Inst # 2019020431 Wed Jun 12 10:08:57 CDT 2019
Filing Fee: $178.00 cpodal
Lancaster County, NE Assessor/Register of Deeds Office RESCOV
Pages: 29

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508
6101555 NT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

THIS DECLARATION is made and entered into as of this 11 day of June, 2019, by Matodol, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

ARTICLE I
DEFINITIONS

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

"**Additional Property**" shall mean any real property and improvements lying adjacent to or in close proximity to the Property, which Declarant may from time to time add to the provisions of this Declaration pursuant to Paragraph 2 of Article VI below.

"**Association**" shall mean the Wandering Creek Owners Association, a Nebraska nonprofit corporation, which has been established for the purpose of enforcing and maintaining compliance with this Declaration.

"**City**" shall mean the City of Lincoln, Nebraska, a political subdivision.

"**Commercial Property**" shall mean the real property identified on Exhibit "B", which is attached hereto and incorporated herein by this reference.

"**Common Area**" shall mean all nonbuildable outlots, drainage ways, ponds, open space and all pedestrian walkways that abut two or more Lots, as shown on any final plat of all or any portion of the Property; provided that such final plat has been filed with the Lancaster County Register of Deeds, as well as all landscaped medians and cul-de-sac islands that are located in public streets that serve the Property.

"**Declarant**" shall mean Matodol, LLC, a Nebraska limited liability company, its successors and assigns. Declarant is the owner of the Property and Commercial Property.

"**Front Lot Line**" shall mean that portion of any Lot line which directly abuts a street or private roadway open to the use of the general public.

"**Front Yard**" shall mean the entire portion of a Lot from the Front Lot Line of such Lot to the residence to be constructed upon the Lot.

"**Interior Lot**" or "**Interior Lots**" shall mean all Lots located within the Property that are identified as "Interior Lots" on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"**Lot**" or "**Lots**" shall mean all lots now or hereafter located on the Property which are shown on any final plat of all or any portion of the Property that has been filed with the Lancaster County Register of Deeds, and shall include all the Nature Lots, Interior Lots, Townhome Lots, Multi-family Lots and RT Lots now or hereafter located within the Property.

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

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

"**Multi-family Lot**" or "**Multi-family Lots**" shall mean all Lots located within the Property that are identified as "Multi-family Lots" on Exhibit "A".

"**Nature Lot**" or "**Nature Lots**" shall mean all Lots located within the Property that are identified as "Nature Lots" on Exhibit "A".

"**Property**" shall mean the real property legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference.

"PUD" shall mean the Wandering Creek Planned Unit Development approved by the City of Lincoln, Nebraska as Change of Zone 17030 by Ordinance No. 20628 on February 15, 2017, as the same may be amended.

"**RT Lot**" or "**RT Lots**" shall mean all Lots located within the Property that are identified as "RT Lots" on Exhibit "A".

"**Side or Rear Lot Line**" shall mean that portion of any Lot line which does not directly abut a street or private roadway open to the use of the general public.

"**Single-family Lots**" shall collectively mean the Nature Lots, Interior Lots and Townhome Lots.

"**Townhome Lot**" or "**Townhome Lots**" shall mean all Lots located within the Property that are identified as "Townhome Lots" on Exhibit "A".

ARTICLE II
DECLARATION

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

ARTICLE III
RESTRICTIONS AND COVENANTS FOR THE SINGLE-FAMILY LOTS

The covenants and restrictions contained in this Article III shall only apply to the Single-family Lots. Consequently, any reference to a Lot or Lots under this Article III shall mean a Single-family Lot or Single-family Lots.

1. Use. Each Single-family Lot located within the Property shall be used exclusively for single-family residential purposes.

2. Plan Approval.

(a) Improvements. **Prior to the construction of any single-family residence on any Lot, two sets of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval.** Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design, color and plot plan for the residence to be constructed on such Lot and shall indicate the location of the residence, attached garage and any other structures to be placed or constructed on such Lot. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. Declarant shall have the right to request the Lot Owner provide samples of the Lot Owner's proposed exterior materials. No construction of any single-

family residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by a manager of the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the single-family residences constructed or to be constructed on other Lots located within the Property.

In addition, prior to the construction of any addition to any single-family residence constructed on any Lot, or the change or modification in the exterior of any single-family residence, including a change in exterior color, constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be unreasonably withheld.

(b) Landscaping. Prior to the occupancy of any single-family residence on any Nature Lot or Interior Lot, a landscape plan signed by the Lot Owner shall also be submitted to the Declarant for approval. Any landscape plan must include at a minimum:

(i) a landscape plan for the entire portion of the Front Yard;
(ii) show a minimum planting schedule for two (2) trees in the Front Yard that must be either two inch (2) caliper or greater for deciduous trees or six (6) feet height or greater for evergreen trees;
(iii) the screening required by Paragraphs 8, 9, 10 and 13 below;
(iv) contain a written certification by the Lot Owner that, to wit:
  (A) all of the plantings required pursuant to Paragraph 2(b) of this Article will be installed within nine (9) months of completion of construction of the single-family residence to be constructed on such Lot, and that such Lot will be sodded, as required herein, prior to occupancy of the single-family residence;
  (B) an underground sprinkler system will be installed on such Lot by the Lot Owner prior to any sodding of the Front Yard or the remainder of such Lot, in accordance with Paragraph 6 of this Article; and
  (C) that the landscape plan, the plantings and the underground sprinkler system, if any, required to be installed on the Lot pursuant to this Declaration will be continually maintained (and replaced if necessary) by the Lot Owner, or the Lot Owner's successors or assigns.

No single-family residence constructed upon a Nature Lot or Interior Lot shall be occupied unless and until written approval of the landscape plan has first been obtained

from the Declarant. Written approval or disapproval of such landscape plan shall be given by the Declarant within ten (10) days from and after receipt of such plans by the Declarant. Approval of such landscape plan shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such landscape plan if, in its opinion, such landscape plan does not conform to the general standard and character of landscape plans for other Lots located within the Property.

Declarant shall have the right, in Declarant's sole and absolute discretion, to waive and/or modify the application and interpretation of any term, condition or restriction imposed by this Paragraph 2.

3. Minimum Standards, Special Requirements and Restrictions. The following general standards, special requirements and restrictions shall guide the Declarant in the review of plans for any single-family residence submitted for approval upon a Single-family Lot within the Property. These standards, requirements and restrictions shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of these standards, requirements and restrictions when exercising plan approval authority. The Declarant shall have the right to reduce, increase or otherwise explicitly modify these standards within Additional Property added to the Declaration.

(a) Minimum Floor Area and Dwelling Setbacks. The minimum floor area for any single-family residence constructed upon a Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below, along with the minimum setback requirements from the Front Lot Line and Side or Rear Lot Line for each Lot.

(i) Nature Lots:

Single Story	1,700 square feet
Two-story	2,400 square feet
One and one-half Story	2,000 square feet

25 feet setback from the Front Lot Line
7 feet setback from the Side Lot Line

(ii) Interior Lots:

Single Story	1,500 square feet
Two-story	2,000 square feet
One and one-half Story	1,800 square feet

25 feet setback from the Front Lot Line
5 feet setback from the Side Lot Line

(iii) Townhome Lots:

Single Story	1,100 square feet
Two-story	1,500 square feet
One and one-half Story	1,300 square feet

25 feet setback from the Front Lot Line
5 feet setback from the Side Lot Line; 0 feet if party wall

(b) Exterior Finish Requirements.

(i) Nature Lots: At least fifty percent (50%) of the front elevation of any single-family residence constructed upon a Nature Lot must be faced with brick or natural stone. All exposed foundation walls on the front and any street side elevations shall be constructed of or faced entirely with brick or natural stone. Other exposed foundation walls shall not exceed an average of thirty-six (36) inches and shall be painted or sided to match the exterior color scheme of the dwelling. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. No vinyl siding shall be permitted on the dwelling.

(ii) Interior Lots: The front elevation of any single-family residence constructed upon an Interior Lot shall be faced with at least forty percent (40%) brick or natural stone. All exposed foundation walls on the front and any street side elevations shall be constructed of or faced entirely with brick or natural stone. Other exposed foundation walls shall not exceed an average of thirty-six (36) inches and shall be painted or sided to match the exterior color scheme of the dwelling. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. No vinyl siding shall be permitted on the dwelling.

(iii) Townhome Lots: The front elevation of any single-family residence constructed upon a Townhome Lot shall be faced with twenty percent (20%) brick or natural stone. All exposed foundation walls on the front and any street side elevations shall be constructed of or faced entirely with brick or natural stone. Exposed foundation walls other than the front and street side elevations shall not exceed an average of thirty-six (36) inches and shall be painted or sided to match the exterior color scheme of the dwelling. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant.

(c) Roof Requirements. The roof of each single-family residence constructed upon a Lot shall have a minimum pitch of 4:12 and shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate.

(d) Garage Requirements. All single-family residences constructed upon Nature Lots shall have a minimum three stall attached garage. All single-family residences constructed upon Interior Lots and Townhome Lots shall have a minimum two stall attached garage.

4. Grading. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots and to fix the grade upon which any single-family residence shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any single-family residence on a Lot without written permission from the Declarant, 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. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

5. Construction Time Frame. Construction of any residence to be located upon a Lot shall be completed within eighteen (18) months from the date of commencement of excavation or construction. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

6. Lawn Irrigation and Sodding. Prior to the occupancy of any single-family residence to be constructed upon any Nature Lot, Interior Lot or Townhome Lot an underground lawn irrigation system shall be installed on such Lot and the entire yard of such Lot shall be sodded, weather permitting.

7. Fences. Fencing shall be permitted on all Lots subject to the restrictions set forth herein. Fencing for Nature Lots must be constructed of black wrought iron or similar material. Fencing for Interior Lots and Townhome Lots must be constructed of (i) black wrought iron or similar material or (ii) wood board on board material. Stockade or chain link fences are strictly prohibited. Fencing shall not be constructed on any Lot closer to the street than the rear wall of the residence constructed upon such Lot. All fences must be submitted to the Declarant for review and approval prior to installation.

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

9. Accessory Buildings. No detached accessory buildings, sheds, playhouses, greenhouses, or any structures of any kind (not including swing sets) shall be constructed or placed on any Nature Lot. Any detached accessory building, sheds, playhouses, greenhouses, or any structures of any kind on an Interior Lot or Townhome Lot shall (i) be constructed of compatible and similar materials and design with the dwelling, (ii) not exceed 120 square feet, (iii) not be more than 10 feet in height, (iv) not be located closer than 45 feet from the Front Lot Line, within the side yard setback or within 8 feet from the Rear Lot Line, and (v) be submitted to the Declarant for review and approval prior to installation. All other accessory improvements such as swing sets and sand boxes shall be (i) compatible with the quality of the overall development, (ii) reasonably screened from public view; and (iii) maintained in good order and an attractive condition.

10. Animals and Animal Shelters. No kennel, stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted on any Lot, unless construction plans, specifications and the location of the proposed structure have first been submitted to and approved by the Declarant. Declarant shall require special circumstances for approval and may condition any such approval upon satisfaction of special landscaping, screening or other requirements. Conventional household pets are permitted subject to the condition that the pet(s) is not allowed to unreasonably annoy and/or disturb the normal residential occupancy of the neighborhood or constitute a hazard to public health or safety.

11. Swimming Pools. Underground swimming pools shall be permitted. No above ground swimming pools are allowed on any Single-family Lot. Swimming pools shall be fenced in accordance with Paragraph 7 above.

12. Signage. No advertising signs, billboards, or other advertising devices shall be erected, placed or permitted to remain on any Lot. However, Declarant may erect signs advertising Lots for sale within the Property and a sign advertising a lot as "For Sale" may be erected upon any Lot

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

14. Repair 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; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot.

15. Storage on Lot. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for over twenty-four (24) hours, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any Lot, except properly licensed and registered vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

16. Temporary or Permanent Structures. No partially completed dwelling or temporary building and no trailer, tent, storage shed, outbuilding, shack or garage on any Lot shall be used as a temporary or permanent residence.

17. Street Trees. Declarant shall be responsible for the initial planting of street trees required by the City of Lincoln along each street or private roadway that abuts any Lot or Lots. Such street trees shall be paid for by the Lot Owner at the time the Lot is purchased from Declarant. The Lot Owner shall be responsible for maintenance and replacement of any street tree installed by Declarant.

ARTICLE IV
RESTRICTIONS AND COVENANTS FOR THE MULTI-FAMILY LOTS

The covenants and restrictions contained in this Article IV shall only apply to the Multi-family Lots. Consequently, any reference to a Lot or Lots under this Article IV shall mean a Multi-family Lot or Multi-family Lots.

1. Use. Each Multi-family Lot located within the Property shall be used exclusively for multi-family or senior residential dwellings.

2. Design Guidelines. Declarant has adopted Design Guidelines, which are attached hereto as Exhibit "C" and incorporated herein by this reference, that set forth the general standards for buildings to be constructed upon the Multi-family Lots. These Design Guidelines shall guide the Lot Owners in the construction of buildings upon the Multi-family Lots and Declarant in the review of plans for any building upon a Multi-family Lot. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of the Design Guidelines when exercising plan approval authority.

3. Plan Approval. Multi-family Lot Owners shall have the right to construct new buildings on the Multi-family Lots and to reconstruct or modify existing buildings on Multi-family Lots that comply with the Design Guidelines without Declarant approval; provided, however, a copy of the plans for said building(s) that show the size, exterior material, design,

color and plot plan for the building to be constructed, reconstructed or modified on such Lot and indicate the location of the building and any other structures to be placed or constructed on such Lot, which are certified by the Lot Owner as compliant with the Design Standards, shall be provided to the Declarant. Plans for any new building or reconstruction or modification to an existing building on a Multi-family Lot that does not conform to the Design Guidelines must be signed by the Lot Owner and submitted to the Declarant for review and approval prior to the commencement of said construction, reconstruction or modification. Such building plans shall show the size, exterior material, design, color and plot plan for the building to be constructed, reconstructed or modified on such Lot and shall indicate the location of the building and any other structures to be placed or constructed on such Lot. Declarant shall have the right to request the Lot Owner provide samples of any proposed exterior materials that do not comply with the Design Guidelines. No construction, reconstruction or modification of any building that is not compliant with the Design Guidelines shall be commenced unless and until written approval of the building plans has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by a manager of the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such building does not conform to the general standard and character of the entire development within the Property.

4. Grading. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots. No Lot shall be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

5. Construction Time Frame. Construction of any building to be located upon a Lot shall be completed within two (2) years from the date of commencement of excavation or construction.

6. Street Trees. Lot Owner shall be responsible for the planting, maintenance and replacement of street trees required by the City of Lincoln along each street or private roadway that abuts any Lot or Lots.

ARTICLE V
RESTRICTIONS AND COVENANTS FOR THE RT LOTS

The covenants and restrictions contained in this Article V shall only apply to the RT Lots. Consequently, any reference to a Lot or Lots under this Article V shall mean a RT Lot or RT Lots.

1. Use. Each RT Lot located within the Property shall be used in accordance with the requirements of the PUD for the R-3 PUD Residential Transition Area.

2. Design Guidelines. Declarant has adopted Design Guidelines, which are attached hereto as Exhibit "C" that set forth the general standards for buildings to be constructed upon the RT Lots. These Design Guidelines shall guide the Lot Owners in the construction of buildings upon the RT Lots and Declarant in the review of plans for any building upon a RT Lot. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of the Design Guidelines when exercising plan approval authority.

3. Plan Approval. RT Lot Owners shall have the right to construct new buildings on the RT Lots and to reconstruct or modify existing buildings on RT Lots that comply with the Design Guidelines without Declarant approval; provided, however, a copy of the plans for said building(s) that show the size, exterior material, design, color and plot plan for the building to be constructed, reconstructed or modified on such Lot and indicate the location of the building and any other structures to be placed or constructed on such Lot, which are certified by the Lot Owner as compliant with the Design Standards, shall be provided to the Declarant. Plans for any new building or reconstruction or modification to an existing building on a RT Lot that does not conform to the Design Guidelines must be signed by the Lot Owner and submitted to the Declarant for review and approval prior to the commencement of said construction, reconstruction or modification. Such building plans shall show the size, exterior material, design, color and plot plan for the building to be constructed, reconstructed or modified on such Lot and shall indicate the location of the building and any other structures to be placed or constructed on such Lot. Declarant shall have the right to request the Lot Owner provide samples of any proposed exterior materials that do not comply with the Design Guidelines. No construction, reconstruction or modification of any building that is not compliant with the Design Guidelines shall be commenced unless and until written approval of the building plans has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by a manager of the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such building does not conform to the general standard and character of the entire development within the Property.

4. Grading. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots. No Lot shall be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which

construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

5. Construction Time Frame. Construction of any building to be located upon a Lot shall be completed within two (2) years from the date of commencement of excavation or construction.

6. Lawn Irrigation and Sodding. Prior to the occupancy of any building to be constructed upon any RT Lot, an underground lawn irrigation system shall be installed on such Lot, and the remainder of the Lot shall be seeded or sodded, weather permitting.

7. Fence. Perimeter fence?

8. Animals and 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 RT Lot.

9. Street Trees. Lot Owner shall be responsible for the planting, maintenance and replacement of street trees required by the City of Lincoln along each street or private roadway that abuts any Lot or Lots.

ARTICLE VI
RESTRICTIONS AND COVENANTS APPLICABLE TO ALL LOTS

1. Erosion Control. Lot Owner shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the Lot and prevent tracking of mud onto streets by construction vehicles. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction. Declarant shall have the right to require any Lot Owner to maintain silt fences or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk or into any street or private roadway. If upon notice from Declarant to repair, maintain or take additional measures to control erosion, the Lot Owner of any Lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, Declarant may take such measures as may be necessary to control the erosion and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

Lot Owner acknowledges that by acceptance of a deed to a Lot, Lot Owner automatically assumes responsibility for continuing compliance with the NPDES SWPPP permit requirements relating to the Lot, including, but not limited to, proper maintenance of erosion control structures

in place. **Prior to commencement of any construction activity on the Lot, Lot Owner shall (i) submit an Individual Lot Notice of Intent (NOI) and Storm Water Pollution Prevention Plan for the Lot to the City of Lincoln Building and Safety Department; and (ii) provide Declarant with a copy of said Individual Lot NOI and SWPPP.** Any liability associated with noncompliance with the NPDES SWPPPP permit or Individual Lot NOI and SWPPP relating to the Lot after the date it has been transferred by the Declarant shall be the sole responsibility of Lot Owner and no responsibility shall accrue to Declarant.

No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of Declarant. Declarant will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer, convey and assign to the Association the right to designate an area for stockpiling dirt.

2. City Requirements. All buildings constructed upon any Lot within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.

3. Sidewalks. Each Lot Owner, other than the Declarant, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street or private roadway which abuts the Lot or Lots owned by such Lot Owner. All sidewalks parallel to such street or private roadway which abuts a Lot shall be constructed and paid for by such Lot Owner upon the earlier date of, to wit: (a) the construction of the residence or building constructed upon such Lot, or (b) whenever required by the City of Lincoln, or the Association, whichever is first. Each individual Lot Owner, other than the Declarant, shall indemnify and hold the Declarant harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or private roadway which abuts the Lot owned by such Lot Owner.

4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials. No vegetation on vacant Lots, excluding vacant Lots owned by Declarant, shall be allowed to reach a height in excess of eighteen (18) inches. In the event vegetation on a vacant Lot not owned by the Declarant is allowed to reach a height in excess of eighteen (18) inches, the Association shall have the right to enter upon and mow the Lot, and to assess the mowing charges against the Lot. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

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

6. Construction Vehicle and Dumpster. Declarant may designate and enforce locations through and over which all construction vehicles shall enter and exit the Property during development. During construction of any building on a Lot, a dumpster shall be placed on the Lot and no material may be staged or stored in any street, road or on another Lot. Such dumpster shall be covered and must be emptied when full. Lot Owner shall cause all building material, wrappers, and other waste to be placed in the dumpster, and shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard which is on the Lot or has been distributed upon neighboring properties.

7. Lot Owner Maintenance. Each Lot Owner covenants to at all times maintain the building(s), improvements, internal sidewalks, landscaping, parking lot and driveways located on their Lot in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Lot Owner shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from the Lot. In the event a Lot Owner fails to appropriately maintain any building, improvements, internal sidewalk, landscaping, parking lot or driveway located on their Lot, the Declarant may, upon ten (10) days' written notice to the Lot Owner have the right to enter upon any Lot, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a ten percent (10%) administrative fee, shall be paid by the Lot Owner within ten (10) days of billing. Upon failure of the Lot Owner to remit payment, the cost of maintenance and administrative fees shall be specifically assessed against the Lot upon which the building is located, shall bear interest at the rate provided for unpaid assessments and, when shown of record, shall be a lien upon the Lot.

ARTICLE VII
HOMEOWNERS ASSOCIATION

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

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

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

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

2. Membership and Voting. Every Lot Owner, whether one or more persons or entities, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership. The Association shall have four classes of membership: Class A membership shall include all Members of the Association who are Single-family Lot Owners, except the Declarant. Class B Members shall include all Members of the Association who are Multi-family Lot Owners, except the Declarant. Class C Members shall include all Members of the Association who are RT Lot Owners, except the Declarant. Class D Members shall include the Declarant.

All Class A Members, Class B Members, and Class C Members shall be entitled to one (1) vote for each Assessment Unit allocated to said Lot Owner's Lot as set forth in Paragraph 12 below on each matter coming before the Association. Declarant shall be entitled to one hundred (100) votes for each Assessment Unit allocated to each Lot owned by Declarant on each matter coming before the Members of the Association.

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

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

(b) The covenants and restrictions contained in Permanent Easements granted to the Lower Platte South Natural Resources District which are filed of record with the Lancaster County Register of Deeds as Instrument Nos. 2014000416 and 2014000417, as the same may be amended.

(c) The right of the Association to promulgate rules and regulations for the reasonable use and enjoyment of the Common Area and the right of the Association, as provided in its Articles and Bylaws to suspend a Member's use of the Common Area for

any period during which any assessment remains unpaid, or for any period not to exceed thirty (30) days for any other infraction of any published rules and regulations governing the use and maintenance of the Common Area.

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

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

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

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

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

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

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

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

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

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

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

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

(j) The enactment and enforcement of rules and regulations consistent with this Declaration.

5. Association Activities Regarding the Common Area. The Association covenants and each Lot Owner of a Lot, by acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant and agree to pay to administer, insure, maintain, repair, replace, add, improve and to the extent applicable, own the Common Area. The covenant to pay shall be satisfied by the payment of dues and assessments for such administration, insurance, maintenance, repairs, replacement, addition, improvement, and to the extent applicable, ownership of the Common Area as set forth below. The Association covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to assume the obligations of the Declarant to comply with the requirements of any final plat of the Property regarding continuous and permanent maintenance of the Common Area. In the event the Association dissolves, the Lot Owners of the Lots shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing, replacing, adding and improving the Common Area.

6. Refuse Service. The Association may select a single provider to provide refuse collection services for the entire Property. The cost of the refuse services for each Lot shall be paid by the Lot Owner directly to the service provider and shall not be collected by or paid to the Association.

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

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

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

10. Purpose of Dues. Dues and assessments may be levied by the Board of Directors of the Association. The dues and assessments levied and collected by the Association shall be committed and expended to accomplish the purposes and to perform the powers and responsibilities of the Association described in this Article.

11. Assessments for Capital Improvements. In addition to the annual dues, the Board of Directors may levy an assessment or assessments for capital improvements; provided that, such assessment may be rejected at any time within thirty (30) days of the notice of the levy by the vote of Members comprising not less than fifty-one percent (51%) of the total votes of Lots covered by this Declaration, at a regular meeting of the Members or at a special meeting of the Members, if notice of the assessment for capital improvements is contained in the notice of the special meeting.

12. Allocation of Assessment Units. Each Single-family Lot shall be allocated one (1) Assessment Unit per Lot. Each Apartment Lot shall be allocated five (5) Assessment Units for each acre of property included within the Apartment Lot. Each RT Lot shall be allocated five (5) Assessment Units for each acre of property included within the RT Lot.

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

14. Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less. The Association may

bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Lot Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of a Lot Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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

16. Dissolution of Association; Lot Owner Responsibilities. Each Lot Owner by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant that, in the event the Association dissolves, such Lot Owner shall remain jointly and severally liable along with all other Lot Owners within the Property for the cost of administering and maintaining the Common Area in the same manner as required of the Association under Paragraph 5 above. In the event such Lot Owners fail or refuse to perform any required maintenance and upkeep of the Common Area, the City of Lincoln after seven (7) days' notice to such Lot Owners, may perform the required maintenance and assess each Lot and Lot Owner for the cost of the performance of such maintenance on an equal per lot basis. Each assessment of the City's actual costs of performing the maintenance shall be the personal obligation of each Lot Owner who is the owner of the Lot at the time of assessment and shall be a lien upon the Lot assessed. To evidence such lien for unpaid assessments, the City shall prepare a written notice setting forth the amount, the name of the Lot Owner, and a legal description of the Lot. Such notice shall be signed on behalf of the City by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each Lot Owner shall pay the Lot Owner's pro-rata share of the City's actual cost of maintaining the Common Area within thirty days following receipt of an assessment therefor. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars ($20) whichever is greater.

ARTICLE VIII
GENERAL PROVISIONS

1. Acknowledgment of Commercial Property. By acceptance of a deed to a Lot, each Lot Owner acknowledges that the Commercial Property is shown in the Lincoln City/Lancaster County Comprehensive Plan ("Comprehensive Plan") for commercial use and designated for a Neighborhood Center. The Lot Owners agree not to oppose any change of zone, use permit, or special permit that would permit commercial uses in conformance with the Comprehensive Plan.

2. Additional Property. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time, to add Additional Property to the provisions of this Declaration without the consent of the Members of the Association. Additional Property may be added to this Declaration by an instrument executed by Declarant and filed with the Lancaster County Register of Deeds, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Member of the Association) and shall (i) refer to this Declaration, stating the date and filing information, (ii) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof; (iii) contain an exact legal description of such Additional Property, and (iv) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property.

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

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

5. Assignment. Matodol, LLC shall have the power to assign any or all of its rights and duties as Declarant in this Declaration to a successor or assign, or to the Association at such time as the Declarant deems appropriate, by filing a Notice of Assignment of Declarant Rights and Duties that delineates which rights and duties are being assigned. Matodol, LLC, or its successor or assign, may also terminate its status as Declarant under this Declaration in its

entirety, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant with respect to those remaining rights and duties the Declarant has not previously assigned to another entity, association or individual under a Notice of Assignment of Declarant Rights and Duties, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant with respect to those remaining rights and duties.

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

7. Termination of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land and the Lot Owners, their successors, assigns, heirs and devisees, for a term of thirty (30) years from the date of this Declaration, after which time said Declaration shall be automatically extended for successive ten (10) year periods unless an instrument terminating this Declaration signed by the then Lot Owners of Lots comprising not less than seventy-five percent (75%) of the total votes of Lots covered by this Declaration has been recorded prior to the commencement of any ten year period.

8. City Approval. Notwithstanding the foregoing provisions, any instrument amending, modifying, abrogating, or terminating this Declaration pertaining to the structure, existence or financing of the Association maintenance of the Common Area, enforcement of this Declaration by the City of Lincoln and City of Lincoln approval of amendments to this Declaration must be approved by the City of Lincoln City Attorney's office in writing and recorded with the Register of Deeds before it shall be effective.

9. Future Street Connections. Declarant hereby discloses that public streets within the Wandering Creek subdivision may in the future be connected to adjacent developments in conformance with the requirements of the City.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11 day of June, 2019.

APPROVED AS TO FORM FOR THE LIMITED PURPOSE OF TRANSFERRING MAINTENANCE OF THE COMMON AREA TO THE ASSOCIATION:

Assistant City Attorney

Date: June 10, 2019

MATODOL, LLC, a Nebraska limited liability company

By: Olsson ~~Associates~~, Inc., a Nebraska corporation, as Manager

By: _____
Title: CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of June, 2019, by Jeffrey S. Jenkins as CFO of Olsson ~~Associates~~, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
CYNTHIA K. JURGENS
My Comm. Exp. January 24, 2023

Notary Public

EXHIBIT "A"
THE PROPERTY

NATURE LOTS:
Lots 1-10, Block 1, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:
Lots 1-11, Block 2, and Lots 1-9, Block 3, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

TOWNHOME LOTS:
None in Wandering Creek 1st Addition

MULTI-FAMILY LOTS:
None in Wandering Creek 1st Addition

RT LOTS:
Outlot D, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:
Outlots A and C, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

WACR1

EXHIBIT "B"
COMMERCIAL PROPERTY

Lot 64, Irregular Tract located in the Southeast Quarter of Section 35, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

EXHIBIT "C"

DESIGN GUIDELINES
FOR
MULTI-FAMILY LOTS

To be defined by Declarant when Additional Property containing Multi-family Lots is added.

DESIGN GUIDELINES
FOR
RT LOTS

The primary materials of facades for buildings located on the RT Lots shall consist of brick or stone masonry and limited optional amounts of split-face concrete masonry, architectural pre-cast and synthetic stucco. Window frames, storefront systems and exterior doors shall be a color that is compatible with the overall exterior color palette. Roofs shall be sloped and shall be of a high quality upscale nonreflective roof material. The amount of exterior materials shall be a percentage of the total facade area as indicated below.

1. **ROOFS**
   Roofs shall be sloped with a minimum slope of 5:12. The roofs shall be a nonreflective roof material which is or simulates asphalt or wood shingles, tile or rock, in a color that is compatible with the brick or stone masonry.

   Metal flashing, gutters, and downspouts shall be pre-finished and shall be of a color that is compatible to the overall exterior color palette.

2. **BRICK OR STONE MASONRY** (minimum 60% of facade area)
   Brick or stone (including cultured stone approved by the Declarant) shall be the primary exterior wall material. The material colors shall be in the buff/earth tone color range or shades thereof with accent colors approved by the Declarant.

3. **REMAINING FACADE NOT BRICK OR STONE** (maximum 40% of façade area)

   a. **CONCRETE MASONRY**
      Integrally colored split-face concrete masonry units may be used as an architectural base to the building facades and to accent architectural features of a façade. The integrally colored split-face concrete masonry units shall be in the buff/earth tone color range or shades thereof.

   b. **ARCHITECTURAL PRE-CAST**
      Architectural pre-cast may be used to provide a decorative accent detail for head, sill, or other detail conditions. Architectural pre-cast shall be of a color range that is compatible with the brick or stone masonry.

   c. **SYNTHETIC STUCCO** (optional maximum 10% of facade area)
      Synthetic stucco systems may be used in limited quantities. Synthetic stucco shall not be the main exterior material and shall only be used as an accent. Synthetic stucco colors may be used alone or in combinations. Synthetic stucco shall be of a color range that is compatible with the brick or stone masonry.

d. **CAST-IN-PLACE CONCRETE**
Exposed cast-in-place concrete may not be used. Cast-in-place concrete with a brick masonry veneer conforming to the design standards may be used.

e. **PRE-CAST CONCRETE**
Exposed structural pre-cast concrete shall not be used. Pre-cast structural concrete with a brick masonry veneer conforming to the design standards may be used

4. **TRASH ENCLOSURES**
All trash dumpsters will be screened on three sides with a masonry screen wall. The masonry screen wall will conform to the design standards for brick masonry and architectural pre-cast. Additional landscape screening at trash enclosures is highly encouraged.

5. **MECHANICAL UNITS/CONDENSING UNITS**
No air conditioning units shall be located on the roof. All mechanical units and/or condensing units shall be visually screened from public view.

6. **SIGNAGE**
All signage shall conform to local applicable codes as adopted by the City of Lincoln. Signs painted directly on the surface of the building will not be permitted. Color for the signage shall be compatible with the exterior material color palette. All sign packages shall be reviewed and approved by the Declarant.

7. **LANDSCAPING**
Minimum landscaping requirements to be determined by Declarant.

DESIGN STANDARDS FOR EXTERIOR LIGHTING
FOR ALL PARKING LOTS
AND BUILDING EXTERIORS

All site lighting installed for illumination of parking lots within the Property, shall be designed according to the following standards.

(A) All luminaires shall be of Metal Halide type and include High Power Factor Ballasts. High-pressure sodium lamps are prohibited.

(B) All parking surfaces, walkways and drive spaces shall be illuminated per the City of Lincoln parking lot lighting design criteria. Setback and landscaped areas, which do not contain walkways or parking, are not bound by these requirements.

(C) Site lighting poles for main parking lot areas shall not exceed 32'-0 in height measured from the ground surface. Calculation of the pole height shall include the base if a base is used.

(D) Round tapered steel anchor base poles shall be used in all locations. Exceptions for walkways and common gathering places may be granted if deemed appropriate for the development by the Declarant. The appearance shall be black polyester powder paint.

(E) Each pole shall be installed upon a round concrete base with 2'-0 height above grade and 24" diameter. Provide full base covers by same manufacturer as pole.

(F) LSI Challenger II Medium luminaire with flat lens shall be used in all locations. Exceptions for walkways and common gathering places may be granted if deemed appropriate for the development by the Declarant. The finish of the luminaires shall be black. Site lighting luminaires for the parking lots shall be catalog no. CH2HM-*-400-MHR-F-*-BLK-RPP2. Distribution type shall be as needed to meet design criteria. Voltage shall be what is available.

(G) No more than two luminaires may be mounted (at any height) on one pole.

All exterior building lighting within the Property, shall be designed according to the following standards.

(A) All building mounted luminaires shall be of Metal Halide type and include High Power Factor Ballasts. High-pressure sodium lamps are prohibited.

(B) All building mounted luminaires shall have a full cutoff classification or be shielded in front to distribute light onto surfaces without glare to motorists or pedestrians.

(C) LSI Challenger Small Wall Sconce with flat clear tempered glass shall be used in all locations. The finish of the luminaires shall be black. Exterior luminaires for building lighting shall be catalog no. CHWS-*-*MH-F-*-BLK. Wattage of lamp, not to exceed 175 watt, and distribution type shall be as needed to meet design criteria. Voltage shall be what is available.

Inst # 2019050713 Fri Dec 13 10:08:57 CST 2019
Filing Fee: $28.00 cporac
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

16011629 NT

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WACR
WACR2

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lot 1, Block 1; Lot 1, Block 2; and Lot 1, Block 3; and Outlots A, B and C; Wandering Creek Addition; and Lot 1, Block 1; Lots 1-12, Block 2; Lots 1-8, Block 3; Lots 1-11, Block 4; Lots 1-11, Block 5; Lots 1 and 2, Block 6, and Outlots C, D, E, F, H and I; Wandering Creek 2nd Addition; all located in Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Nature Lots", "Interior Lots", Multi-Family Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431 ("Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The terms "Nature Lots", "Interior Lots", "Multi-Family Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. Notwithstanding Paragraphs 2 and 3 of Article IV of the Declaration, until Design Guidelines for Multi-Family Lots are added to the Declaration, all plans to construct, reconstruct or modify buildings on the Multi-family Lots showing the size, exterior material, design, color

and plot plan for the building must be submitted to the Declarant for review and approval prior to the commencement of said construction, reconstruction or modification, and said approval shall not be unreasonably withheld, conditioned or delayed by Declarant if the building design is consistent with comparable Class A multi-family housing projects in the City of Lincoln, Nebraska.

3. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 11th day of December, 2019.

MATODOL, LLC, a Nebraska limited liability company

By: Olsson Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of December, 2019, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
SARAH A. WATTS
My Comm. Exp. August 12, 2022

_____
Notary Public

WACR1
WACR2

EXHIBIT "A"
THE PROPERTY

NATURE LOTS:

Lots 1-10, Block 1, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Lots 1-8, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-11, Block 2, and Lots 1-9, Block 3, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Lot 1, Block 1; Lots 1-12, Block 2; Lots 1-11, Block 4; Lots 1-11, Block 5; Lots 1 and 2, Block 6; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

TOWNHOME LOTS:

None

MULTI-FAMILY LOTS:

Lot 1, Block 1; Lot 1, Block 2, and Lot 1, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

RT LOTS:

Outlot D, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots A, B and C, Wandering Creek Addition, Lincoln, Lancaster County, Nebraska
Outlots A and C, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska
Outlots C, D, E, F, H and I; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

EXHIBIT "C"

DESIGN GUIDELINES
FOR
MULTI-FAMILY LOTS

To be defined by Declarant at a later date.

Inst # 2020028324 Fri Jun 19 13:15:58 CDT 2020
Filing Fee: $28.00 cporac
Lancaster County, NE Assessor/Register of Deeds Office RESCOV
Pages: 4

WACR3 WACR2

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1 through 12, Block 1; Lot 1, Block 2; and Outlots B and C; Wandering Creek 3rd Addition; all located in Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Element Homes LLC, is the owner of Lots 1 and 2, Block 6, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Townhome Lots", "RT Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The terms "Townhome Lots", "RT Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. Lots 1 and 2, Block 6, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska, are hereby reclassified from "Interior Lots" to "Townhome Lots" and identified as such on Exhibit "A".

3. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 19th day of June, 2020.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of June, 2020, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
SARAH A. WATTS
My Comm. Exp. August 12, 2022

_____
Notary Public

OWNER OF LOTS 1 AND 2, BLOCK 6, WANDERING CREEK 2ND ADDITION

ELEMENT HOMES LLC, a Nebraska limited liability company

By: _____
Roger Bumgarner, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of June, 2020 by Roger Bumgarner, as Managing Member of Element Homes LLC, a Nebraska limited liability company, on behalf of the limited liability company.

GENERAL NOTARY - State of Nebraska
SARAH A. WATTS
My Comm. Exp. August 12, 2022

_____
Notary Public

EXHIBIT "A"
THE PROPERTY

NATURE LOTS:

Lots 1-10, Block 1, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

WACR1
WACR2

Lots 1-8, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-11, Block 2, and Lots 1-9, Block 3, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Lot 1, Block 1; Lots 1-12, Block 2; Lots 1-11, Block 4; and Lots 1-11, Block 5; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

TOWNHOME LOTS:

Lots 1 and 2, Block 6, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

Lots 1 through 12, Block 1, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

WACR3

MULTI-FAMILY LOTS:

Lot 1, Block 1; Lot 1, Block 2, and Lot 1, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

RT LOTS:

Lot 1, Block 2, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots A and C, Wandering Creek Addition, Lincoln, Lancaster County, Nebraska
Outlot A, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska
Outlots C, D, and E, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska
Outlots B and C, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

Inst # 2020060877 Thu Nov 12 16:10:38 CST 2020
Filing Fee: $22.00
Lancaster County, NE Assessor/Register of Deeds cpockg Office AMDCOV
Pages 3



After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

The undersigned, constituting the "Declarant" under the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324 (collectively the "Declaration"), does hereby, pursuant to Declarant's authority provided in Article VIII, Paragraph 4 of the Declaration, amends the Declaration as follows:

A. Article III, Paragraph 7 Fences is hereby amended and restated as follows:

7. Fences. Fencing shall be permitted on all Lots subject to the restrictions set forth herein. Fencing for all Nature Lots and the Townhome Lots in Wandering Creek 2nd and 3rd Additions must be constructed of black wrought iron or similar material. Fencing for Interior Lots and all other Townhome Lots must be constructed of (i) black wrought iron or similar material or (ii) wood board on board material. Stockade or chain link fences are strictly prohibited. Fencing shall not be constructed on any Lot closer to the street than the rear wall of the residence constructed upon such Lot. All fences must be submitted to the Declarant for review and approval prior to installation.

B. All other terms and conditions of the Declaration, except as amended herein, remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Capitalized terms used herein and not defined herein have the same meaning as in the Declaration.

C. This Amendment shall be filed of record with the Lancaster County Register of Deeds against the "Property" which is legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

Executed this 10th day of November, 2020.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY - State of Nebraska
MARK C. PALMER
My Comm. Exp. January 5, 2024

The foregoing instrument was acknowledged before me this 10th day of November, 2020, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

_____
Notary Public

EXHIBIT "A"
THE PROPERTY

NATURE LOTS:

Lots 1-10, Block 1, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Lots 1-8, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-11, Block 2, and Lots 1-9, Block 3, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Lot 1, Block 1; Lots 1-12, Block 2; Lots 1-11, Block 4; and Lots 1-11, Block 5; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

TOWNHOME LOTS:

Lots 1 and 2, Block 6, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

Lots 1 through 12, Block 1, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

MULTI-FAMILY LOTS:

Lot 1, Block 1; Lot 1, Block 2, and Lot 1, Block 3; Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska

RT LOTS:

Lot 1, Block 2, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots A and C, Wandering Creek Addition, Lincoln, Lancaster County, Nebraska
Outlot A, Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska
Outlots C, D, and E, Wandering Creek 2nd Addition, Lincoln, Lancaster County, Nebraska
Outlots B and C, Wandering Creek 3rd Addition, Lincoln, Lancaster County, Nebraska

Inst # 2021020115 Thu Apr 01 15:27:33 CDT 2021
Filing Fee: $22.00
Lancaster County, NE Assessor/Register of Deeds cpockg Office AMDCOV
Pages 3



After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1-8, Block 1; Lots 3-10, Block 2; Lots 1-7, Block 3; Lots 1-12, Block 4; Lots 1-10, Block 5; Lots 1-6, Block 6; and Lots 1-6, Block 7; and Outlots A, B and C; all located in Wandering Creek 4th Addition, Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Nature Lots", "Interior Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, and the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

MT

1. The terms "Nature Lots" and "Interior Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. The Nature Lots in Wandering Creek 4th Addition shall have a minimum dwelling setback of 5 feet from the Side Lot Line.

3. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 31st day of March, 2021.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 31st day of March, 2021, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
JULIE A. LAURITZEN
My Comm. Exp. June 25, 2024

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

NATURE LOTS:

Lots 1-8, Block 1; and Lots 3-10, Block 2; Wandering Creek 4th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-7, Block 3; Lots 1-12, Block 4; Lots 1-10, Block 5; Lots 1-6, Block 6; and Lots 1-6, Block 7; all located in Wandering Creek 4th Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots A, B and C, Wandering Creek 4th Addition, Lincoln, Lancaster County, Nebraska

Inst # 2021041636 Fri Jul 09 15:29:44 CDT 2021
Filing Fee: $28.00 cpowlr
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

WACR5

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1-3, Block 1; Lots 1-5, Block 2; and Lots 1-3, Block 3; all located in Wandering Creek 5th Addition, Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Nature Lots", and "Interior Lots" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, and the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The terms "Nature Lots" and "Interior Lots" shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to all of the covenants, conditions, restrictions and easements contained in the Declaration.

2. Declarant hereby increases the minimum standards contained in Article III, Paragraph 3 of the Declaration for Lots 1-5, Block 2, Wandering Creek 5th Addition, Lincoln, Lancaster County, Nebraska (each a "Calamus River Circle Nature Lot", and collectively the "Calamus River Circle Nature Lots"), as follows:

(a) Minimum Floor Area and Dwelling Setbacks. The minimum floor area for any single-family residence constructed upon a Calamus River Circle Nature Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below, along with the minimum setback requirements from the Front Lot Line and Side or Rear Lot Line for each Lot.

Single Story	1,900 square feet
Two-story	2,800 square feet
One and one-half Story	1,700 square feet main level/ 900 square feet second level

25 feet setback from the Front Lot Line
7 feet setback from the Side Lot Line

(b) Exterior Finish Requirements. At least sixty percent (60%) of the front elevation of any single-family residence constructed upon a Calamus River Circle Nature Lot must be faced with brick or natural stone. All exposed foundation walls on the front and any street side elevations shall be constructed of or faced entirely with brick or natural stone. Any other exposed foundation walls over twelve (12) inches shall be faced with brick or natural stone. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. No vinyl siding shall be permitted on the dwelling.

(c) Roof Requirements. The roof of each single-family residence constructed upon a Calamus River Circle Nature Lot shall have a minimum pitch of 4:12 and shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate.

(d) Garage Requirements. All single-family residences constructed upon Calamus River Circle Nature Lots shall have a minimum three stall attached garage, and at least two stalls of the garage must be sideloaded.

3. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 2nd day of July, 2021.

"**DECLARANT**"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of July, 2021, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

_____
Notary Public

GENERAL NOTARY - State of Nebraska
JENNIFER STRAND
My Comm. Exp. October 21, 2024

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

NATURE LOTS:

Lots 1-3, Block 1; and Lots 1-5, Block 2; Wandering Creek 5th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-3, Block 3; Wandering Creek 5th Addition, Lincoln, Lancaster County, Nebraska

WACR5

Inst # 2022019441 Tue May 03 14:24:13 CDT 2022
Filing Fee: $22.00 cpowlr
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 3

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1 through 3, Block 1; Lots 1-15, Block 3; Outlots A, B, D and G; all located in Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Townhome", "Interior Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, and the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 2021041636 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained

in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term "Townhome Lots", "Interior Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 2 day of May, 2022.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2 day of May, 2022, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI GLABE
My Comm. Exp. June 26, 2023

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

TOWNHOME LOTS:

Lots 1-15, Block 1, Outlot A, Outlot B, and Outlot G; Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-3, Block 1, Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlot D, Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska

WACR6

Inst # 2022019518 Wed May 04 08:28:15 CDT 2022
Filing Fee: $28.00 cpowlr
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1 through 10, Block 1; Lot 1, Block 2; Lots 1 through 6, Block 3; Lots 1 through 10, Block 4; and Outlots A and B; all located in Wandering Creek 7th Addition, Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Townhome", "Interior Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 2021041636, and the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment

adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term "Townhome Lots", "Nature Lots", "Interior Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. Declarant hereby increases the minimum standards contained in Article III, Paragraph 3 of the Declaration for Lots 9 and 10, Block 4, Wandering Creek 7th Addition, Lincoln, Lancaster County, Nebraska (each a "Calamus River Circle Nature Lot", and collectively the "Calamus River Circle Nature Lots"), as follows:

(a) Minimum Floor Area and Dwelling Setbacks. The minimum floor area for any single-family residence constructed upon a Calamus River Circle Nature Lot, exclusive of basements, garages, porches, patios, decks or enclosed decks, are set forth below, along with the minimum setback requirements from the Front Lot Line and Side or Rear Lot Line for each Lot.

Single Story	1,900 square feet
Two-story	2,800 square feet
One and one-half Story	1,700 square feet main level/ 900 square feet second level

25 feet setback from the Front Lot Line
7 feet setback from the Side Lot Line

(b) Exterior Finish Requirements. At least sixty percent (60%) of the front elevation of any single-family residence constructed upon a Calamus River Circle Nature Lot must be faced with brick or natural stone. All exposed foundation walls on the front and any street side elevations shall be constructed of or faced entirely with brick or natural stone. Any other exposed foundation walls over twelve (12) inches shall be faced with brick or natural stone. All driveways must be constructed of concrete, brick, paving stone or laid stone. All foundations shall be constructed of concrete or other material approved in writing by Declarant. No vinyl siding shall be permitted on the dwelling.

(c) Roof Requirements. The roof of each single-family residence constructed upon a Calamus River Circle Nature Lot shall have a minimum pitch of 4:12 and shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent (subject to Declarant approval), shakes, wood shingles, tile or slate.

(d) Garage Requirements. All single-family residences constructed upon Calamus River Circle Nature Lots shall have a minimum three stall attached garage, and at least two stalls of the garage must be sideloaded.

3. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 2 day of May, 2022.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2 day of May, 2022, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI GLABE
My Comm. Exp. June 26, 2023

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

TOWNHOME LOTS:

Lots 1-9, Block 1, and Lots 1-6, Block 3; Wandering Creek 7th Addition, Lincoln, Lancaster County, Nebraska

NATURE LOTS:

Lots 1-10, Block 4, Wandering Creek 7th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lot 10, Block 1, and Lot 1, Block 2, Wandering Creek 7th Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots A and B, Wandering Creek 7th Addition, Lincoln, Lancaster County

WACR7

Inst # 2022028793 Wed Jul 06 11:54:44 CDT 2022
Filing Fee: $52.00 cpotkj
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 8

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (Garden Center Property)

WACR6

WIIEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lot 1, Block 2; Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska ("Garden Center Lot"); and

WHEREAS, Declarant desires to amend the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 2021041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441, and the Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518 (collectively the "Declaration"), to create a new definition for "Garden Center Lot" and add the Garden Center Lot to the Property defined in the Declaration, making the Garden

Center Lot subject to the covenants, conditions, restrictions and easements contained in the Declaration, as amended hereby; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

A. ARTICLE I DEFINITIONS is hereby amended to add the following term:

"**Garden Center Lot**" shall mean Lot 1, Block 2; Wandering Creek 6th Addition, Lincoln, Lancaster County, Nebraska.

B. The following new ARTICLE V.5 is hereby added to the Declaration:

ARTICLE V.5
RESTRICTIONS AND COVENANTS
FOR THE GARDEN CENTER LOT

The covenants and restrictions contained in this Article V.5 shall only apply to the Garden Center Lot. Consequently, any reference to a Lot or Lots under this Article V.5 shall mean the Garden Center Lot.

1. Use. The Garden Center Lot located within the Property shall be used exclusively as a garden center.

2. Design Guidelines. Declarant has adopted Design Guidelines, which are attached hereto as Exhibit "C" and incorporated herein by this reference, that set forth the general standards for buildings to be constructed upon the Garden Center Lot. These Design Guidelines shall guide the Lot Owners in the construction of buildings upon the Garden Center Lot and Declarant in the review of plans for any building upon the Garden Center Lot. The Declarant shall have the right, in the Declarant's sole and absolute discretion, to modify the application and interpretation of the Design Guidelines when exercising plan approval authority.

3. Plan Approval. Garden Center Lot Owners shall have the right to construct new buildings on the Garden Center Lot and to reconstruct or modify existing buildings on the Garden Center Lot that comply with the Design Guidelines without Declarant approval; provided, however, a copy of the plans for said building(s) that show the size, exterior material, design, color and plot plan for the building to be constructed, reconstructed or modified on such Lot and

indicate the location of the building and any other structures to be placed or constructed on such Lot, which are certified by the Lot Owner as compliant with the Design Standards, shall be provided to the Declarant. Plans for any new building or reconstruction or modification to an existing building on the Garden Center Lot that does not conform to the Design Guidelines must be signed by the Lot Owner and submitted to the Declarant for review and approval prior to the commencement of said construction, reconstruction or modification. Such building plans shall show the size, exterior material, design, color and plot plan for the building to be constructed, reconstructed or modified on such Lot and shall indicate the location of the building and any other structures to be placed or constructed on such Lot. Declarant shall have the right to request the Lot Owner provide samples of any proposed exterior materials that do not comply with the Design Guidelines. No construction, reconstruction or modification of any building that is not compliant with the Design Guidelines shall be commenced unless and until written approval of the building plans has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by a manager of the Declarant within ten (10) days from and after receipt thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided, however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such building plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such building does not conform to the general standard and character of the entire development within the Property.

4. Grading. Declarant shall have the sole and exclusive right to establish grades, slopes and/or contours on all Lots. No Lot shall be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. If any damage is caused to an abutting Lot during construction, the Lot Owner of the Lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting Lot to its original condition. If upon notice from Declarant to repair an abutting Lot, the Lot Owner of the Lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, Declarant may take such measures as may be necessary to repair the damage done to the abutting Lot and charge the cost of the measures to the Lot Owner. Such charges, when shown of record, shall be a lien upon the Lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

5. Construction Time Frame. Construction of any building to be located upon a Lot shall be completed within two (2) years from the date of commencement of excavation or construction.

6. Street Trees. Lot Owner shall be responsible for the planting, maintenance and replacement of street trees required by the City of Lincoln along each street or private roadway that abuts any Lot or Lots.

C. Exhibit "C" attached to the Declaration is hereby amended to include the Design Guidelines for Garden Center Lot which are attached hereto as Exhibit "C" and incorporated herein by this reference.

D. The second to last sentence of Paragraph 2. Membership and Voting of ARTICLE VII is hereby amended and restated as follows: Class C Members shall include all Members of the Association who are RT Lot Owners and Garden Center Lot Owners.

E. The following sentence is hereby added to Paragraph 12. Allocation of Assessment Units of ARTICLE VII: Each Garden Center Lot shall be allocated five (5) Assessment Units for each acre of property included within the Garden Center Lot.

F. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 29 day of June, 2022.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29 day of June, 2022, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI GLABE
My Comm. Exp. June 26, 2023

_____
Notary Public

EXHIBIT "C"

DESIGN GUIDELINES
FOR
GARDEN CENTER LOT

The primary materials of facades for buildings located on the Garden Center Lot shall consist of glass, architectural metal panels, brick or stone masonry and limited optional amounts of split-face concrete masonry, and architectural pre-cast. Window frames, storefront systems and exterior doors shall be a color that is compatible with the overall exterior color palette. Roofs shall be flat or sloped and shall be of a high quality upscale nonreflective roof material. The amount of exterior materials shall be a percentage of the total facade area as indicated below.

1. ROOFS

The Greenhouse roof shall be a strengthened aluminum roofing system which enables high light transmission. Alternating, or continuous ridge vents are permitted.

The roof of the remaining structures can be either sloped or flat. If sloped, a minimum slope of 5:12 is required. The roof shall be a nonreflective roof material which is or simulates asphalt or wood shingles, tile or rock, in a color that is compatible with the brick or stone masonry.

Metal flashing, gutters, and downspouts shall be pre-finished and shall be of a color that is compatible to the overall exterior color palette.

2. BRICK OR STONE MASONRY

Brick or stone (natural stone only) shall be the primary exterior wall skirting material. The material type and color shall be approved by the Declarant.

3. REMAINING FACADE NOT BRICK OR STONE

a. CONCRETE MASONRY

Integrally colored split-face concrete masonry units may be used as an architectural base to the building facades and to accent architectural features of a façade. The integrally colored split-face concrete masonry units shall be in the buff/earth tone color range or shades thereof. The material type and color shall be approved by the declarant.

b. ARCHITECTURAL PRE-CAST

Architectural pre-cast may be used to provide a decorative accent detail for head, sill, or other detail conditions. Architectural pre-cast shall be of a color range that is compatible with the brick or stone masonry.

c. **GLASS**

The Greenhouse glass shall conform to manufacturer's specifications. The glass frame shall be corrosion resistant and painted to match the building color approved by the declarant.

d. **METAL PANELS**

Architectural metal panels are permitted for the warehouse area of the Greenhouse. The Brand, Color, and Specifications require approval by the declarant.

e. **CAST-IN-PLACE CONCRETE**

Exposed cast-in-place concrete may not be used, except for the north truck dock area. Cast-in-place concrete shall be painted and the truck dock screened with landscaping.

f. **PRE-CAST CONCRETE**

Exposed structural pre-cast concrete shall not be used. Pre-cast structural concrete with a brick masonry veneer conforming to the design standards may be used

g. **RETAINING WALLS**

Any grade control / retaining walls on the property shall be stacked limestone material blocks similar in color to the Wandering Creek monument sign at the northeast corner of 91st and Van Dorn Street.

4. **TRASH ENCLOSURES**

All trash dumpsters will be screened on three sides with a masonry screen wall. The masonry screen wall will conform to the design standards for brick masonry and architectural pre-cast. Additional landscape screening at trash enclosures is highly encouraged.

5. **MECHANICAL UNITS/CONDENSING UNITS**

No air conditioning units shall be located on the roof. All mechanical units and/or condensing units shall be visually screened from public view.

6. **SIGNAGE**

All signage shall conform to local applicable codes as adopted by the City of Lincoln. Signs painted directly on the surface of the building will not be permitted. Color for the signage shall be compatible with the exterior material color palette. No free standing monument signs shall be installed on the lot.. All sign packages shall be reviewed and approved by the Declarant.

7. **LANDSCAPING**

An enhanced landscaping plan will be required for the 95th Street and Rattlesnake Road frontages to screen the building from the adjacent residential uses. Minimum landscaping requirements to be determined by Declarant.

8. ACCESS DRIVES

No access to the property shall be taken from 95th Street. Access off Rattlesnake Road shall be coordinated with the declarant and adequate screening of drives and building provided.

9. EXTERIOR LIGHTING

Parking lot lighting is required for any parking lots on the property. The parking lot lighting and exterior building lighting shall be coordinated and meet city standards. Lithonia Series DSXO LED luminaires, Color Temperature 3,000K, and shall be utilized on 25' maximum pole mounting height. All poles and fixtures are to be painted matte black. If building mounted exterior lighting is required, utilize Lithonia WDGE LED series with comfort lens, black finish. Recessed LED downlights are acceptable in soffits/canopies. Lighting control shall conform to the current adopted energy code.

10. INTERIOR LIGHTING

Interior lighting of the greenhouse glass building shall be dimmed during nighttime hours. Colored lighting may be permitted by Declarant within the Greenhouse during certain times of the year.

Inst # 2022046846 Wed Nov 16 11:02:11 CST 2022
Filing Fee: $34.00 cpotkj
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 5

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

WACR8

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (8th Addition)

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1 through 6, Block 1; Lots 1 through 16, Block 2; Lots 1 through 9, Block 3; Lot 1, Block 4; Lots 1 through 4, Block 5; and Lots 1 through 15, Block 6; and Outlots B, C and G, Wandering Creek 8th Addition, Lincoln, Lancaster County, Nebraska ("Additional Property"); and

WHEREAS, Declarant desires to add the Additional Property to the definitions of "Nature Lots", "Interior Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 2021041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441, the Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518, and the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 6, 2022 as Instrument No. 2022028793 (collectively the "Declaration"), making the

Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term "Nature Lots", "Interior Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 10 day of November, 2022.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of November, 2022, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI GLABE
My Comm. Exp. June 26, 2023

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

NATURE LOTS:

Lots 1-4, Block 5, and Lots 1-15, Block 6, Wandering Creek 8th Addition, Lincoln, Lancaster County, Nebraska

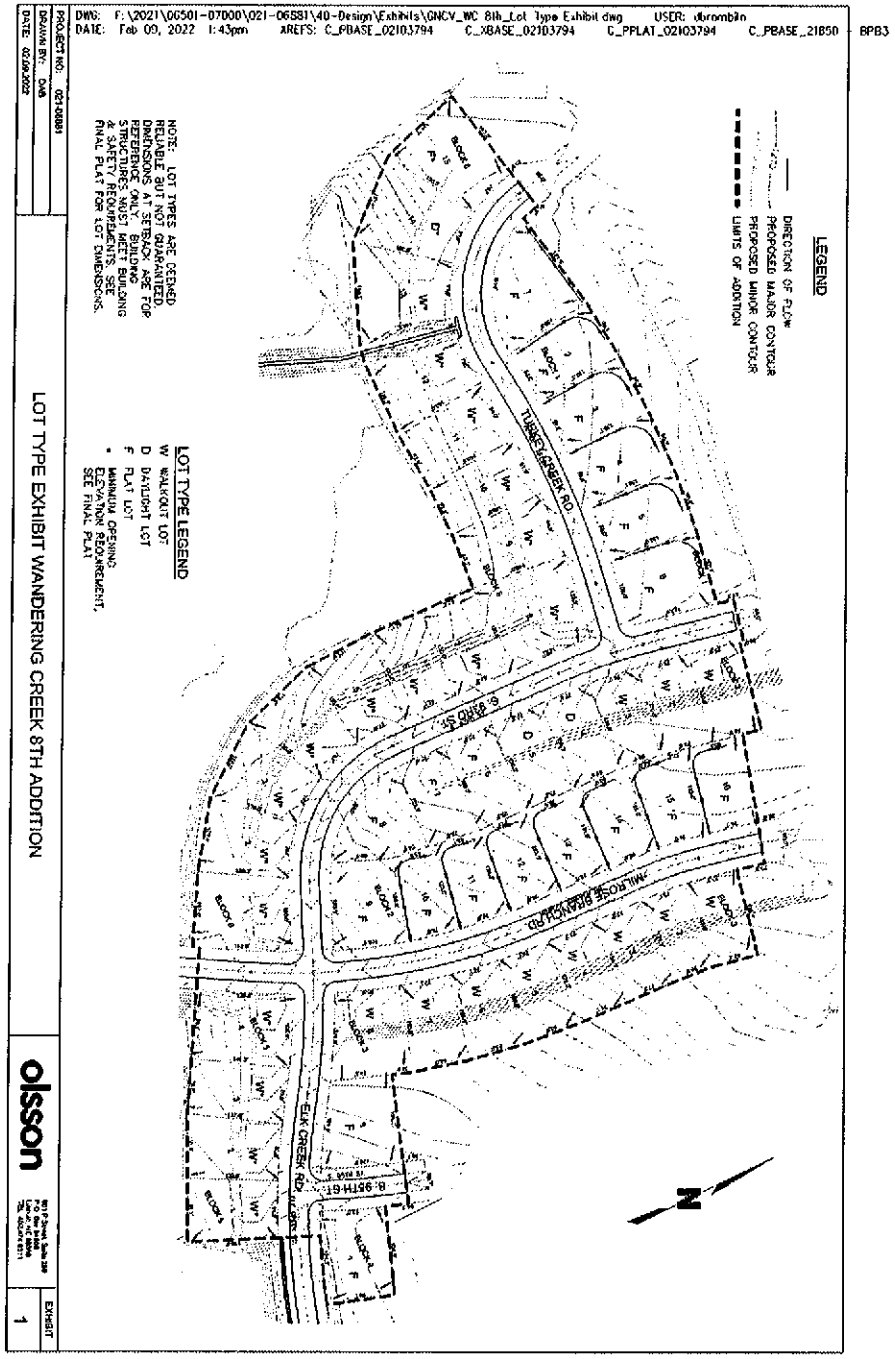
INTERIOR LOTS:

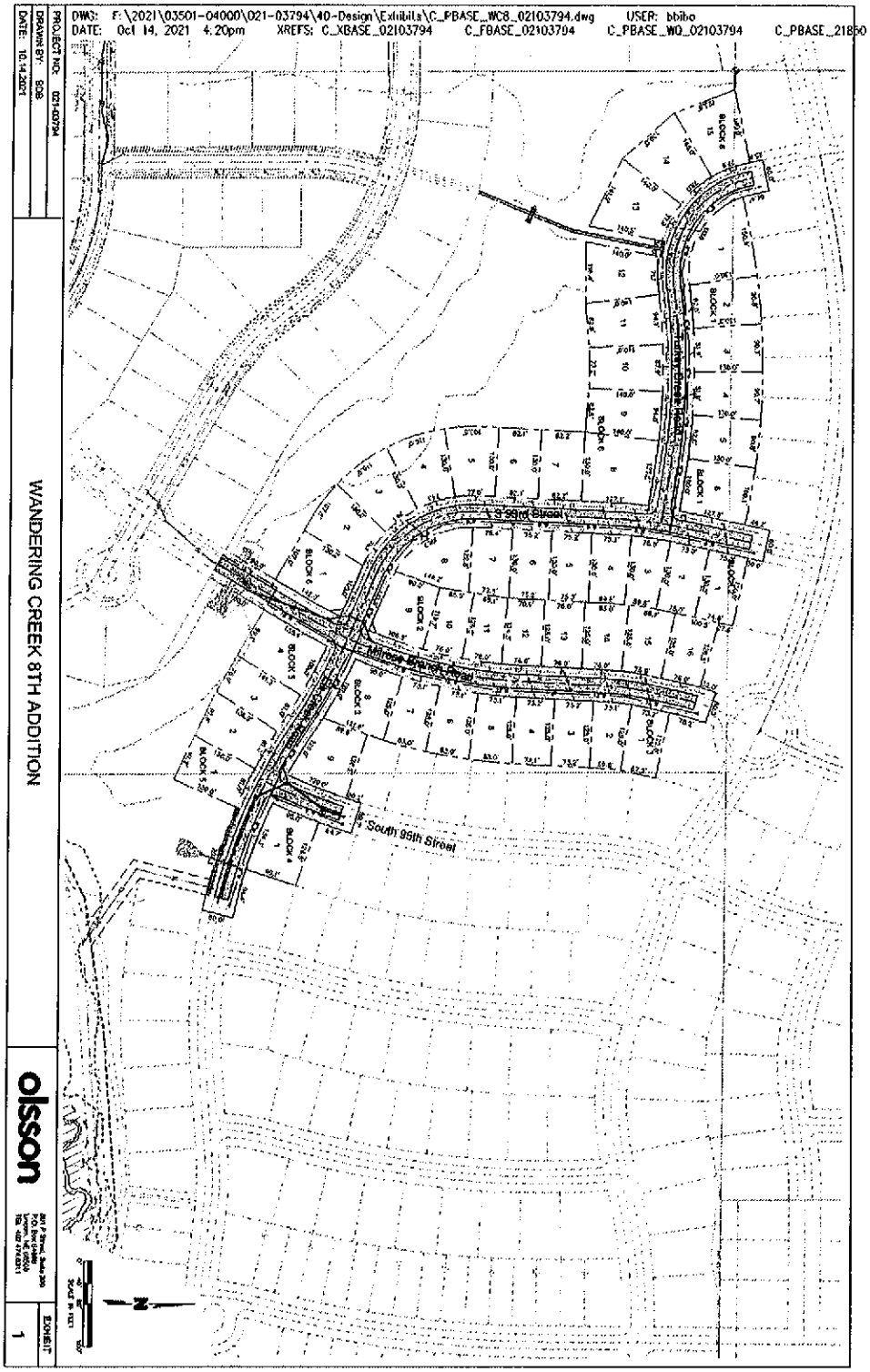
Lots 1 through 6, Block 1; Lots 1 through 16, Block 2; Lots 1 through 9, Block 3; Lot 1, Block 4; Wandering Creek 8th Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

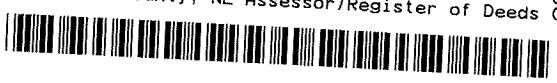
Outlots B, C and G, Wandering Creek 8th Addition, Lincoln, Lancaster County

EXHIBIT "B"
MAP SHOWING THE PROPERTY, GRADING AND INFRASTRUCTURE IMPROVEMENTS




DWG: F:\2021\03501-04000\021-03794\40-Design\Exhibits\C_PBASE_WC8_02103794.dwg USER: bbibo
DATE: Oct 14, 2021 4:20pm XREFS: C_XBASE_02103794 C_FBASE_02103794 C_PBASE_WQ_02103794 C_PBASE_21850
DATE: 10.14.2021
DRAWN BY: SGB
PROJECT NO: 021-03794
WANDERING CREEK 8TH ADDITION
olsson
EXHIBIT
1
Turkey Creek Road
S 98rd Street
Turkey Creek Road
S South 99th Street

Inst # 2023023362 Tue Aug 08 14:37:19 CDT 2023
Filing Fee: $88.00
Lancaster County, NE Assessor/Register of Deeds Office
cpomrw
AMDCOV
Pages 14



After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (Wandering Creek 12th Addition and Lokahi at Wandering Creek 1st Addition)

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1 through 13, Block 1, Lots 1 through 20, Block 2, and Outlot A, Wandering Creek 12th Addition ("12th Addition Property"); and

WHEREAS, Element Homes LLC, a Nebraska limited liability company, and the undersigned Lot Owners, are the owners of Lots 1 through 11, Block 1; Lots 1 through 16, Block 2; and Outlots A, B and C; all located in Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska, and Oultots B, D, and F, Lokahi at Wandering Creek Addition, Lincoln, Lancaster County, Nebraska ("Lokahi Property"); and

WHEREAS, the 12th Addition Property and Lokahi Property are collectively referred to hereinafter as the "Additional Property"; and

WHEREAS, Declarant desires to add and Element Homes LLC and the undersigned Lot Owners consent to the addition of the Additional Property to the definitions of "Townhome Lots", "Nature Lots", "Interior Lots" and "Common Area" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of

record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 20211041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441, the Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518, the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 6, 2022 as Instrument No. 2022028793, and the Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (8th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 16, 2022 as Instrument No. 2022046846 (collectively the "Declaration"), making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration; and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The term "Townhome Lots", "Nature Lots", "Interior Lots" and "Common Area", shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. Declarant hereby increases the fence standards contained in Article III, Paragraph 7 of the Declaration for the Lokahi Property as follows: Fencing on each Lot within the Lokahi Property must be constructed of black wrought iron or similar material.

3. The undersigned Lot Owners hereby consent to this Amendment making the Additional Property subject to the covenants, conditions, restrictions and easements contained in the Declaration.

4. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 4th day of August, 2023.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of August, 2023, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
AMITY SCHAUB
My Comm. Exp. January 10, 2024

_____
Notary Public

"LOT OWNERS"

Lots 1-4 and 8-11, Block 1, Lots 1-9 and 16, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

ELEMENT HOMES LLC, a Nebraska limited liability company

By: _____
Roger Bumgarner, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4 day of August, 2023 by Roger Bumgarner, as Managing Member of Element Homes LLC, a Nebraska limited liability company, on behalf of the limited liability company.

GENERAL NOTARY - State of Nebraska
DORI BOWMAN
My Comm. Exp. June 26, 2027

_____
Notary Public

Lot 5, Block 1, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

JAMES D. WATTS, a married person

VICKI L. WATTS, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of August, 2023, by **James D. Watts**, a married person.

JENNIFER L. BECKMAN
General Notary State of Nebraska
My Commission Expires
June 11, 2024.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of August, 2023, by **Vicki L. Watts**, a married person.

JENNIFER L. BECKMAN
General Notary State of Nebraska
My Commission Expires
June 11, 2024.

Notary Public

Lot 6, Block 1, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

JERRY WEBER, a single person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of August, 2023, by **Jerry Weber**, a single person.

GENERAL NOTARY - State of Nebraska
ANNE HACKBART
My Comm. Exp. May 6, 2024

Notary Public

Lot 7, Block 1, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

CHARLES R. NORRIS, a married person

JEAN B. NORRIS, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 02 day of August, 2023, by **Charles R. Norris**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

MARK CHAPIN
State of Nebraska-General Notary
My Commission Expires
February 06, 2026

The foregoing instrument was acknowledged before me this 2 day of August, 2023, by **Jean B. Norris**, a married person.

Notary Public

MARK CHAPIN
State of Nebraska-General Notary
My Commission Expires
February 06, 2026

Lot 10, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

JOHN J. JONES, a married person

CYNTHIA K. JONES, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of August, 2023, by **John J. Jones**, a married person.

GENERAL NOTARY - State of Nebraska
GEORGE GILLASPIE JR.
My Comm. Exp. October 14, 2025

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of August, 2023, by **Cynthia K. Jones**, a married person.

GENERAL NOTARY - State of Nebraska
GEORGE GILLASPIE JR.
My Comm. Exp. October 14, 2025

Notary Public

Lot 11, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

SHELLEY L. SORENSEN, a married person

MICHAEL R. MANHEIM, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

KIMBERLY MIRANDA
General Notary - State of Nebraska
My Commission Expires Feb 9, 2027

The foregoing instrument was acknowledged before me this 2 day of August, 2023, by **Shelley L. Sorensen**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

KIMBERLY MIRANDA
General Notary - State of Nebraska
My Commission Expires Feb 9, 2027

The foregoing instrument was acknowledged before me this 2 day of August, 2023, by **Michael R. Manheim**, a married person.

Notary Public

Lot 12, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

RICHARD J. CLAUSSEN, a married person

VIRGINIA A. CLAUSSEN, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY - State of Nebraska
MARK C. PALMER
My Comm. Exp. January 5, 2024

The foregoing instrument was acknowledged before me this 27th day of July, 2023, by **Richard J. Claussen**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY - State of Nebraska
MARK C. PALMER
My Comm. Exp. January 5, 2024

The foregoing instrument was acknowledged before me this 27th day of July, 2023, by **Virginia A. Claussen**, a married person.

Notary Public

Lot 13, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

DONN STEINBACH, a married person

DENISE STEINBACH, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY-State of Nebraska
CELESTE WENGER
My Comm. Exp. August 02, 2026

The foregoing instrument was acknowledged before me this 3 day of August, 2023, by **Donn Steinbach**, a married person.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY-State of Nebraska
CELESTE WENGER
My Comm. Exp. August 02, 2026

The foregoing instrument was acknowledged before me this 3 day of August, 2023, by **Denise Steinbach**, a married person.

Notary Public

Lot 14, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

KIRSTEN BAKER, a single person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of August, 2023, by **Kirsten Baker**, a single person.

Notary Public

GENERAL NOTARY-State of Nebraska
CELESTE WENGER
My Comm. Exp. August 02, 2026

Lot 15, Block 2, Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

ALEXANDRIA ARROYO, a single person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of August, 2023, by **Alexandria Arroyo**, a single person.

GENERAL NOTARY - State of Nebraska
COREY SABATKA
My Comm. Exp. December 12, 2025

Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

TOWNHOME LOTS:

Lots 5-12, Block 1, and Outlot A, (previously known as Outlot B, Wandering Creek 6th Addition), and Lots 5-20, Block 2, Wandering Creek 12th Addition, Lincoln, Lancaster County, Nebraska, and

Lots 1-4, and 8-11, Block 1; and Lots 1 – 4, and 13 - 16, Block 2; all located in Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

NATURE LOTS:

Lots 1-4, Block 2, Wandering Creek 12th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-4, and Lot 13, Block 1, Wandering Creek 12th Addition, Lincoln, Lancaster County, Nebraska; and

Lots 5, 6 and 7, Block 1; and Lots 5 – 12, Block 2; all located in Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:

Outlots B, D and F, located in Lokahi at Wandering Creek Addition, Lincoln, Lancaster County, Nebraska

Outlots A, B and C, located in Lokahi at Wandering Creek 1st Addition, Lincoln, Lancaster County, Nebraska

Inst # 2024026857 Fri Aug 30 10:41:22 CDT 2024
Filing Fee: $28.00 cpowlg
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (Lot 13, Block 1, Wandering Creek 12th Addition)

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Matodol"), is the owner of Lot 13, Block 1, Wandering Creek 12th Addition, Lincoln, Lancaster County, Nebraska ("Cooley Lot"); and

WHEREAS, Matodol is also the "Declarant" under the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 20211041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441, the Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518, the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 6, 2022 as Instrument No.

1 WACR12

2022028793, the Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (8th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 16, 2022 as Instrument No. 2022046846, and the Tenth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Wandering Creek 12th Addition and Lokahi at Wandering Creek 1st Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on August 8, 2023 as Instrument No. 2023023362 (collectively the "Declaration"); and

WHEREAS, Declarant has the authority, pursuant to Article VIII, Paragraph 4 of the Declaration, to amend the Declaration; and

WHEREAS, due to the size and unique characteristics of Lot 13, Block 1, Wandering Creek 12th Addition, Lincoln, Lancaster County, Nebraska ("Cooley Lot"), Declarant desires to amend the Declaration to modify certain standards and covenants as they relate to the Cooley Lot.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The Lot Owner of the Cooley Lot shall have the right to subdivide the Cooley Lot into two Lots. If the Cooley Lot is subdivided, the two new Lots shall be referred to individually as the "East Cooley Lot" (containing the existing house) and the "West Cooley Lot", and collectively as the "Cooley Lots". If the Cooley Lot is subdivided, the Lot Owner shall be responsible for (i) construction of a second sanitary sewer service to serve the West Cooley Lot, and (ii) abandoning the existing well.

2. The Cooley Lot is an Interior Lot, and if subdivided, the Cooley Lots shall be considered Interior Lots, and all of the terms and conditions in the Declaration applicable to an Interior Lot shall apply to each Cooley Lot, except as otherwise set forth herein.

3. The existing house on the Cooley Lot shall not have any brick or stone requirements.

4. The following minimum setback requirements shall apply if the Cooley Lot remains one Lot:

75 feet setback from the Front Lot Line
15 feet setback from the Side Lot Lines
50 feet setback from the Rear Lot Line

5. The following minimum setback requirements shall apply if the Cooley Lot is subdivided:

East Cooley Lot:
75 feet setback from the Front Lot Line
15 feet setback from the Side Lot Lines
50 feet setback from the Rear Lot Line

West Cooley Lot:

75 feet setback from the Front Lot Line
10 feet setback from the Side Lot Lines
50 feet setback from the Rear Lot Line

6. Any lighting on the Cooley Lot or future subdivided Cooley Lots not associated with a residence must be reviewed and approved by the Declarant.

7. Any fencing on the Cooley Lot or future subdivided Cooley Lots must be constructed of black wrought iron or similar material.

8. If the Cooley Lot remains one Lot and is not subdivided, an accessory dwelling that meets the requirements of the Lincoln Municipal Code may be permitted on the Lot; provided the plans for the accessory dwelling must be submitted to Declarant for review and approval prior to commencement of any construction. The accessory dwelling must be designed similar to the single family dwelling and utilize compatible building materials.

9. The size, height, location and design of any detached accessory building, shed, playhouse, greenhouse, or any structure of any kind on a Cooley Lot must be submitted to the Declarant for review and approval prior to installation. All other accessory improvements such as swing sets and sand boxes shall be (i) compatible with the quality of the overall development, (ii) reasonably screened from public view; and (iii) maintained in good order and an attractive condition.

10. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 27 day of August, 2024.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF ~~NEBRASKA~~ Minnesota)
) ss.
COUNTY OF ~~LANCASTER~~ Douglas)

The foregoing instrument was acknowledged before me this 27th day of August, 2024, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

_____
Notary Public

AMANDA JILL WHITTEMORE
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31, 2027

Inst # 2024039863 Fri Dec 20 16:07:01 CST 2024
Filing Fee: $28.00 cporac
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

WACR14

TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (Wandering Creek 14th Addition)

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lot 1, Block 1; Lot 1, Block 2; Lots 1 and 2, Block 3; Lot 1, Block 4; Lots 1 through 8, Block 5; Lots 1 through 9, Block 6; Lots 1 and 2, Block 7; and Lots 1 through 8, Block 8; Wandering Creek 14th Addition, Lincoln, Lancaster County, Nebraska ("14th Addition Property"); and

WHEREAS, the 14th Addition Property is referred to hereinafter as the "Additional Property"; and

WHEREAS, Declarant desires to add the Additional Property to the definition of "Nature Lots" and "Interior Lots" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 20211041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3,

2022 as Instrument No. 2022019441, the Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518, the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 6, 2022 as Instrument No. 2022028793, the Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (8th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 16, 2022 as Instrument No. 2022046846, the Tenth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Wandering Creek 12th Addition and Lokahi at Wandering Creek 1st Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on August 8, 2023 as Instrument No. 2023023362, and the Eleventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Lot 13, Block 1, Wandering Creek 12th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on August 30, 2024 as Instrument No. 2024026857 (collectively the "Declaration"); and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The terms "Nature Lots" and "Interior Lots" shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 19 day of December, 2024.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Jeffrey S. Jenkins, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19 day of December, 2024, by Jeffrey S. Jenkins, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI BOWMAN
My Comm. Exp. June 26, 2027

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

NATURE LOTS:

Lot 1, Block 1; Wandering Creek 14th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lot 1, Block 2; Lots 1 and 2, Block 3; Lot 1, Block 4; Lots 1 through 8, Block 5; Lots 1 through 9, Block 6; Lots 1 and 2, Block 7; and Lots 1 through 8, Block 8; Wandering Creek 14th Addition, Lincoln, Lancaster County, Nebraska

Inst # 2025034406 Thu Oct 09 15:43:22 CDT 2025
Filing Fee: $28.00 cporac
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages: 4

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WANDERING CREEK (Wandering Creek 15th Addition)

WACR15

WHEREAS, Matodol, LLC, a Nebraska limited liability company ("Declarant"), is the owner of Lots 1-8, Block 1; Lots 1-9, Block 2; Lots 1-7, Block 3; Lots 1-9, Block 4; Lots 1-18, Block 5; and Outlots A and B; Wandering Creek 15th Addition, Lincoln, Lancaster County, Nebraska ("15th Addition Property");

WHEREAS, the 15th Addition Property is referred to hereinafter as the "Additional Property";

WHEREAS, Declarant desires to add the Additional Property to the definition of "Common Area", "Nature Lots" and "Interior Lots" contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 12, 2019, as Instrument No. 2019020431, and amended by the First Amendment to Declaration of Covenants, Conditions, restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 13, 2019, as Instrument No. 2019050713, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on June 19, 2020 as Instrument No. 2020028324, the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 12, 2020 as Instrument No. 2020060877, the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on April 1, 2021 as Instrument No. 2021020115, the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 9, 2021 as Instrument No. 20211041636, the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 3, 2022 as Instrument No. 2022019441, the Seventh Amendment to

Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on May 4, 2022 as Instrument No. 2022019518, the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek, which was filed of record with the Lancaster County, Nebraska Register of Deeds office on July 6, 2022 as Instrument No. 2022028793, the Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (8th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on November 16, 2022 as Instrument No. 2022046846, the Tenth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Wandering Creek 12th Addition and Lokahi at Wandering Creek 1st Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on August 8, 2023 as Instrument No. 2023023362, the Eleventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Lot 13, Block 1, Wandering Creek 12th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on August 30, 2024 as Instrument No. 2024026857, and the Twelfth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wandering Creek (Wandering Creek 14th Addition), which was filed of record with the Lancaster County, Nebraska Register of Deeds office on December 20, 2024 as Instrument No. 2024039863 (collectively the "Declaration"); and

WHEREAS, the Declaration expressly reserves to Declarant the right to add contiguous similarly developed real estate to the Property by the Declarant's recordation of an amendment adding the legal description of the additional real estate to the definition of "Property" contained in the Declaration, and to state other or different covenants, conditions and restrictions applicable to the Additional Property.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The terms "Common Area", "Nature Lots" and "Interior Lots" shall be deemed to include the Additional Property as identified and set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference, hereby subjecting the Additional Property to the covenants, conditions, restrictions and easements contained in the Declaration.

2. All the remaining terms and provisions of the Declaration, as amended by this Amendment, shall remain in full force and effect.

Executed this 3 day of October, 2025.

"DECLARANT"

MATODOL, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____
Sean Baker, CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3 day of October, 2025, by Sean Baker, as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska
DORI BOWMAN
My Comm. Exp. June 26, 2027

_____
Notary Public

EXHIBIT "A"
ADDITIONAL PROPERTY
ADDED TO
THE PROPERTY

NATURE LOTS:

Lots 1-7, Block 3; Wandering Creek 15th Addition, Lincoln, Lancaster County, Nebraska

INTERIOR LOTS:

Lots 1-8, Block 1; Lots 1-9, Block 2; Lots 1-9, Block 4; Lots 1-18, Block 5; Wandering Creek 15th Addition, Lincoln, Lancaster County, Nebraska

COMMON AREA:
Outlots A and B, Wandering Creek 15th Addition, Lincoln, Lancaster County, Nebraska