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DECLARATION OF RESTRICTIVE COVENANTS

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

Lots 16 through 34 inclusive, Wynnewood 3rd Addition; and, Lots 1 through 16 inclusive, Wynnewood 3rd Addition Replat I;

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, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor 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 temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any

commercial purposes.

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 yard 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, side and rear yard setbacks.
- H. CSI it's successors and/or assigns shall be allowed to operate and maintain a model home 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 H the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the applicable governing body 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.
- J. The covenants 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, 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 from 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.
- K. 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 repair and replace the same with the same style and equal quality fence when and if reasonably necessary.
- L. 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.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 20 day of August, 1996.

Construction Søignegs, Inc., a Nebraska Corporation

by John J. Smith, President

STATE OF NEBRASKA)

) ss.

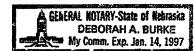
County of Douglas)

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 above written.

Notary Public



NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

DECLARATION OF EASEMENT AND COVENANT

THIS DECLARATION of easement and covenant, made this 10th day of 1990, by Construction Sciences, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the real estate which is legally described as Lot 22, Wynnewood, a subdivision in Douglas County, as surveyed, platted and recorded, which includes the property which is described in the survey and legal description attached hereto marked as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, the Declarant hereby grants, remises and relinquishes unto itself, its successors and assigns a permanent sign easement, and Declarant hereby reserves the right and privilege to use, erect, and construct a permanent sign on the property described in the attached Exhibit "A", and the Declarant hereby declares that the real property which is described in the attached Exhibit "A" shall be held, sold and conveyed subject to the aforementioned restriction, covenant, condition, and easement, which is for the purpose of erecting and maintaining a permanent sign for the Wynnewood subdivision. The aforementioned covenant, restriction, condition, and easement shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in Lot 22, Wynnewood, or any part thereof.

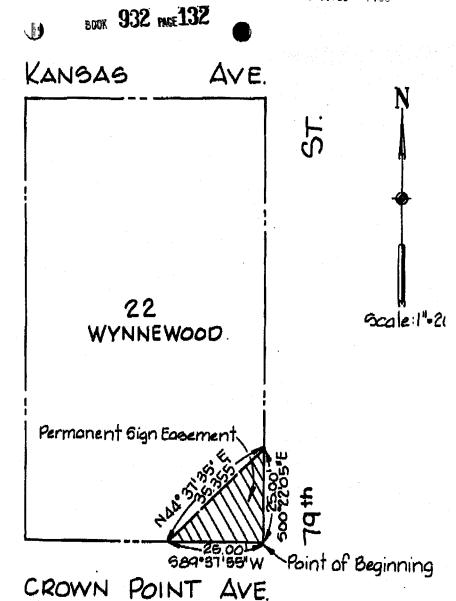
Notice is hereby given that Declarant shall maintain said sign only as long as it owns. Lot 22 in Wynnewood. Notice is hereby given that any subsequent owner of Lot 22 in Wynnewood, as surveyed, platted and recorded in Douglas County, Nebraska, shall be obligated at his, her or their own cost and expense, for the repair and maintenance of said permanent sign and shall be further obligated to keep said sign repaired and maintained in the same condition as it is currently.

DATED this 20th day of July , 1990.
CONSTRUCTION SCHENCES, INC., Declarant
Ву:
John J. Smith, President
STATE OF NEBRASKA)) ss.
COUNTY OF DOUGLAS)
L. L.
The foregoing instrument was acknowledged before me this H day of
(1990, by John J. Smith, President of Construction Sciences,
Inc., Nebraska corporation, on behalf of the corporation.
A GENERAL NOTARY-State of Nebraska MARY K. BECKER My Comm. Exp. Aug. 24, 1992 My Comm. Exp. Aug. 24, 1992
/ Notary Public

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PERMANENT SIGN BASEMENT

A permanent sign easement located in part of Lot 22, Wynnewood, a subdivision located in the West 1/2 of Section 35, Township 16 North, Range 12 East of the 6th P.M., Douglas County Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 22, Wynnewood; thence \$89°37'55"W (assumed bearing) along the North right-of-way line of Crown Point Avenue, a distance of 25.00 feet; thence N44°37'55"E, a distance of 35.55 feet to a point on the West right-of-way line of 79th Street; thence \$00°22'05"E along said West right-of-way line of 79th Street, a distance of 25.00 feet to the Point of Beginning.

#88069 4-3-90

ELLIOTT & ASSOCIATES 5316 South 132nd Street Omaha, Nebraska 68137