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FILED SARPY COUNTY NEBRASKA  
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*Floyd J. Dowling*

REGISTER OF DEEDS



**DECLARATION OF COVENANTS, EASEMENTS  
 AND RESTRICTIONS FOR THE ESTATES AT  
 WYNNWOOD, LOTS 1 THROUGH 36**

This Declaration of Covenants, Easements and Restrictions (this "Declaration") is made as of the 29<sup>th</sup> day of January, 2018, by FRK Development II, LLC, a Nebraska limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the following legally described real property, to wit:

Lots 1 through 36, inclusive, The Estates at WynnWood, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (the "Lots").

WHEREAS, by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, from time to time, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant hereby agrees that the Lots be subject to the following Declaration of Covenants, Easements and Restrictions as follows:

A

**ARTICLE I  
RESTRICTIONS AND COVENANTS**

1. The Lots shall be used for residential purposes only. Farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. No swine, goats, or split-hoofed animals shall be kept or maintained on any of the Lots.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna, satellite receiving stations, dishes, flag poles, solar heating or cooling devices, storage shed, or other external improvement, including landscaping, above or below the ground (hereinafter referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except Improvements which have been approved by Declarant or Declarant's architect as follows:

(a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to Declarant's architect. Such plans shall include the following: a site plan showing the location of the proposed Improvement; at least four (4) exterior elevations indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material; a floor plan; a foundation plan; a plot plan; a drainage plan; and the location of any septic system. Concurrent with the submission of the plans, the Lot owner shall notify Declarant of the Lot owner's mailing address. Plans submitted to Declarant's architect will not be returned to the Lot owner.

(b) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant or Declarant's architect's in their absolute and sole discretion.

(c) Written notice of any approval or disapproval of a proposed Improvement shall be mailed to the Lot owner at the address specified by such Lot owner upon submission of the plans. If written notice is not mailed within thirty (30) days after submission of the plans, the proposed Improvement shall be deemed disapproved by Declarant or Declarant's architect.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant or Declarant's architect, or to control, direct or influence the acts of the Declarant or Declarant's architect with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or Declarant's architect by virtue of the authority granted to Declarant in this Section 2, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No Lot shall be subdivided.

B

4. All residences shall be constructed with a garage, for a minimum of two vehicles. Detached garages will be allowed only upon the prior written approval of Declarant or Declarant's architect, which approval may be withheld in its sole and absolute discretion. Unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion, front elevations of all concrete or cement block foundation, if exposed, must be faced with brick, stone or other suitable material. All roofing materials shall be at least TAMKO Heritage 25 year shingles or a similar style or brand of shingles approved in writing by Declarant or Declarant's architect, which approval may be withheld in its sole and absolute discretion.

5. Unless otherwise approved in writing by Declarant or Declarant's architect, which approval may be withheld in its sole and absolute discretion, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, having a garage for not less than two vehicles, and containing finished living areas, exclusive of basements, porches, breezeways, carports, and garage; at a minimum, all ranch (one story) style homes shall have 1,800 finished square feet of living area on the main floor; all one and one-half story homes shall have at least 2,200 finished square feet of living area above the basement level with at least 1,700 square feet of finished living area on the first floor level, and all two story homes shall have at least 2,300 square feet of finished living area above the basement level with at least 1,300 square feet of living area on the first floor.

Declarant shall have the right to define the terms "one story", "one and one-half story", "two story", and "multi-level" house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

6. All power and telephone service wires shall be buried underground.

7. No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.

8. Any accessory buildings (i) shall be enclosed, with sidewalls not exceeding ten (10) feet in height and a total area of not more than two thousand (2,000) square feet; and (ii) shall be constructed with the same roofing and siding materials as the residential structure. Such accessory buildings may not be constructed until their locations and design have been approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. If accessory buildings are to be used for the shelter of animals, they shall not exceed the necessary size of such shelter.

9. All fences erected and installed on any Lot shall be constructed of wood, approved vinyl, or other material approved by Declarant, which approval may be withheld in its sole and absolute discretion. It is the intention of this regulation to prohibit the use for fencing of wire rope, barbed wire, or other materials not approved by Declarant.

10. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage, or accessory building.

C

11. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment, or any other landscaping product of any kind whatsoever, including, but not limited to, blocks, lumber or crushed stone, shall be stored or permitted to remain outside of a dwelling or suitable storage facility, except when in actual use.

12. Construction of any Improvement must be completed within one (1) year after the date of commencement of excavation or construction of the Improvement.

13. No garden shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Suitable ground cover, consisting of either sod or native grasses, shall be maintained on those portions of a Lot not formally landscaped in such manner as to prevent erosion by wind or water. Lot owners may plant grass and/or lay sod up to the boundaries of any street or sidewalk, provided that such grass or sod is and remains properly irrigated. All ground cover shall be regularly mowed to a height of not more than twelve (12) inches, unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such Lot.

14. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of such Lot.

15. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

16. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the neighborhood or surrounding Lots.

17. No dwelling house constructed in another area or prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. No outside radio or television antennas, or satellite dishes exceeding twenty four (24) inches in diameter, may be erected on any Lot or portion thereof.

18. No advertising signs or billboards shall be placed, constructed, or erected on any Lot except one sign per Lot advertising the Lot as "For Sale" or identifying the builder of a dwelling on such Lot; nor shall business activities of any kind whatsoever be conducted on any Lot; provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or

D

assigns, during the construction and sale of the Lots.

19. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage way. No existing trees or natural terrain shall be disturbed without the prior written approval of Declarant.

20. Declarant shall have the right, should it become necessary, to enter upon any Lot in which a completed residence has not yet been constructed for the purpose of mowing and maintaining any such Lot without being classified as a trespasser; provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

21. Unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion, no building or structure shall be erected within fifty (50) feet from the front of the Lot line and all Lots shall have a side yard setback of twenty-five (25) feet and a rear yard setback of twenty-five (25) feet.

## ARTICLE II GENERAL PROVISIONS

1. The Lot owners shall have the right to contract for solid waste collection services for the WynnWood Subdivision.

2. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for any other person or persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent them from so doing or to recover damages for such violation. Failure by Declarant 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.

3. As long as Declarant owns one (1) Lot, this Declaration may be amended or rescinded by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. This Declaration shall run with and shall bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five percent (75%) of the Lots and has been recorded prior to the commencement of any ten (10) year period.

4. Declarant anticipates that additional phases of WynnWood will be developed by Declarant or other developers. From time to time, without the consent or approval of any Lot owner, the Declarant, or its assigns, may expand these Covenants to include additional residential lots which are contiguous to any of the Lots, or which is developed as a phase of the WynnWood Subdivision. Such expansion(s) may be affected from time to time by recordation with the Register of Deeds of Sarpy County, Nebraska, of a Declaration of Covenants, Easements and Restrictions, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"). Upon the recordation of any Subsequent Phase Declaration, the additional lots identified in the Subsequent Phase Declaration shall be included in the "Lots" for purposes of the Covenants.

5. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Easements and Restrictions this 29 day of January, 2018.

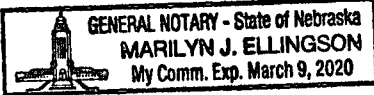
FRK DEVELOPMENT II, LLC  
Nebraska limited liability company

By: Frank R. Krejci  
Frank R. Krejci, Manager

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

Before me the undersigned, a notary public, personally came Frank R. Krejci, personally known to me to be the Manager of FRK Development II, LLC, a Nebraska limited liability company, and acknowledged the execution of the above to be his voluntary act and deed on behalf of said company.

WITNESS my hand and notarial seal this 29 day of January, 2018.

 Marilyn J. Ellingson  
Notary Public