DECLARATION OF RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are with the land and shall be binding on all present and future owners any part of the following described real estate: all all

Lots 6 through 18 inclusive, Lot 71 through 83 inclusive, Lots through 128 inclusive, Lots 136 through 140 inclusive, and Lot 155 Chalco Pointe, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, burnor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept, provided they are not kept, bred or maintained for any commercial purposes.

E. No iunk cars or unlicensed motor vahicles of any kind or hoats.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced—in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

G. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front,

H. CSI, it's 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.

I. Notwithstanding the provisions of Paragraphs No. A and G, the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use

either ьy means of rezoning or the granting of waivers 9 special esn

discretion for a per-this Declaration may J. The covenants and restrictions of this Declaration shall and bind the land for a term of twenty (20) years from the date to Declaration is recorded. This Declaration may be amended by Declaration, firm, corporation, partnership, or entity designated any person, firm, corporation, partnership, or entity designated by Declarant, in any manner which it may determine in its full are discretion for a period of ten (10) years from the date hereof. this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots commers of not less than seventy-five percent (75%) of the lots commers. permits. Declaration. by Declarant, Jec larant, or Led in writing and absolute f. Thereafter owner covered run with

IN WITNESS WHEREOF, esțate has OF, Construction executed these 1991. n Sciences, Covenants, Inc., being 33 the owner of day of

Construction Sciences, Inc. , a Nebraska Corporation

Smith, President

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County ౸ Douglas

Notary Public person(s) who acknowledged Public, the whose day and ic, in and rame(s ₹ the hand name(s) execution thereof year last nd for said are Notar said affixed above county, Seal written, before ty, Personally ki be their the above Restrictive be their voluntary act in said County the day known the day **6** undersigned a be the identical Covenants and year deed last

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HA GENERAL NOTARY
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MY COMM. EXP.
MAY 26, 1996

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ա <u>Դ</u> Ծ N estr shall termine a C H. There shall be a six foot high solid board fence construct he rear perimeter lot line of Lots 55 through 57, along Giles R owner of any such lot shall at his sole expense maintain and ke fence in good order, including removal of graffiti and the ention of placing signs, banners, or any such thing on the fence repair and replace the same with the same style and equal qualication and if reasonably necessary.

I. CSI it's successors and/or assigns shall be allowed to ope with the sale of the last buildable of in the subdivision.

J. Notwithstanding the provisions of Paragraphs No. A and I to it is an and permit a lesser area or distance or a different use or by means of rezoning or the granting of waiver or special uses. u) n N division. A and I body shall front va

by an instrum Declarat is Declarati clarant, or signated in 070 instrument Arom Ane .i.on prind 크 The coverants and restrictions of this Declaration shall bind the land for a term of twenty (20) years from the daration is recorded. This Declaration may be amended by or any person, firm, corporation, partnership, or entid in writing by Declarant, in any manner which it may in its full and absolute discretion for a period of eight the date hereof. Thereafter this Declaration may be a signed percen т. Д. Б. y the (つぶつのて ō, rporation, parthership, or entity, in any manner which it may discretion for a period of eight after this Declaration may be ameer of owner or owners of not less iots covered λΩ this e amended less date Tr run

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County of Douglas)

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all. pres IN WITNESS WITNESS WHEREOF, Construction Sciences, inc., bein real estate, has executed these Covenants, this is day of

Construction Sciences INC. , a Nebraska Corporation

John <u>.</u> Smith, TO T esident

STATE OF NEBRASKA

Ď. Douglas

Notary Public, identical perso Covenants and 9 nd deed. Witness my the and acknowledged the execution thereof to be their дау son (s) pue חרה YEST Whose last name(s) are Said d above written, before me, the undersigned County, Personally known to be the (S) are affixed to the above Restrictive voluntary

above writt hand and Notarial Seal in said County the day and year

GENERAL NOTARY-State of Nobrasta
DENNIS C. MEYER
My Comm. Exp. Aug. 3, 1994

SARPY CO.

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J. Notwithstanding the provisions of paragraphs No. A and H the restrictive provisions for lot use. Int area, sideyards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waiver or special use permits.

K. The coverants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firmy corporation, partnership, or entity/designated in writing by Declarant, in any manner which he may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of owner or owners of not less than seventy-five percent (75%) of the lots covered by Thereafter ner of owner covered by owner

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Smith

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STATE OF NEBRASKA)

County of Douglas

S)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in Said County the day and year last

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Filmed.

Verify

Checked

Fee

Proof

INSTRUMENT NUMBER 07301

LED SARPY CO. NE

(and a Same