grading by the purchaser of a lot shall comply with the approved drainage pattern. If the purchaser of a lot changes the drainage pattern, purchaser shall be liable for all damages to the property or adjacent properties and shall be required to re-establish the approved drainage pattern. Purchaser shall be responsible for any soil erosion runoff and sediment that is tracked into the drainage system.
8. **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 by the purchaser as required by the City of Lincoln, Nebraska.
9. **Temporary Structures.** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
10. **Completion of construction.** Any dwelling constructed on any lot within the Properties shall be completed within twelve (12) months after the commencement of construction. If no construction has been commenced upon a lot within one (1) year after conveyance of such lot by Owner, then Owner shall have the automatic right and option to repurchase such lot for the same purchase price paid to Owner and be entitled to reimbursement for any expense necessary to restore the property to its original condition. Such option of Owner to repurchase such lot may be exercised by Owner at any time upon expiration of the twelve (12) month. Failure to complete the property under construction within two (2) years from the closing date may also result in an additional penalty assessment until construction completion.
11. **Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor shall anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.
12. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties. However, Owner or Subsequent Owner may erect signs advertising a single lot or home for sale upon any lot.
13. **Storage.** No side yard or front yard shall be used for storage purposes; except a side yard may be used for storage if adequately screened with an approved material and written approval is received from Owner or its Successor. No

motorized vehicle, boat, trailer, or other object may be placed in the front yard other than on the driveway originally provided.

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. No animal may be kept on any lot within the Properties that may become an annoyance or nuisance to the neighborhood or unreasonably disturbs the quiet of the occupants of adjoining lots.
15. **Common Utility Lines.** When any utility line shall be constructed on two or more adjoining lots within the Properties, each titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve the titleholder from any liability which such titleholder may incur by reason of negligent or willful acts of omission resulting in damage to the utility line.
16. **Recreational Vehicles.** No campers, trailers, boats or recreational vehicles, as defined by the City 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 not to exceed fourteen (14) days per calendar year.
17. **Repairs and Storage on Lot.** No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; no vehicle is to be visibly stored, parked or abandoned on any lot.
18. **Homeowners Association.** Wilderness Hills Homeowners Association ("Corporation") has been incorporated in the State of Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties, administering and maintaining the Commons and providing services to its members. The Corporation shall abide by and enforce to the best of its ability the covenants set forth and endorsed by the Owner. Every person or entity who owns a lot within the Properties (individually "Lot Owner" and collectively "Lot Owners") shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each member of the Corporation shall be entitled to all rights and duties of membership and to one vote for each lot or living unit in which the interest requisite for membership is held; provided however, that no more than one vote shall be cast with respect to any such lot or living unit.
19. **Membership.** The Corporation shall have two classes of membership:
 - Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each Class A member of the Corporation 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 and shall be entitled to fifty-one (51)% of the votes until the last lot is sold and membership is terminated by the Owner or any successor in interest.
20. **Managing Agent.** The Owner or the Corporation may contract for the performance of any of the Corporation'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 Corporation. The fee charged by Managing Agent shall be a common expense of the members.
21. **Commons.** The Commons shall include all pedestrian walkways that abut two or more lots, boulevards, entry ways, drainage ways, ponds, open space, parks and any required improvements, and any detention areas as shown on any final plat of all or any portion of the Properties; provided that such final plat has been filed with the County Register of Deeds. Notwithstanding the foregoing, the outlots in Wilderness Hills 11th Addition ("11th Addition Commons") shall be maintained by a separate association created for the Townhome Lots; provided, however, if the 11th Addition Commons are not maintained in a manner consistent with the level of maintenance the Corporation provides for other Commons within Wilderness Hills, the Corporation shall have the right, after providing written notice to the association created for the Townhome Lots, to enter upon the 11th Addition Commons and to provide maintenance to said 11th Addition Commons, and assess the cost of said maintenance to the Townhome Lots.
22. **Conveyance of Commons.** Owner shall convey any Commons to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City, upon approval of the final plat.
23. **Use of Commons.** Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
24. **Rights in Commons.** The rights and easements of the members of the Corporation in and upon the commons shall be subject to the following:
 - a. The right of the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of any recreational facilities within Commons by the Members, and if necessary, to open such facilities to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all rights of the Members hereunder shall be fully restored, provided however, that any such mortgage shall be approved by affirmative vote of fifty-one (51)% of the 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, provided notice of the proposed mortgage be contained in the notice of such special meeting.
 - b. The right of the Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.

- c. The right of the Corporation, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment of such facilities by any member for any period not to exceed thirty (30) days for any infraction of the published rules and regulations governing the use of such facilities.
- d. The right of the Corporation to charge reasonable admission and other fees for the use of such facilities.
- e. The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the members, provided however, that any such dedication or transfer shall be approved by the affirmative vote of fifty-one (51)% of the 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 provided notice of the proposed dedication or transfer be contained in the notice of such special meeting.
- f. The permanent right and easement of the City of Lincoln to enter upon the Commons to maintain the Commons in the same manner as required of the Corporation in the event the Corporation fails to perform said maintenance of the Commons or the Corporation dissolves and the Lot Owners fail to perform said maintenance.

Each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the Commons, 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. Such annual and special assessments shall be uniform as to each lot or living unit within the Wilderness Hills 11th Addition, Lincoln, Lancaster County, Nebraska. Each such assessment shall be the personal obligation of the member who is, or was, the record owner of the lot or living unit assessed at the time of such assessment, and shall bear interest at the rate of 10% per annum until paid and, when shown of record, shall be a lien upon the lot or living unit assessed.

The lien of any annual and special assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot against which such assessment is made.

Annual and special assessments for the administration and maintenance of the Commons may be made by the Board of Directors of the Corporation. Special assessments for capital improvements may be made by the Board of Directors provided however, that any such special assessments shall have been approved by the affirmative vote of 51% of the Class Members affected and entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members provided notice of such special assessment be contained in the notice of such special meeting.

Upon acceptance of the deed to the Commons, the Wilderness Hills Homeowner's Association agrees to assume the obligation of Lincoln Federal Bancorp, Inc. to comply with the conditions of approval of Wilderness Hills Additions regarding continuous and permanent maintenance of the Commons, and private improvements.

- 25. **Dissolution of Corporation; Lot Owner Responsibilities.** Each Lot Owner, by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant that, in the event the Corporation dissolves such Lot Owner shall remain jointly and severably liable along with all other Lot Owners for the cost of administering and maintaining the Commons in the same manner as required of the Corporation. In the event such Lot Owners fail or refuse to perform any required maintenance of the Commons, the City of Lincoln after seven (7) days' notice to such Lot Owners may perform the required maintenance and assess each lot and the owner of the lot for the cost of the performance of such maintenance on an equal per lot basis. Each assessment of the City's actual cost to perform the maintenance shall be the personal obligation of each Lot Owner who is the owner of the lot at the time of the assessment and shall be a lien upon the lot assessed. To evidence such lien for unpaid assessments, the City shall prepare written notice setting forth the amount, the name of the Lot Owner, and a legal description of the lot. Such notice shall be signed on behalf of the City by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's pro rata share of the City's actual cost to maintain the Commons within 30 days following receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty (\$20.00) whichever is greater.
- 26. **Maintenance of Landscape Screens.** Each Member of the Corporation 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.
- 27. **General Maintenance Obligations.** Each Member of the Corporation 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. During construction on any lot, a Member shall be responsible to erect and maintain adequate erosion control measures, including silt fences, straw bales, or other measures to prevent soil runoff upon adjoining lots or streets. 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.
- 28. **Failure to Maintain.** In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Corporation after seven (7) 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 ten percent (10%) 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 fourteen percent (14%) per annum, and shall be a lien upon the lot assessed.
- 29. **Abatement of Dues and Assessments.** Notwithstanding any other provision of the Restrictive Covenants, the Board of Directors may abate all or part of the dues or assessments due in respect of any lot, and shall abate all dues and assessments due in respect of any lot during the period of such lot owned by the Owner.
- 30. **Additions.** 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 Corporation. Additions shall be made by the execution and recordation of Restrictive Covenants, provide the general standards set forth in paragraphs titled "General Standards for Dwelling

WILDERNESS HILLS 11th ADDITION

DECLARATION OF RESTRICTIVE COVENANTS APPROVAL

The foregoing Declaration of Restrictive Covenants are hereby approved by the City of Lincoln, Nebraska, City Attorney's Office for the limited purpose of transferring maintenance of the commons and private improvements to the Corporation.

CITY OF LINCOLN, NEBRASKA

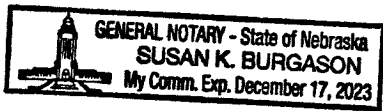
By: Abigail Littrell

Title: Asst. City Attorney

STATE OF NEBRASKA)
) SS.
County of Lancaster)

Before me, a Notary Public qualified for said county personally came Abigail Littrell, Asst. City Attorney of the City of Lincoln, City Attorney's Office, the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be their voluntary act and deed.

Witness my hand and Notary Seal on September 7, 2021



Susan K. Burgason
Notary Public

My Commission expires December 17, 2023