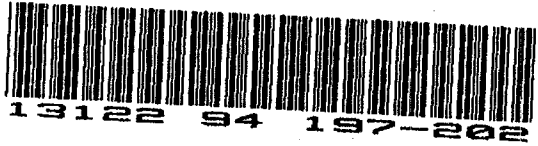




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Return to:

CONSTRUCTION SCIENCES, INC
JIM ECKER
8425 MADISON
OMAHA, NE 68127

Nov 7 3 47 PM '94

DOUGLAS COUNTY, NE

PROTECTIVE COVENANTS

Whereas, CONSTRUCTION SCIENCES, INC. did execute Protective Covenants for THE COLONIES REPLAT I; and, THE COLONIES REPLAT III, which were filed and recorded with the Register of Deeds, Douglas County, Nebraska on June 27, 1991 (Misc. Book 968, Pages 533 -536) and December 18, 1992 (Misc. Book 1049, Pages 408 - 411) respectively; and,

Whereas, CONSTRUCTION SCIENCES, INC. as the owner of certain lots within COLONIES REPLAT I AND III, does hereby amend said Protective Covenants by rescinding the above said Protective Covenants for the following lots:

Lots 2, 3, 4, 21, 22, 24, 26, 27, 28, 35 - 38 inclusive, 40, 44, 46, 48 - 53 inclusive, 55, 56, 58, 60, 62, 63, 65, 67, 73 - 79 inclusive, Colonies Replat I; and Lots 89 - 130 inclusive, Colonies Replat III

Therefore, the prior Protective Covenants are hereby null and void for the above captioned lots; and,

Further, That the undersigned, CONSTRUCTION SCIENCES, INC., A Nebraska Corporation (hereinafter referred to as "Developer"), being the owner of:

Lots 2, 3, 4, 21, 22, 24, 26, 27, 28, 44, 46, 55, 56, 58, 60, 62, 63, 65, 67, 73 and 74, Colonies Replat I; and

Lots 95, 96, 97 and 98, Colonies Replat III; and

Lots 1 - 44 inclusive, Colonies Replat IV; and, MI-07059

Lots 1 - 4, inclusive, Colonies Replat V MI-07062

MI-07058
MI-07059
MI-07062

as surveyed, platted and recorded in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the above described properties:

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.

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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 1400 square feet total;
- B. Split entries 1440 square feet total;
Split level
(Must have a minimum of 300 sq ft finished basement)
- C. One and 1/2 Story 1800 square feet total;
- D. Tri-level 1750 square feet total;
- D. Two Story 1850 square feet total;

All residential structures shall have an attached garage which will accommodate a minimum of two (2) cars.

7. For a period of five (5) years after the filing of this Declaration, all first time new home construction shall be approved as follows:

(a) An owner desiring to erect a new home shall hand deliver three (3) sets of construction plans to Construction Sciences, Inc.. Such plans shall reflect the type of structure, square footage, quality and use of exterior materials, exterior design, exterior color or colors and location of proposed improvement. Only exterior colors of certain earthtone hues will be acceptable. Concurrent with the submission of the plans, the Owner shall provide their mailing address and telephone number.

(b) Construction Sciences, Inc. shall distribute the plans to the Architectural Control Committee (Committee), consisting of a representative of the Declarant; and, two (2) representatives of the other home builders in the area (if they agree to be represented). The Committee shall review such plans in light of the conditions and restrictions contained herein and in relation to the type and the exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed

Improvement shall be exercised by the Committee in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Colonies Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Committee may refuse approval of the proposed improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or shall be hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Committee.

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

8. 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.

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

10. 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.

11. 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.

12. 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.

13. Boats and Trailers. No boat, camper, trailer of 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.

14. 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.

15. 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.

16. Sod. A minimum of 5000 square feet of sod shall be laid in all yards.

17. Fences/Signs. If a fence is constructed on the subject lots; 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, and the repair or replacement of the fence with the same style and equal quality fence when and if reasonably necessary.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 7th day of November, 1994.

CONSTRUCTION SCIENCES, INC.

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of November, 1994, the foregoing instrument was acknowledged before me by John J. Smith acting on behalf of Construction Sciences, Inc.

[Signature]
Notary Public

NEBRASKA GENERAL NOTARY
JANET O'MALLEY
MY COMM. EXP.
JULY 26, 1998



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GEORGE J. ...
REGISTER ...
DOUGLAS C. ...

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AMENDMENT TO
PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Construction Sciences, Inc., a Nebraska corporation hereinafter referred to as "Declarant".

RECITALS:

A. On November 7, 1994, Protective Covenants for:

Lots 2, 3, 4, 21, 22, 24, 26, 27, 28, 44, 46, 55, 56, *MI-07050*
58, 60, 62, 63, 65, 67, 73 and 74, Colonies Replat I; and

Lots 95, 96, 97 and 98, Colonies Replat III; and *MI-07050*

Lots 1 - 44 inclusive, Colonies Replat IV; and, *MI-07059*

Lots 1 - 4, inclusive, Colonies Replat V *MI-07062*

as surveyed, platted and recorded in Douglas County, Nebraska were recorded by the Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1133 at Page 197; and,

B. Paragraph 24 of the Protective Covenants provides that said Covenants may be amended by the Declarant for a period of ten (10) years following November 7, 1994.

NOW, THEREFORE, Declarant hereby declares that the Protective Covenants recorded on November 7, 1994 in Miscellaneous Book 1133 at Page 197 of the office of the Register of Deeds of Douglas County, Nebraska for the above described lots should and are hereby amended by deleting the provisions of Paragraph 6; and, substituting the following:

" 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 1275 square feet total;
- B. Split entry 1300 square feet total
on main floor & minimum
300 sq ft finished basement.
- C. Split level 1500 square feet total
including all living levels

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OMAHA, NE

