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## DECLARATION OF RESTRICTIVE COVENANTS

### WILDERNESS HILLS KEYSTONE ADDITION

This Declaration of Restrictive Covenants - Wilderness Hills Keystone Addition ("Restrictive Covenants") is made this 17<sup>th</sup> day of April, 2006, by Lincoln Federal Bancorp, Inc., Robert P. Hoback, and Lyon Enterprises, LLC ("Owner").

A. The title holder of record is the Owner of the following real estate:

Lots 1 through 43, Block 1; Lots 1 through 23, Block 2; and Outlots A, B, C, D, and E, Wilderness Hills Keystone Addition, Lincoln, Lancaster County, Nebraska.

B. Owner desires to encumber the Properties and Commons with these Restrictive Covenants to provide for the continuity of the Wilderness Hills Keystone Addition 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 in accordance with the provisions of the respective R3 and R5 zoning. No lot within the Properties shall be used for any commercial use, such as childcare, daycare, preschool, or similar use, regardless of whether such commercial 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, kennels, playhouses, etc. to be placed or constructed upon any lot within the Properties shall be submitted to Owner and shall show the design, size, exterior material and color for the building or improvement, and the plot plan for the lot, together with the degree of slope of the driveway in relation to the elevation of the curb or sidewalk. Accessory structures shall be of compatible material and design with the residence and accompanied by a landscape design plan.

One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from Owner. Written approval or disapproval of the plans shall be given by the Owner within thirty (30) days after receipt thereof. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. Upon disapproval, a written statement of the grounds for disapproval shall be provided. The rights and duties of the Owner under this paragraph, except as to lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the 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 Keystone 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 subject to approval by Owner:

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

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- 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 elevation of any dwelling shall be faced with 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 elevations shall not exceed *an average of 30 inches* and shall be painted brick patterned concrete or sided to match the exterior color scheme of the dwelling.
  - v. **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 Prestige High Definition or Raised Profile shingle, with a minimum 30 year warranty.
- d. **Roof Pitches.** All roof pitches shall be a minimum of 6:12, 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. **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.
  5. **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.
  6. **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.
  7. **Owner Obligations.** Owner shall be responsible for general maintenance of all lots within the Wilderness Hills Keystone Addition until commencement of construction on any given lot or lots. (See Purchaser Obligations during construction.) These obligations shall include the responsibility to erect and maintain adequate erosion control measures including silt fences, straw bales, or other measures to minimize soil run off onto adjoining lots and streets including lots upon which residences have been constructed. Portions of the site that do not have adequate and appropriate ground cover shall be seeded and periodically mowed. Landscape plantings required by the City shall be maintained until that obligation is transferred to the Association. Loose debris that accumulates on the site shall be picked up and properly disposed of to prevent spreading throughout the adjacent properties.
  8. **Purchaser Obligations During Construction.** Each purchaser of a lot or lots 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, purchaser of a lot or lots 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 purchaser of a lot or lots shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.
  9. **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 90% of the purchase price paid to Owner. Such option of Owner to repurchase such lot may be exercised by Owner at any time upon expiration of the one (1) year period and prior to commencement of construction upon such lot unless otherwise stated in the Purchase Agreement or approved by the Owner.
  10. **Landscaping.** All front, side and rear yard areas shall be seeded or sodded one (1) month after completion of any dwelling constructed within the Properties.
  11. **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 shall pay for all street trees required by the City. Owner is responsible for the planting of the required street trees. 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 or payment of any public sidewalk parallel to each street which adjoins the lot purchased by the purchasers. Purchasers of lots abutting a pedestrian walkway are responsible for maintaining the pedestrian walkway abutting their property. Owner is responsible for the installation of sidewalk and street tree screening along 27<sup>th</sup> Street and Wilderness Hills Blvd. and it is the subsequent abutting owners' responsibility to maintain in accordance with City standards.

12. **Nuisance.** No noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor 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.
13. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties without the approval of the Owner. However, Owner or Subsequent Owner may erect signs advertising a single lot, home, or townhome for sale upon any lot.
14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purposes. 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 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. No recreational vehicle, 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 of time not to exceed fourteen (14) days per year. No garbage or other containers are to be stored outside of the dwelling structure.
18. **Homeowners Association.** Wilderness Hills Homeowners Association ("Wilderness Hills 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, as designated from time to time, and providing services to its members. Every person or entity who owns a lot within the Properties shall be a member of the Wilderness Hills 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 Wilderness Hills 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 Wilderness Hills Corporation shall have two classes of membership:
 

Class A membership shall include all members of the Wilderness Hills Corporation except the Owner and any successor in interest. Each Class A member of the Wilderness Hills 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, title has been transferred, and membership is terminated by the Owner or any successor in interest.
20. **Managing Agent.** The Owner or the Wilderness Hills Corporation may contract for the performance of any of the Wilderness Hills 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 Wilderness Hills Corporation. The fee charged by Managing Agent shall be a common expense of the members.
21. **Conveyance of Commons.** Owner shall convey Outlot A, B, and E to the Wilderness Hills Homeowners Association, and Outlot C and D to the Keystone Village Townhome Owners Association, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City, upon approval of the final plat.
22. **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.
23. **Use of Commons.** Each member of the respective association shall have the right to use and enjoy their Commons as established by the rules, regulations and requirements of the respective association 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 Wilderness Hills Corporation in and upon the commons shall be subject to the following:
  - i. The right of the Wilderness Hills 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 Wilderness Hills 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.

- ii. The right of the Wilderness Hills Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.
- iii. The right of the Wilderness Hills 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.
- iv. The right of the Wilderness Hills Corporation to charge reasonable admission and other fees for the use of such facilities.
- v. The right of the Wilderness Hills 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.

Each member of the Wilderness Hills Corporation by the acceptance of a deed by which the interest requisite for membership in the Wilderness Hills Corporation is acquired, shall be deemed to covenant to maintain the Commons in accordance to any easements of record, 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 Homeowners Association. 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 Wilderness Hills 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 Homeowners Association agrees to assume the obligation of Lincoln Federal Bancorp, Inc. to comply with the conditions of approval of the Wilderness Hills and Wilderness Hills Keystone Additions regarding continuous and permanent maintenance of the Commons, and private improvements.

- 25. **Maintenance of Landscape Screens.** Each Member of the Wilderness Hills Corporation who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen and adjacent commons area in accordance to easements of record.
- 26. **Failure to Maintain.** In the event any member of the Wilderness Hills Corporation fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Wilderness Hills 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.
- 27. **Amendments.** These Wilderness Hills Keystone Addition Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. Owner may modify the covenants at any time prior to the sale and transfer of title of the last lot in the subdivision. Afterwards, these Restrictive Covenants may be terminated or modified in writing at any time by the owners of 51% of the lots within each class of properties. However, modification or approval for any change in the responsibility of any Class Members shall require a 51% majority of the class or classes affected. In addition, any modification or approval for any change in the maintenance responsibilities of any of the Class Members shall require approval from the City of Lincoln.
- 28. **Enforcement.** The enforcement of these Wilderness Hills Keystone Addition Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Owner or Wilderness Hills Corporation, may be to enforce any lien or obligation created here by.

The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Commons and private improvements. In the event the Wilderness Hills Homeowners Association, the Wilderness Hills Townhome Owners Association, or the Keystone Village Townhome Owners Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Commons and private improvements.

- 29. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.
- 30. **Wilderness Hills Townhome Association and General Standards For Lots 1 thru 10, and Lots 38 thru 43, Block 1; and Lots 16 thru 23, Block 2, Wilderness Hills Keystone Addition, Lincoln, Lancaster County, Nebraska.** The following covenants shall be binding solely upon the Townhome Properties and are intended to provide for the preservation of the unique characteristics of these types of dwellings.

- a. **Townhome Corporation Membership and Responsibilities.** Wilderness Hills Townhome Owners Association ("Townhome 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.
- i. **Membership.** The Townhome Corporation shall have two classes of membership:
- Class A membership shall include all members of the Townhome Corporation except the Owner and any successor in interest. Each Class A member of the Townhome 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.
- ii. **Assessments.** The Townhome Corporation covenants and each member of the Townhome Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the commons and grounds, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance and / or improvements.
- Annual and special assessments for administration, maintenance and / or improvement shall be uniform as to each lot within the properties. Each assessment shall be the personal obligation of the member who is, or was the titleholder of the lot assessed at the time of assessment, shall bear interest at the rate then charged for delinquent taxes until paid and, when shown of record, shall be a lien upon the lot assessed.
- Annual or special assessments for the administration, maintenance or improvement shall be levied by the Townhome Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Townhome Corporation. 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, present in person or by proxy, 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.
- iii. **Grounds Maintenance.** The Townhome Corporation shall (subject to Wilderness Hills Townhome Owner approval as provided for below) provide to the Townhome Properties grounds maintenance which may include maintenance of each member's lawn, trees and shrubs; lawn sprinkler system and snow removal from the public sidewalk, front stoop and driveway. In the event any member improvements, such as planters or similar obstructions increase the cost to the Townhome Corporation of performing ground maintenance service for any lot, the additional cost shall be paid by the Wilderness Hills Townhome Owner, or the Townhome Corporation may discontinue this service without any reduction to the dues or assessments paid by the Owner. The cost for these grounds maintenance services shall be paid only by the Townhome Owners that receive these services.
- iv. **Building Maintenance.** Each Wilderness Hills Townhome Owner shall be responsible for the proper upkeep, care, maintenance and exterior appearance of the improvements located upon their Townhome Lot for the purpose of maintaining a high quality and attractive development. Specific rules, regulations, requirements and specifications further implementing this provision may be adopted by not less than 51% of the Townhome Owners and with written notice shall be binding upon and enforceable by the Townhome Corporation and any Townhome Owner against all Townhome Properties. In the event any Townhome Owner fails or refuses to perform any required townhome maintenance, the Townhome 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 10% administrative fee shall be the personal obligation of the member who is or was the Townhome Owner of the lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum and shall be a lien upon the lot assessed.
- v. **Additional Townhome Corporate Authority.** The Townhome Corporation may exercise all rights granted to the Townhome Corporation in, by or through the Covenants on the Townhome Properties.
- vi. **Delegation.** The Wilderness Hills Corporation may elect to delegate the Townhome Corporation any of its duties under the Covenants as they relate to Townhome Properties.
- vii. **Managing Agent.** The Owner or the Townhome Corporation may contract for the performance of any of the Townhome 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 Townhome Corporation. The fee charged by Managing Agent shall be a common expense of the members.
- viii. **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.
- b. **Party Walls.** Each wall which is built as a part of the original construction of a dwelling within the Townhome Properties and placed on the dividing line between two adjoining lots shall constitute a party wall.
- i. **Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the titleholders of the Townhome Properties who make use of a party wall in proportion to such use.
- ii. **Damaged or Destroyed.** If a party wall is destroyed or damaged by fire or other casualty, any title holder of a lot who has used the wall may restore it. If any other titleholder subsequently makes use of the wall, they shall contribute to the cost of restoration in proportion to such use.

- iii. **Negligence.** Notwithstanding any other provision of this paragraph, a titleholder who by their negligence or willful acts or omissions causes the party wall to be destroyed, damaged or otherwise exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration.
  - iv. **Rights.** The right of any titleholder to contribution from any other titleholder under this paragraph shall be appurtenant to the land and shall pass to such titleholder's successors in interest.
  - v. **Dispute.** Should a dispute arise concerning a party wall under these Townhome Covenants the parties are encouraged to resolve their dispute pursuant to the Dispute Resolution Act, Neb. Rev. Stat. 25-2901 to 25-2920 prior to filing a lawsuit. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the parties have utilized the Dispute Resolution Act.
- c. **Encroachments.** When a building shall be constructed on any lot so as to encroach upon the adjoining lot within the Townhome Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.
- d. **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. The Townhome Corporation and Townhome Owners shall have the right to enforce these standards.
- i. **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 1,475 sq. ft.
  - ii. **Fencing.** No fences shall be allowed on any lot except as provided in this paragraph. A lot owner may be permitted to construct a fence on their lot in association with construction of a dog kennel. Chain link may be used for kennels and shall be either black or green in color.
  - iii. **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 lot, except for one dog kennel which shall not exceed 4 feet by 12 feet by 6 feet in height; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Owner. Dog kennels shall be attached to the dwelling structure and shall not be located in any required setback or sideyard.
  - iv. **Accessory Structures.** Accessory structures such as storage sheds and playhouses shall not be constructed within the Townhome Properties nor shall any driveway be expanded to a width of more than 22 feet upon any Townhome Lot.
  - v. **Antennas.** No wiring, antenna or satellite dish for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such wiring, antenna, or satellite dish is enclosed within a structure. A satellite dish not to exceed twenty-four (24) inches in diameter may be attached outside the dwelling in a location not visible from the front street. Placement of said satellite dish is subject to the approval of Owner. Upon the sale and deeding of the last lot in the addition by Owner these approval rights shall become the rights of the Townhome Corporation.
  - vi. **Mailbox.** Standard development neighborhood MBU mailboxes are required.
  - vii. **Other.** Placement of flag poles, lawn art, bird feeders, etc. on any commons require the approval of the Townhome Board of Directors.
- e. **Pets.** Domestic pets have the potential to create significant nuisance problems within the Townhome Properties. Each Townhome Owner shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance, nuisance, or unreasonably disturbing the quiet of any other Townhome Owner. Specific rules, regulations, and requirements further implementing this provision (including the banning of individual animals, types of animals, or specific breeds) may be adopted by not less than seven (7) of the Townhome Owners and with written notice shall be binding upon and enforceable by the Townhome Corporation and any Townhome Owner against all Townhome Properties.
- f. **Townhome Owner Approval.** The provision of grounds maintenance to the Townhome Properties provided for in paragraph 30, a, iii above shall be mandatory for all Townhome Properties.
- g. **Townhome Covenant Amendments.** These Wilderness Hills Townhome Association Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Townhome Covenants may be terminated or modified, in writing, by two-thirds of the Wilderness Hills Townhome Owners, at any time.
- h. **Enforcement.** The enforcement of these Townhome Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and by the Townhome Corporation, may be to enforce any lien or obligation created by hereby.

The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Commons and private improvements. In the event the Wilderness Hills Townhome Owners Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Commons and private improvements.

- i. **Severability.** The invalidation of any one of the Townhome Covenants shall not affect the validity of the remaining provisions hereof.
31. **Keystone Village Townhome Association and General Standards for Lots 11 thru 37, Block 1, Lots 1 thru 15, Block 2, Outlot C and Outlot D Wilderness Hills Keystone Addition, Lincoln, Lancaster County, Nebraska.** The following covenants shall be binding solely upon the Townhome Properties and are intended to provide for the preservation of the unique characteristics of these types of dwellings.
- a. **Townhome Corporation Membership and Responsibilities.** Keystone Village Townhome Owners Association ("Keystone 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.
    - i. **Membership.** The Keystone Corporation shall have two classes of membership:

Class A membership shall include all members of the Keystone Corporation except the Owner and any successor in interest. Each Class A member of the Keystone 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.
    - ii. **Assessments.** The Keystone Corporation covenants and each member of the Keystone Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the commons and grounds, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance and / or improvements.

Annual and special assessments for administration, maintenance and / or improvement shall be uniform as to each lot within the properties. Each assessment shall be the personal obligation of the member who is, or was the titleholder of the lot assessed at the time of assessment, shall bear interest at the rate then charged for delinquent taxes until paid and, when shown of record, shall be a lien upon the lot assessed.

Annual or special assessments for the administration, maintenance or improvement shall be levied by the Keystone Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Keystone Corporation. 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, present in person or by proxy, 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.
    - iii. **Grounds Maintenance.** The Keystone Corporation shall (subject to Keystone Townhome Owner approval as provided for below) provide to the Townhome Properties grounds maintenance which may include maintenance of each member's lawn, trees and shrubs; lawn sprinkler system and snow removal from the public sidewalk, front stoop and driveway. In the event any member improvements, such as planters or similar obstructions increase the cost to the Keystone Corporation of performing ground maintenance service for any lot, the additional cost shall be paid by the Keystone Townhome Owner, or the Keystone Corporation may discontinue this service without any reduction to the dues or assessments paid by the Owner. The cost for these grounds maintenance services shall be paid only by the Keystone Townhome Owners that receive these services.
    - iv. **Building Maintenance.** Each Keystone Townhome Owner shall be responsible for the proper upkeep, care, maintenance and exterior appearance of the improvements located upon their Townhome Lot for the purpose of maintaining a high quality and attractive development. Specific rules, regulations, requirements and specifications further implementing this provision may be adopted by not less than twenty-two (22) of the Keystone Townhome Owners and with written notice shall be binding upon and enforceable by the Keystone Corporation and any Keystone Townhome Owners against all Townhome Properties. In the event any Keystone Townhome Owners fails or refuses to perform any required townhome maintenance, the Keystone 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 10% administrative fee shall be the personal obligation of the member who is or was the Keystone Townhome Owners of the lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum and shall be a lien upon the lot assessed.
    - v. **Additional Townhome Corporate Authority.** The Keystone Corporation may exercise all rights granted to the Keystone Corporation in, by or through the Covenants on the Townhome Properties.
    - vi. **Delegation.** The Wilderness Hills Corporation may elect to delegate the Keystone Corporation any of its duties under the Covenants as they relate to Townhome Properties.
    - vii. **Managing Agent.** The Owner or the Keystone Corporation may contract for the performance of any of the Keystone 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 Keystone Corporation. The fee charged by Managing Agent shall be a common expense of the members.
    - viii. **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.
  - b. **Party Walls.** Each wall which is built as a part of the original construction of a dwelling within the Townhome Properties and placed on the dividing line between two adjoining lots shall constitute a party wall.

- i. **Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the titleholders of the Townhome Properties who make use of a party wall in proportion to such use.
  - ii. **Damaged or Destroyed.** If a party wall is destroyed or damaged by fire or other casualty, any title holder of a lot who has used the wall may restore it. If any other titleholder subsequently makes use of the wall, they shall contribute to the cost of restoration in proportion to such use.
  - iii. **Negligence.** Notwithstanding any other provision of this paragraph, a titleholder who by their negligence or willful acts or omissions causes the party wall to be destroyed, damaged or otherwise exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements and the cost of restoration.
  - iv. **Rights.** The right of any titleholder to contribution from any other titleholder under this paragraph shall be appurtenant to the land and shall pass to such titleholder's successors in interest.
  - v. **Dispute.** Should a dispute arise concerning a party wall under these Townhome Covenants the parties are encouraged to resolve their dispute pursuant to the Dispute Resolution Act, Neb. Rev. Stat. 25-2901 to 25-2920 prior to filing a lawsuit. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the parties have utilized the Dispute Resolution Act.
- c. **Encroachments.** When a building shall be constructed on any lot so as to encroach upon the adjoining lot within the Townhome Properties, the member who is the titleholder of the lot with the encroaching building shall have an easement upon the adjoining lot to the extent of the encroachment. Any expense of maintenance, repair or replacement of the encroaching building shall be borne by the member who is the titleholder of the lot with the encroaching building. The provisions of this paragraph shall not operate to relieve any member from any liability which the member may incur by reason of negligent or willful acts or omissions resulting in damage to the encroaching building.
- d. **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. The Keystone Corporation and Keystone Townhome Owners shall have the right to enforce these standards.
- i. **Fencing.** Fencing, walls or other structures shall not be constructed within the Townhome Properties.
  - ii. **Accessory Structures.** Accessory structures such as storage sheds and playhouses shall not be constructed within the Townhome Properties nor shall any driveway be expanded to a width of more than 22 feet upon any Townhome Lot.
  - iii. **Animal Shelters.** Dog runs and kennels shall not be permitted within the Townhome Properties.
  - iv. **Antennas.** No wiring, antenna or satellite dish for electrical power, telephone, television, radio, or similar purpose shall be permitted above ground, except where such wiring, antenna, or satellite dish is enclosed within a structure. A satellite dish not to exceed twenty-four (24) inches in diameter may be attached outside the dwelling in a location not visible from the front street. Placement of said satellite dish is subject to the approval of Owner. Upon the sale and deeding of the last lot in the addition by Owner these approval rights shall become the rights of the Keystone Corporation.
  - v. **Mailbox.** Standard development neighborhood MBU mailboxes are required.
  - vi. **Other.** Placement of flag poles, lawn art, bird feeders, etc. on any commons require the approval of the Townhome Board of Directors.
- e. **Pets.** Domestic pets have the potential to create significant nuisance problems within the Townhome Properties. Each Keystone Townhome Owners shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance, nuisance, or unreasonably disturbing the quiet of any other Keystone Townhome Owners. Specific rules, regulations, and requirements further implementing this provision (including the banning of individual animals, types of animals, or specific breeds) may be adopted by not less than seven (7) of the Keystone Townhome Owners and with written notice shall be binding upon and enforceable by the Keystone Corporation and any Keystone Townhome Owners against all Townhome Properties.
- f. **Keystone Townhome Owners Approval.** The provision of grounds maintenance to the Townhome Properties provided for in paragraph 31, a, iii above shall be mandatory for all Townhome Properties.
- g. **Townhome Covenant Amendments.** These Keystone Village Townhome Owners Association Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Townhome Covenants may be terminated or modified, in writing, by two-thirds of the Keystone Village Townhome Owners, at any time.
- h. **Enforcement.** The enforcement of these Townhome Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and by the Keystone Corporation, may be to enforce any lien or obligation created by hereby.
- The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and covenants regarding the maintenance of the Commons and private improvements. In the event the Keystone Village Townhome Owners Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Commons and private improvements.
- i. **Severability.** The invalidation of any one of the Townhome Covenants shall not affect the validity of the remaining provisions hereof.



Dated May 19, 2006

LINCOLN FEDERAL BANCORP, INC.

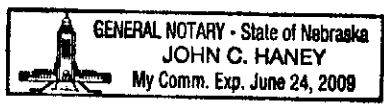
By: [Signature]  
Gerald H. Maddox, Chairman

STATE OF NEBRASKA            )  
  ) SS.  
COUNTY OF LANCASTER     )

Before me, a Notary Public qualified for said county, personally came Gerald H. Maddox, Chairman of Lincoln Federal Bancorp, Inc., a Corporation, known to me to be the Chairman and identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notary Seal on May 19, 2006

[Signature]  
Notary Public



My Commission expires 6-24, 2009

Dated May 19, 2006

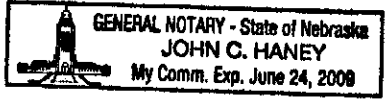
By: [Signature]  
Robert P. Hoback

STATE OF NEBRASKA            )  
  ) SS.  
COUNTY OF LANCASTER     )

Before me, a Notary Public qualified for said county, personally came Robert P. Hoback, known to me to be the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed.

Witness my hand and Notary Seal on May 19, 2006

[Signature]  
Notary Public



My Commission expires 6-24, 2009

Dated April 25, 2006

Lyon Enterprises, LLC  
By: [Signature]  
Dennis J. Lyon, Member

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF LANCASTER )

Before me, a Notary Public qualified for said county, personally came Dennis J. Lyon, President of Lyon Enterprises, LLC, a Nebraska Limited Liability Company, known to me to be the identical person who signed the foregoing instrument, and acknowledge an execution thereof to be his voluntary act and deed.

Witness my hand and Notary Seal on 25 April, 2006



Staci Fox  
Notary Public

My Commission expires 13 June, 2009

**WILDERNESS HILLS KEYSTONE 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: [Signature]  
Title: City Assistant City Attorney

STATE OF NEBRASKA )  
 ) SS.  
County of Lancaster )

Before me, a Notary Public qualified for said county personally came Ernest R. Peo III, 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 4-17, 2006



Patricia J. Babb  
Notary Public

My Commission expires 3-30, 2007