

Return to:  
Greg S. Frayser, Esq.  
Cline Williams Wright Johnson  
& Oldfather, L.L.P.  
1900 U.S. Bank Building  
233 South 13th Street  
Lincoln, NE 68508

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**RESTRICTIVE COVENANTS**  
**(Dominion at Stevens Creek Addition)**

Dominion South, LLC, a Nebraska limited liability company ("Owner") as owner and developer of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants as the 10th day of October, 2019.

**RECITALS**

A. Owner is developing a single-family residential community on the following described real estate:

Lot 10, Block 3; Lots 1 through 3, Block 4; Lots 1 through 12, Block 5; Lots 1 through 11, Block 6; Lots 1 and 2, Block 7; Lots 1 through 5, Block 8; and Lot 2, Block 9, all in Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

(collectively, the "Lots"). Owner shall sell and has sold some of the Lots to titleholders who shall be subject to these covenants and shall be referred to as "Homeowners".

B. Owner is also the owner of the following described real estate:

Outlots E and F, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

(the "Outlots"). The Outlots are to be used and enjoyed by the Homeowners

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described below.

C. Owner and the Homeowners desire to subject the Lots and the Outlots to these Covenants to provide for the common operation of the Dominion at Stevens Creek Homeowners Association, Inc. (the "Association").

NOW THEREFORE, these Covenants are established upon the Lots and the Outlots as follows:

1. **USE:** No Lot shall be used other than for residential purposes, which for the purposes of these Covenants shall mean a use as a single- family dwelling occupied by the persons of one immediate family residing therein. No Lot shall be used for any commercial use for childcare, daycare, preschool or similar use, regardless of whether such commercial use has employees upon the premises.
2. **COMPLETION OF CONSTRUCTION:** Any building placed or constructed upon any Lot shall be completed within twelve months after the commencement of construction.
3. **ANTENNAS:** No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, on any Lot except within a building. One small satellite dish shall be permitted subject to the requirements of paragraph 6.d.
4. **APPROVAL OF PLANS:** Owner shall have the exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Lots. Plans for any dwelling structure to be placed or constructed upon any Lot shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. 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 Lots. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Association at any time. Owner or Association shall either approve or disapprove the plans within seven (7) days from the day Owner receives such proposed plans, provided that if Owner or Association has not approved said plans within the seven (7) day period, the plans shall be deemed approved.
5. **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 the Lots.

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 within other additions to the Lots:

- a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,500 square feet.
- b. Setbacks: The minimum setbacks of dwellings from the lot lines are established as follows:
  - i. Interior Lots: 25 feet from front lot line, 5 feet side lot line
  - ii. Comer Lots: 25 feet from front line and 20 feet from the side street side and 5 feet from any side lot line.

Front line for comer lots to be determined by Owner. Owner shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

- c. Exterior Finish:
  - i. Approval: All exterior finish materials and colors, other than earth tones, shall be subject to the approval of the Owner.
  - ii. Roofing Materials: All roofing shall consist of architectural shingles with earth tone shades such as tan or black or grey or a shade thereof.
  - iii. Front of dwelling: No vinyl siding shall be allowed on the exterior front of any dwelling. A minimum of 50% brick or stone is required on the exterior front of each dwelling.
- d. Attached Garage: All dwellings shall have at least a full size, two-stall attached garage.
- e. Solar Panels: Solar panels shall not be allowed in any area within the Lots.

**6. 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 within the Lots. Written approval for

other improvements and structures is not required but shall comply with these standards. The Owner, Association and Members of the Association shall have the right to enforce these standards.

- a. Fencing. Fencing shall not be constructed closer to the street than the front elevation of any dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Lots.
- b. Accessory Structures. Prior to installation, all accessory structures shall be approved by the Owner, as long as the Owner retains any Class B Membership Units, and thereafter by the Association. The Owner or the Association, as applicable, shall have the exclusive right to disapprove of the accessory structures, if in the Owner or the Association's opinion, the accessory structures do not conform to the general standard of development of the Lots.
- c. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- d. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- e. Landscaping: All front, side and rear yard areas shall be sodded upon completion of any dwelling constructed within the Lots.

7. **CITY REQUIREMENTS:** All buildings within the Lots shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any dwelling or commercial building as required by the City of Lincoln, Nebraska.
8. **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.
9. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted upon any Lot, 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.

10. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any Lot except political signs permitted by the City of Lincoln or a sign advertising a single Lot for sale. However, Owner may erect signs of any size advertising Lots for sale.
11. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose.
12. **RECREATIONAL VEHICLES:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles that are in operating condition may be temporarily parked or stored upon a Lot for a period of time not to exceed 14 days per year.
13. **CONSTRUCTION VEHICLES AND REFUSE SERVICE:** Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Each Member shall deposit \$500.00 with Owner upon commencement of construction upon their Lot. At completion of construction and upon the Member's request, Owner shall inspect the Member's Lot for trash and debris and if the Lot is free of trash and debris the Member's deposit shall be returned to them. If the Member has not requested an inspection within six (6) months of completion of construction, the deposit shall become the property of Owner. Owner shall also have the exclusive right to designate a single provider of refuse service within the Lots.
14. **HOMEOWNERS ASSOCIATION:** Every person or entity who owns a Lot shall be a member of the Association, and agrees to be bound by the provisions of these Covenants. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants.
15. **MANAGING AGENT:** The Owner, as long as the Owner retains any Class B Membership, or thereafter the Association, may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Association, as applicable. The fee charged by the Managing Agent shall be a common expense of the Members.
16. **MEMBERSHIP:** The Association shall have two classes of membership:
  - a. **Class A Membership.** Class A membership shall include all members of the Association except the Owner and any successor in

interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each Lot.

- b. Class B Membership. Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each Lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

**17. CONVEYANCE OF COMMONS:** The Outlots and any common area improvements designated for the use and enjoyment of all of the Homeowners (the "Commons") shall be subject to reasonable rules and regulations approved by the Board of Directors of the Association. Such common area improvements may include, but are not limited to, sidewalks, landscaping, pedestrian ways, and a stormwater detention cell as designated on the final plat of Dominion at Stevens Creek Addition, recorded with the Register of Deeds of Lancaster County, Nebraska on November 20, 2018 as Instrument No. 2018046272. Owner shall convey any Commons to the Association, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.

**18. USE OF COMMONS:** Each Member of the Association shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Association and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership. In addition the City of Lincoln shall have the permanent right and easement to enter upon the Commons to maintain the Commons 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 owners of the Lots fail to perform said maintenance.

**19. RIGHTS IN COMMONS:** The rights and easements of the Members of the Association shall be subject to:

- a. The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the Members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be

approved by the affirmative vote of two-thirds of each class of Members entitled to vote, present in person or by proxy, at a regular meeting of the Members or at a special meeting of the Members, if notice of the proposed mortgage is contained in the notice of the special meeting.

- b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Association to suspend the enjoyment of the facilities by any Member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of an abutting Member of the Association to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Association.
- e. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
- f. The right of the Association to dedicate or convey all or any part of the Commons to any public entity.
- g. The right of the City of Lincoln to enter upon the Commons to maintain the Commons as provided in Paragraph 25(b).

**20. MAINTENANCE OF LANDSCAPE SCREENS:** Each Member of the Association who is the titleholder of a Lot 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.

**21. GENERAL MAINTENANCE OBLIGATIONS:** Each Member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout Lots. Each Member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.

**22. MAINTENANCE OF WETLANDS:** Every person who is a lot owner or shall become a record owner of a fee or undivided interest of a Lot shall comply

with all requirements associated with wetlands areas including, but not limited to, maintaining any area designated as wetlands in accordance with all regulatory requirements of the U.S. Army corps of Engineers and/or the U.S. Environmental Protection Agency.

- 23. 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 Association after 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 owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14%, or if lower, the maximum rate permitted by law, when shown of record, per annum and shall be a lien upon the Lot assessed.
- 24. ASSOCIATION RESPONSIBILITIES:** The Association, shall provide services including, but not limited to, the following:
- a. Maintenance of Commons. The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, which covenants by the Members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. This shall include but not be limited to the obligation to mow, water, and maintain landscaping in all common areas.
  - b. City of Lincoln Maintenance. The City of Lincoln has approved the final plats of Dominion at Stevens Creek Addition upon the condition that the Commons be maintained by the Owner on a continuous basis. The Association Covenants and each Member of the Association by the acceptance of a deed to a Lot shall be deemed to covenant to assume the obligations of the Owner to comply with the requirements of the final plats regarding continuous and permanent maintenance of the Commons. Each owner of a Lot by acceptance of a deed to the lot shall further be deemed to covenant that in the event the Association dissolves, such owner of the Lot shall remain jointly and severally liable with all other owners of a Lot for the cost of administering and maintaining the Commons in the same manner as required of the Association under this paragraph. In the event the owners of such Lots fail or refuse to perform any required maintenance and upkeep of the



Commons, City of Lincoln after seven (7) days' notice to such owners may perform the required maintenance and assess each Lot owner thereof for the cost of the performance of such maintenance. Each assessment of the City of Lincoln's actual cost of performing the maintenance shall be the personal obligation of the 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 of Lincoln shall prepare a written notice setting forth the amount, the name of the owner of the Lot and a legal description thereof. Such notice shall be signed on behalf of the City of Lincoln by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each owner shall pay the owner's share of the City of Lincoln's actual cost of maintaining the Commons within thirty (30) days following the receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20.00), whichever is greater.

25. **LIEN OF DUES AND ASSESSMENTS:** The lien of any dues, refuse service charges, or special assessment shall be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.
26. **ANNUAL ASSESSMENTS AND LIENS:** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) of each class of Members affected and entitled to vote, at a regular meeting of the Members or at a special meeting of the Members, if notice of a special assessment is contained in the notice of the special meeting.

The Members shall pay annual dues, assessments and special assessments to the Association or Managing Agent as billed. Each Member's dues and assessment shall be determined on an annual basis for each fiscal year. The amount of annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each Member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the Members of the Association and the Members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. **Association Budget.** The Association or Managing Agent may prepare, and make available to each Member a pro forma operating statement (budget) containing: (I) estimated revenue

and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.

- b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a Member who is delinquent in the payment of any dues, refuse service charges or assessments, each Member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association, refuse service provider or Managing Agent may incur or levy in the process of collecting from each Member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:
  - i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
  - ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
  - iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
  - iv. Filing Fees: Costs of filing notice of lien in the office of the Register of Deeds;
  - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, or if less, the maximum rate permitted by law, beginning thirty (30) days after the

assessment becomes due; and

vi. Other: Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.

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

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

**27. ADDITIONS:** The Owner may add additional contiguous or adjacent real estate to the Lots or the Commons, at any time, without the consent of the Members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants; provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition. It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot G and Outlot H, Dominion at Stevens Creek Addition, City of Lincoln, Lancaster County, Nebraska.

**28. AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the Lots, at any time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

**29. ENFORCEMENT:** The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Association, designated refuse service provider, or Owner, may be to enforce any lien or obligation created hereby.

In the event the Association dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover

monetary judgement upon the personal obligation and debt of the owner of any Lot, to pay such owner's share of the City of Lincoln's cost to maintain the Commons, or to foreclose upon the defaulting owners Lot in a like manner as mortgages on real property. Suit to recover monetary judgement for unpaid assessments for the cost to maintain the Commons shall be maintained without foreclosure of the owner's Lot or waiving the lien securing the assessment.

30. **SEVERABILITY:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

**"OWNER"**

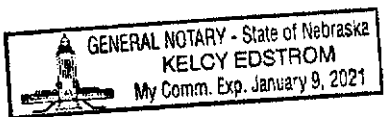
DOMINION SOUTH, LLC

By: 

Mark A. Lewis, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing Restrictive Covenants of Dominion at Stevens Creek were acknowledged before me this 10 day of October, 2019, by Mark A. Lewis, Manager of Dominion South, LLC, a Nebraska limited liability company, on behalf of the company.



  
Notary Public

These Covenants are approved by the City of Lincoln, Nebraska this 28<sup>th</sup> day of August, 2019.

By:   
Assistant City Attorney

## CONSENT AND ADOPTION

This Consent and Adoption is made this 16th day of September 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lots 4 and 12, Block 5, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

### "LOT OWNER"

SYNERGY HOMES, INC.,  
a Nebraska corporation

By: Maria Semeract

Name: Maria Semeract

Title: President

STATE OF NEBRASKA       )  
                                      )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 16th day of September, 2019, by Maria Semeract, President of Synergy Homes, Inc., on behalf of the corporation.

Paula Wavada  
Notary Public

State of Nebraska - General Notary  
PAULA WAVADA  
My Commission Expires  
November 30, 2022

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## CONSENT AND ADOPTION

This Consent and Adoption is made this 4th day of ~~September~~ 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

C. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lot 7, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

D. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

### "LOT OWNER"

Orson R. Robinson, Jr.  
Orson R. Robinson, Jr.

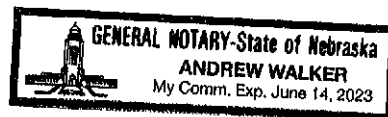
Sue D. Robinson  
Sue D. Robinson

STATE OF NEBRASKA       )  
                                      )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 4 day of SEPTEMBER, 2019, by Orson R. Robinson, Jr. and Sue D. Robinson, each on their own behalf.

Andrew Walker  
Notary Public

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**CONSENT AND ADOPTION**

This Consent and Adoption is made this 25<sup>th</sup> day of October, 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

**RECITALS**

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lot 1, Block 7, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

Lot 8, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

**"LOT OWNER"**

Gateway Custom Homes Inc., a Nebraska corporation

By: [Signature]

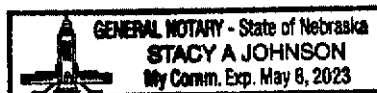
Name: Daniel Derun

Title: Owner

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of October, 2019, by Daniel Derun, as owner of Gateway Custom Homes Inc., a Nebraska corporation.

[Signature: Stacy A. Johnson]  
Notary Public



## CONSENT AND ADOPTION

This Consent and Adoption is made this 7th day of October, 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lot 1, Block 8, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

Lot 3, Block 4, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

Lots 2 & 5, Block 5, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

Lots 2 & 3 & 4 & 5, & 9, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

Lot 2, Block 7, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

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**"LOT OWNER"**

Manion Construction, Inc., a Nebraska corporation

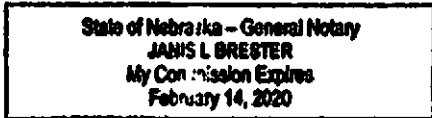
By: 


Name: Shane Manion

Title: President - Owner

STATE OF NEBRASKA       )  
                                      )SS.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on this 7 day of October, 2019, by Shane Manion, as owner of Manion Construction, Inc., a Nebraska corporation.



  
Notary Public

**CONSENT AND ADOPTION**

This Consent and Adoption is made this 10 day of Oct., 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

**RECITALS**

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lots 3, 4 and 5, Block 8, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

**"LOT OWNER"**

Lewis-Starostka, Inc.,  
a Nebraska corporation

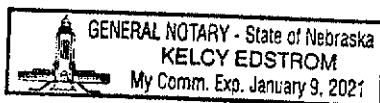
By: \_\_\_\_\_

Name: Mark A. Lewis

Title: Vice President

STATE OF NEBRASKA       )  
  )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 10 day of October, 2019, by Mark A. Lewis, Vice President of Lewis-Starostka, Inc., a Nebraska corporation, on behalf of the corporation.



Kelcy Edstrom  
Notary Public

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## CONSENT AND ADOPTION

This Consent and Adoption is made this 10 day of Oct., 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lots 3, 4 and 5, Block 8, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

### "LOT OWNER"

Lewis-Starostka, Inc.,  
a Nebraska corporation

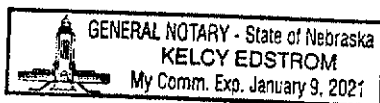
By: \_\_\_\_\_

Name: Mark A. Lewis

Title: Vice President

STATE OF NEBRASKA       )  
  )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 10 day of October, 2019, by Mark A. Lewis, Vice President of Lewis-Starostka, Inc., a Nebraska corporation, on behalf of the corporation.



Kelcy Edstrom  
Notary Public

DOSTCR

### CONSENT AND ADOPTION

This Consent and Adoption is made this 11<sup>th</sup> day of October, 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:
- Lot 11, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.
- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

### "LOT OWNER"

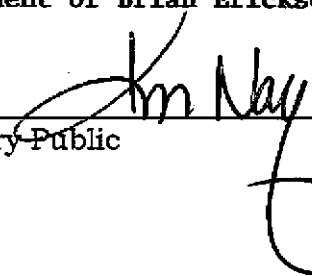
Brian Erickson Construction, Inc.



Brian J. Erickson, President

STATE OF NEBRASKA     )  
  )SS.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of October, 2019, by Brian J. Erickson, President of Brian Erickson Construction, Inc., a Nebraska Corporation.

  
Notary Public

4838-4915-2934, v. 1



## CONSENT AND ADOPTION

This Consent and Adoption is made this 22<sup>nd</sup> day of November 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

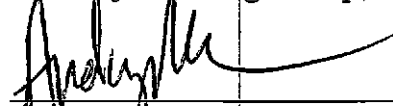
Lot 2 Block 8 Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

### "LOT OWNER"

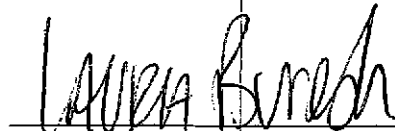
Old City Building Group, LLC



Andrey Rybak, President

STATE OF NEBRASKA       )  
  )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 22nd day of November 2019, by Andrey Rybak President of Old City Building Group, LLC, a Nebraska limited liability company.



Notary Public



## CONSENT AND ADOPTION

This Consent and Adoption is made this 22<sup>nd</sup> day of November 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

### RECITALS

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:


Lot 1 Block 6 Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

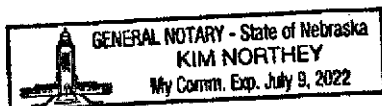
### "LOT OWNER"

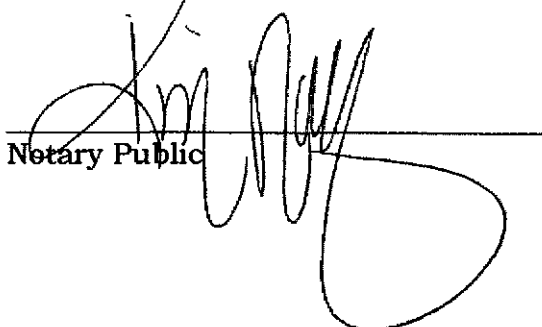
Dunrite Homes, Inc. a Nebraska Corporation

  
Gregory Heller, President

STATE OF NEBRASKA       )  
  )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 22nd day of November 2019, by Gregory Heller President of Dunrite Homes, Inc., a Nebraska corporation



  
Notary Public

**CONSENT AND ADOPTION**

This Consent and Adoption is made this 16 day of December 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

**RECITALS**

- A. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lot 6 , Block 6 , Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- B. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

**Anatoliy & Sons Construction Co., Inc.**  
d/b/a Apple Homes

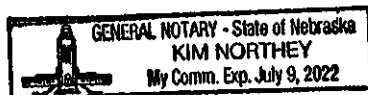
  
\_\_\_\_\_  
Anatoliy Derun President

STATE OF NEBRASKA       )  
                                      )SS.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of December 2019, by Anatoliy Derun, President of Anatoliy & Sons Construction Co., Inc., d/b/a Apple Homes.

  
\_\_\_\_\_  
Notary Public

4838-4915-2934, v. 1



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