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INDEXING

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CONSTRUCTION SCIENCES, INC  
JIM EXLER  
6225 MADISON ST  
OMAHA, NE 68127  
68127

PROTECTIVE COVENANTS

The undersigned, CONSTRUCTION SCIENCES, INC., A Nebraska Corporation (hereinafter referred to as "Developer"), being the owner of Lots Eighty Nine (89) through One Hundred Thirty (130), inclusive, in THE COLONIES REPLAT III, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots 89 through 130, inclusive, in THE COLONIES REPLAT III, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for single-family residential purposes, schools or churches. Only one detached single-family dwelling may be erected, altered, placed or permitted to remain on any lot. Said dwelling may not exceed two stories in height, shall provide an attached private garage for not less than two nor more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.
2. Setbacks and Sideyards. All setbacks, side and rear yard requirements shall conform to applicable laws and ordinances.
3. Temporary Structures. No Structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.
4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or household pets, provided that they are not kept, bred or maintained for any commercial purpose.
5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot.
6. Area. Dwellings shall be restricted to minimum floor area above grade (exclusive of garage, porches, breezeways and basements, whether finished or not) as follows:
  - A. Ranches 1000 square feet total
  - B. Split entries 1100 square feet total  
Split level
  - C. Tri-level 1500 square feet total; with  
1000 square feet top two levels
  - D. Two Story 1400 square feet total; with  
950 square feet on main floor  
level

E. Multi-level (three or 1200 square feet total  
more levels finished  
above grade)

7. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

8. Weeds. The title holder of each lot, vacant or improved, shall keep his lot or lots free from weeds and debris.

9. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

10. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

11. Signs. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonable necessary for the operation and advertisement of model homes.

12. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in any enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure.

13. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

14. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

15. Sod. A minimum of 1300 square feet of sod shall be laid in all yards.

16. Fences/Signs. There shall be a six foot high solid wood fence constructed on the rear perimeter lot line of Lots 96 through 103, 108 and 109. The owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs, banners, or any such thing on the fence. When and if reasonably necessary, repair and replacement of the fence shall be of the same style and equal quality .

17. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, CATV and any company duly franchised by Douglas County and receiving permission from the Developer, their successors and assigns, to erect, operate, maintain repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph, television and message service over and upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lot in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies or the CATV Company fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed by are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

18. Model Home. Developer, its successors and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

19. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction. and either prevent him or them from so doing or to recover damages for such violation.

20. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of the instrument.

22. Enforcement by Developer. Nothing herein contained shall in any way be constructed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

23. Amendments. 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 ten (10) years following the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

24. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 8th day of DECEMBER, 1992.

CONSTRUCTION SCIENCES, INC.

By: [Signature]  
President

STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF DOUGLAS )

On this 8 day of December, 1992, the foregoing instrument was acknowledged before me by John J. Smith acting on behalf of Construction Sciences, Inc.

[Signature: Theresa J. Nicoll]  
Notary Public

NEBRASKA GENERAL NOTARY  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1995

RECEIVED

Dec 18 4 15 PM '92

GEORGE J. HUBLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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