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2018-04243

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Sheryl J. Rowling

REGISTER OF DEEDS



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS OF THE ESTATES AT WYNNWOOD,
LOTS 1 THROUGH 36, A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT to the Declaration of Covenants, Easements and Restrictions of Lots 1 through 36, The Estates at WynnWood, a subdivision in Sarpy County, Nebraska, dated January 29, 2018, and recorded on February 8, 2018 as Instrument No. 2018-02900 of the Records of the Register of Deeds of Sarpy County, Nebraska (the "Declaration"), is made on the date shown on the close of this instrument by FRK Development II, LLC, a Nebraska limited liability company, who is the owner of the real property located within The Estates at WynnWood subdivision in Sarpy County, Nebraska and who is the Declarant under the Declaration.

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property, and the Declaration and the First Amendment to the Declaration applies to the following described real property:

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

WHEREAS, Declarant desires to amend the Declaration and make the Property subject to the following amendment to the covenants, easements and restrictions set forth in the Declaration:

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following amendment to the covenants, easements and restrictions set forth in the Declaration and as amended herein, for the purpose of protecting the value and desirability of, and which shall run with all of said Property, and shall be binding on all parties having any right, title or interest in said Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration is amended as follows:

Article I, Paragraphs 2, 4, 5 and 8 shall be amended in its entirety to read as follows:

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 appointee, Straightline Design, Inc., presently of 3925 South 147th Street, Suite 119, Omaha, NE 68144 (the "Plan Reviewer"), as follows:

(a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to the Plan Reviewer. 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 and pay the Plan Reviewer \$200.00 for its plan review which is not refundable. Plans submitted to the Plan Reviewer will not be returned to the Lot owner.

(b) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant or the Plan Reviewer 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 the Plan Reviewer.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant or the Plan Reviewer, or to control,

direct or influence the acts of the Declarant or the Plan Reviewer 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 the Plan Reviewer by the authority granted to Declarant in this Section 2, or because of any act or failure to act by Declarant with respect to any proposed Improvement.

(e) The Declarant shall have the right to terminate the person or entity serving as the Plan Reviewer and appoint another person or entity as the Plan Reviewer.

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 the Plan Reviewer, 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 the Plan Reviewer, which approval may be withheld in its sole and absolute discretion.

5. Unless otherwise approved in writing by Declarant or the Plan Reviewer, 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.

8. Any accessory buildings (i) shall be enclosed, with sidewalls not exceeding fifteen (15) feet in height and a total area of not more than two thousand four hundred (2,400) 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.

Except as otherwise amended herein, all the terms and conditions of the Declaration shall remain in full force and effect as stated.

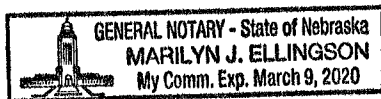
IN WITNESS WHEREOF, the undersigned, being the Declarant, hereby adopts this First Amendment to the Declaration for the Property described herein on this 27th day of February, 2018.

FRK DEVELOPMENT II, LLC,
a Nebraska limited liability company,

By: Frank R Krejci
Frank R. Krejci, Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 27th day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared, Frank R. Krejci, to me personally known, who being by me duly sworn, did state that he is the Manager of FRK Development II, LLC, a Nebraska limited liability company, and executed the foregoing instrument as his voluntary act and deed on behalf of said company.



Marilyn J Ellingson
Notary Public in and for said State