

*Weld*

**DECLARATION OF THE AMENDED AND RE-STATED  
DECLARATION OF RESTRICTIVE COVENANTS**

**WILDERNESS HILLS 1<sup>ST</sup> ADDITION**

*Courtesy Filings*

This Declaration of Restrictive Covenants - Wilderness Hills 1<sup>st</sup> Addition ("Restrictive Covenants") is made this 20th day of April, 2009, by Lincoln Federal Bancorp, Inc. ("Owner").

A. Owner is the owner of the following real estate:

Lots 1 through 8, Block 1; Lots 1 through 16, Block 2; Lots 1 through 16, Block 3; Lots 1 through 12, Block 4; Lots 1 and 2, Block 5; Lots 1 and 2, Block 6; Lots 1 through 6, Block 7; Lots 1 through 23, Block 8; Lots 1 through 18, Block 9; Lots 1 through 6, Block 10; and Outlot E, Wilderness Hills 1<sup>st</sup> 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 neighborhood and the common welfare of the property.

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

1. **Use.** No lot within the Properties shall be used for any use other than for residential purposes, which for the purposes of these Restrictive Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No lot within the Properties shall be used for any commercial use, for childcare, daycare, preschool, or similar use, regardless of whether such 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 1<sup>st</sup> Addition. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards with other additions to the Properties.
  - a. **Minimum Finished Square Foot Floor Area.** The minimum finished floor area for any dwelling exclusive of basements, daylight or walkout basements, and lower levels, whether finished or not, garages, carports, porches, patios, decks, or enclosed decks, shall be as follows:
    - i. **Single story ranch style** - 1,650 square feet
    - ii. **Two story** - 2,150 square feet with a minimum of 1,050 on the first floor
    - iii. **One and a half story** - no less than a combined total of 1,850 square feet on the first and second floor with a minimum of 1,250 square feet on the first floor
    - iv. **Split entry or raised ranch** - no less than 1,550 square feet on the main floor
    - v. **Bi-level split entry** - no less than 1,550 square feet on the main floor including the raised living level
    - vi. **Tri-level split entry** - no less than 1,700 square feet total on the main floor including the raised living levels
    - vii. **Townhome** - floor plan area and elevation approval by Owner
    - viii. **Patio home** - floor plan area and elevation approval by Owner
  - b. **Setbacks.** Setbacks of dwellings from the lot lines are established as follows:

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- i. **Interior Lots** - 25 feet from the front lot line and 7.5 feet from the side lot line, except Lots 19-23, Block 8, setback to be 20 feet from the front lot line and 7.5 feet from the side lot line.
- ii. **Corner Lots** - 25 feet from the front lot line and 20 feet from the street side lot line, except those abutting Whispering Wind Blvd. Shall be 25 feet and 7.5 feet from the other side lot line
- iii. **Cul-de-sac Lots** - 20 feet from the front lot line and 5 feet from the side lot line
- iv. **Rear Yard Setback** - Any lot backing into a street shall adhere to the street setback established.

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

c. **Exterior Finish.**

- i. **Approval.** All exterior finish materials and all colors, except for earth tones, shall be approved the Owner. **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.
- ii. **Front Elevation.** The front elevation of any dwelling shall be faced with fifty (50)% brick or natural stone, or as dictated by a unique architectural style upon approval of Owner.
- iii. **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.
- iv. **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. **General Standards For Improvements and Structures Other Than Dwellings.** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling. Written approval for other improvements and structures is required and shall comply with these standards. The Owner shall have the right to enforce these standards.

- a. **Hedges and Fences.** No walls, fences or hedges which will exceed two (2) feet in height may be constructed, placed or planted in that area within the front yard setback required herein or in the case of corner lots within the setback required for the front yard and the side street side yard of the corner lot. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. 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 accordance with (1) the construction of a dog kennel, (2) the installation of a swimming pool, or (3) for enclosure of the rear yard. Fences shall be installed within the property line. Galvanized chain link fences are strictly prohibited unless the fence is either black or green in color. Underground electronic fences are permitted.
- b. **Accessory Structures.** Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. All other accessory improvements such as swing sets and sandboxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.
- c. **Animal Shelters.** Any dog run or kennel shall be located within ten (10) feet of the dwelling structure, adequately screened from view and shall not be located in the front yard or side yard line. Shelters for any other animal, livestock, fowl or poultry are prohibited.
- d. **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 Corporation.

5. **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.

6. **Sidewalks & Street Trees.** Purchasers of a lot or lots shall be responsible for and shall install and pay for public sidewalks parallel to each street which adjoins the lot and street trees in accordance with city requirements. Said sidewalks shall be constructed and street trees planted at the time of the construction of the residence or when required by the City, whichever first occurs. Purchasers of a lot or lots shall indemnify and save the Owner harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which adjoins the lot purchased by the purchasers. Purchasers of lots abutting a pedestrian sidewalk are responsible for maintaining the pedestrian walkway abutting their property.

7. **Drainage.** All grading has been or shall be completed in compliance with the land subdivision ordinance of the Lincoln Municipal Code and has been or shall be inspected and approved by the City of Lincoln. Approved drainage patterns established by grading and soil erosion controls must be maintained permanently. Finish grading by the purchaser of a lot

- shall comply with the approved drainage pattern. If the purchaser of a lot changes the drainage pattern, purchaser shall be liable for all damages to the property or adjacent properties and shall be required to re-establish the approved drainage pattern. Purchaser shall be responsible for any soil erosion runoff and sediment that is tracked into the drainage system.
8. **City Requirements.** All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed by the purchaser as required by the City of Lincoln, Nebraska.
  9. **Temporary Structures.** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any lot within the Properties shall be used as either a temporary or permanent residence.
  10. **Completion of construction.** Any dwelling constructed on any lot within the Properties shall be completed within twelve (12) months after the commencement of construction. If no construction has been commenced upon a lot within one (1) year after conveyance of such lot by Owner, then Owner shall have the automatic right and option to repurchase such lot for the same purchase price paid to Owner. 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.
  11. **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.
  12. **Signs.** No advertising signs, billboards or other advertising devices shall be permitted on any lot within the Properties. However, Owner or Subsequent Owner may erect signs advertising a single lot or home for sale upon any lot.
  13. **Storage.** No side yard or front yard shall be used for storage purposes; except a side yard may be used for storage if adequately screened with an approved material and written approval is received from Owner or its Successor. No motorized vehicle, boat, trailer, or other object may be placed in the front yard other than on the driveway originally provided.
  14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purposes. No animal may be kept on any lot within the Properties that may become an annoyance or nuisance to the neighborhood or unreasonably disturbs the quiet of the occupants of adjoining lots.
  15. **Common Utility Lines.** When any utility line shall be constructed on two or more adjoining lots within the Properties, each titleholder of one of the adjoining lots shall have an easement for the maintenance, repair and replacement of the utility line upon all of the adjoining lots. Any expense of maintenance, repair or replacement of the utility line shall be borne equally by the titleholders of such adjoining lots. The provisions of this paragraph shall not operate to relieve the titleholder from any liability which such titleholder may incur by reason of negligent or willful acts of omission resulting in damage to the utility line.
  16. **Recreational Vehicles.** No campers, trailers, boats or recreational vehicles, as defined by the City Municipal Code, shall be parked or stored upon any lot within the Properties, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period not to exceed fourteen (14) days per 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.
  18. **Homeowners Association.** Wilderness Hills Homeowners Association ("Corporation") has been incorporated in the State of Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties, administering and maintaining the Commons and providing services to its members. Every person or entity who owns a lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each member of the Corporation shall be entitled to all rights and duties of membership and to one vote for each lot or living unit in which the interest requisite for membership is held; provided however, that no more than one vote shall be cast with respect to any such lot or living unit.
  19. **Membership.** The Corporation shall have two classes of membership:
    - Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot.
    - Class B membership shall include only the Owner and any successor in interest and shall be entitled to fifty-one (51)% of the votes until the last lot is sold and membership is terminated by the Owner or any successor in interest.
  20. **Managing Agent.** The Owner or the Corporation may contract for the performance of any of the Corporation's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or the Corporation. The fee charged by Managing Agent shall be a common expense of the members.
  21. **Commons.** The Commons shall include all pedestrian walkways that abut two or more lots, boulevards, entry ways, drainage ways, ponds, open space, parks and any required improvements, and any detention areas as shown on any final plat of all or any portion of the Properties; provided that such final plat has been filed with the County Register of Deeds.
  22. **Conveyance of Commons.** Owner shall convey any Commons to the Corporation, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City, upon approval of the final plat.

23. **Use of Commons.** Each member of the Corporation shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Corporation and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership.
24. **Rights in Commons.** The rights and easements of the members of the Corporation in and upon the commons shall be subject to the following:
- a. The right of the Corporation to borrow money for the purpose of improving the Commons and in aid thereof to mortgage the Commons. In the event of a default upon any such mortgage the lender shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued enjoyment of any recreational facilities within Commons by the Members, and if necessary, to open such facilities to a wider public until the mortgage debt shall be satisfied, whereupon the possession of the Commons shall be returned to the Corporation and all rights of the Members hereunder shall be fully restored, provided however, that any such mortgage shall be approved by affirmative vote of fifty-one (51)% of the Members entitled to vote, present in person or by proxy, at a regular meeting of the Members or at a special meeting of the Members, provided notice of the proposed mortgage be contained in the notice of such special meeting.
  - b. The right of the Corporation to take such steps as are reasonably necessary to protect the Commons against foreclosure.
  - c. The right of the Corporation, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment of such facilities by any member for any period not to exceed thirty (30) days for any infraction of the published rules and regulations governing the use of such facilities.
  - d. The right of the Corporation to charge reasonable admission and other fees for the use of such facilities.
  - e. The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the members, provided however, that any such dedication or transfer shall be approved by the affirmative vote of fifty-one (51)% of the members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members provided notice of the proposed dedication or transfer be contained in the notice of such special meeting.

Each member of the Corporation by the acceptance of a deed by which the interest requisite for membership in the Corporation is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. Such annual and special assessments shall be uniform as to each lot or living unit within the Wilderness Hills 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska. Each such assessment shall be the personal obligation of the member who is, or was, the record owner of the lot or living unit assessed at the time of such assessment, and shall bear interest at the rate of 10% per annum until paid and, when shown of record, shall be a lien upon the lot or living unit assessed.

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

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

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

25. **Maintenance of Landscape Screens.** Each Member of the Corporation who is the titleholder of a lot or living unit on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.
26. **General Maintenance Obligations.** Each Member of the Corporation shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their lot. During construction on any lot, a Member shall be responsible to erect and maintain adequate erosion control measures, including silt fences, straw bales, or other measures to prevent soil runoff upon adjoining lots or streets. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each Member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their lot.
27. **Failure to Maintain.** In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Corporation after seven (7) days notice to the Member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a ten percent (10%) administrative fee shall be the personal obligation of the Member who is or was the owner of the lot failing to perform their maintenance obligations, shall bear interest at the rate of fourteen percent (14%) per annum, and shall be a lien upon the lot assessed.
28. **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.
29. **Additions.** Owner may add additional contiguous or adjacent real estate to the Properties or the Commons, at any time, without the consent of the Members of the Corporation. Additions shall be made by the execution and recordation of

Restrictive Covenants, provided the general standards set forth in paragraphs titled "General Standards for Dwelling Structures" and "General Standards for Improvements and Structures Other Than Dwellings" may be reduced, increased or otherwise modified within any such addition.

30. **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. 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.

31. **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 Owner or 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 Homeowner's Association dissolves, the lot owners shall remain jointly and severally liable for the cost of maintenance of the Commons and private improvements.

32. **Severability.** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated 4-20, 2009

LINCOLN FEDERAL BANCORP, INC.

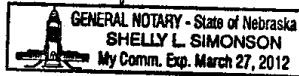
By: Gerald H. Maddox  
Gerald H. Maddox, Chairman

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 April 20, 2009

Notary Public Shelly L Simonson



My Commission expires March 27, 2012

**WILDERNESS HILLS 1<sup>ST</sup> ADDITION**  
*AMENDED AND RESTATED DECLARATION*  
**DECLARATION OF RESTRICTIVE COVENANTS APPROVAL**

*the Amended and Restated Declaration*

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.

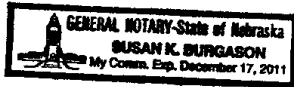
**CITY OF LINCOLN, NEBRASKA**

By: *Ernest R. Peo III*  
Title: *Chief 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 *April 22*, 20*09*



Notary Public *Susan K Burgason*

My Commission expires *December 17*, 20*11*