

BOOK 718 PAGE 382

PROTECTIVE COVENANTS

The undersigned, K.C.R. Corp., a Nebraska Corporation (hereinafter referred to as "Developer"), being the owners of lots one (1) through one hundred fifty-four (154) inclusive, in WINDRIDGE, as subdivision, surveyed, platted and recorded in Douglas County, Nebraska, located in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots one (1) through one hundred fifty-four (154), inclusive, in WINDRIDGE, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No homes shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with 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, sideyards 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 other household pets, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences. 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 the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

- A. Ranches, Split Entries or Split levels (with two finished levels above grade) with two-car attached garages 1300 square feet

## BOOK 718 PAGE 383

- B. Ranches, Split Entries or Split level (with two finished levels above grade) with two car basement garage 1500 square feet
- C. One and one-half story 1600 square feet  
 1. Main level 1000 square feet  
 2. Upper level 600 square feet
- D. Two-story 2000 square feet
- E. Multi-level (three or more levels finished above grade) 1700 square feet

7. Roofs. All houses shall have wood shake shingle roofs.

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 his 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. Four-foot 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.

13. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven 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 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.

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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. Written Approval from Developer. No residence, building, fence, wall or other structure shall be started, altered or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the Developer or a committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision Developer's scheme of development, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography and finished ground elevation. Written approval shall be given by the Developer or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.

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 strip of land adjoining the rear and side boundary lines of said lots 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 but 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. 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.



NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF WINDRIDGE,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by KCR Corp. and C.S.I., hereinafter referred to as the "Declarants."

PRELIMINARY STATEMENT

1. WHEREAS, the Windridge subdivision contains 154 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2. WHEREAS, Declarant KCR Corp. is the owner of the following lots in Windridge:

- Lots 23, 27, 31, 32, 35, 43, 46, 48-50, 52-54, 59-62, 73, 79, 90, 97-100, 108, 113, 114, 130-134, and 149, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

3. WHEREAS, Declarant C.S.I. is the owner of the following lots in Windridge:

- Lots 1-17, 19, 21, 22, 34, 37, 67, 78, 80-84, 93-96, 102, 109, 112, 115-123, 125-127, 135, 136, 141, 142, and 151-154, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

4. WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW THEREFORE, each Declarant hereby declares that all lots which are owned by each Declarant as described herein

shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, by excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Declarants" shall mean and refer to KCR Corp., a Nebraska corporation, its successors and assigns, and C.S.I., a Nebraska corporation, its successors and assigns.

ARTICLE I  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all lots within Windridge Subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion ("five-year term"), then every lot that is unimproved at the end

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of the five year term shall be subject to a charge of four hundred and fifty dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

All 154 lots in Windridge Subdivision shall be considered in determining whether ninety percent (90%) of the lots within Windridge have been improved within the five year term. Only the 154 lots in Windridge subdivision as mentioned herein shall be considered in determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system for the Windridge Subdivision.

Such charge shall be due and owing immediately upon the expiration of the five year term, and if such charge is not paid within sixty days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

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In witness whereof, the undersigned, being the Declarants herein, have hereunto set its hand and seal this 10 day of JULY, 1986.

DECLARANTS:

C.S.I. KCR CORP.

By [Signature] By [Signature]

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, this 10 day of July, 1986 by Charles G. Smith, President of C.S.I., a Nebraska corporation.

GENERAL NOTARY - State of Nebraska  
LYNN W. WHISTON  
My Comm. Exp. 3/1/88

[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, this 10 day of July, 1986 by Bernard L. Koyen, President of KCR Corp., a Nebraska corporation.

[Signature]  
Notary Public

GENERAL NOTARY - State of Nebraska  
KATHLEEN PEPIN  
My Commission Expires  
Sept. 2, 1988

BK 783 Del 114 N. 89-407 K-P Fee 97.00  
PG 134-137 Indx 114 MC BC  
BE Mead Corp ✓ Comp ICP

RECEIVED  
1986 JUL 28 PM 4:27  
GEORGE J. BURGLENZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

14027  
[Signature]

BOOK 979 PAGE 181

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, THE WINDRIDGE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, the Developer of record of the property legally described and referred to as Parcel "A" below, (the "Property"), for the purpose of providing uniformity in all fences hereafter constructed in Windridge, a subdivision, in Douglas County, Nebraska ("Windridge"), and to preserve the value of all property in Windridge, do hereby amend the protective covenants filed against Windridge, filed and recorded at Book 718, Page 382 of the Douglas County, Nebraska Miscellaneous Records (the "Protective Covenants"), as affecting Parcel "A", as provided herein.

PRELIMINARY STATEMENTS

Parcel "A" is legally described as: Lots 1 through 9, 13, 15, 16, 18, 19, 20, 22, 23 through 92, 96 through 107, 110 through 119, 121 through 150, 152, 153 and 154, in Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

AMENDMENTS

The Protective Covenants of Windridge as affecting Parcel "A" are hereby amended as follows:

1. All fences hereafter constructed along the easterly lot line of Lots 1 through 9, 13, 15, 16 and Lot 154 of Windridge shall be of the following specifications:
  - 6 feet in height at every portion
  - 6 inch wide boards
  - 1 inch thick boards
  - board-on-board
  - red cedar
  - no scallops or other designs
  - indentations as existing in the current fence along the easterly lot lines of said lots
2. All fences hereafter constructed on the Property shall be made substantially of wood materials and shall not be chain link.
3. No freestanding storage shed or tool shed of any type shall be allowed on the Property. This shall prohibit any freestanding permanent or non-permanent structure used for the storage of any property whatsoever. This shall not, however, prohibit the placing or existence of any non-permanent children's playhouse which is used for childhood purposes.

MISCELLANEOUS

BOOK 979 PAGE 182

1. The amendments to the Restrictive Covenants of Windridge shall apply only to improvements constructed after the date hereof and shall not require the removal or replacement of any existing improvements.

2. In case of any conflict between the provisions of this Amendment and the existing Restrictive Covenants and amendments thereto, the provisions of this Amendment shall control.

Dated: 9-20, 1991

THE WINDRIDGE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation

By: [Signature] Title: President

STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )

On this 20th day of Sept, 1991, the foregoing instrument was acknowledged before me by [Signature] as President of THE WINDRIDGE HOMEOWNERS ASSOCIATION, on behalf of the corporation.



[Signature] Notary Public

RECEIVED SEP 23 12 50 PM '91 GEORGE J. BUGLEWICZ REGISTER OF DEEDS DOUGLAS COUNTY, NE

Handwritten notes: 1490, 1917 14, 979, 182, Mis, COMP, F/B, MC-44415, \$50

BOOK 968 PAGE 587

ASSIGNMENT

The undersigned, K.C.R. Corp., a Nebraska corporation, being the "Developer" under the Protective Covenants against Windridge, a subdivision in Douglas County, Nebraska filed and recorded at Book 718, Page 382 of the Douglas County, Nebraska Miscellaneous Real Estate Records, affecting the following described properties:

Lots 1 through 154, inclusive, in Windridge, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby assign and transfer all Developer rights under the Protective Covenants to Construction Sciences, Inc., a Nebraska corporation.

Dated: 2/27, 1991.

K.C.R. Corp., a Nebraska Corporation

\*Lots 108 & 109 Windridge are vacated do not include. Per David Nelson.

By: Bernard L. Koyan  
Bernard L. Koyan President

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

On this 27 day of February, 1991, the foregoing instrument was acknowledged before me by Bernard L. Koyan, President of K.C.R. Corp., a Nebraska corporation, on behalf of the corporation.



Karen K. Killa  
Notary Public

12368 Jan D

RECEIVED

JAN 27 3 55 PM '91  
GEORGE J. BUNCEMIOZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

968 N 27A C/O FEE 8200  
587 N 587 DEL 11 MC 102  
OF MC COMP 84 18 F/B MC-44415

29

BOOK 718 PAGE 382

PROTECTIVE COVENANTS

The undersigned, K.C.R. Corp., a Nebraska Corporation (hereinafter referred to as "Developer"), being the owners of lots one (1) through one hundred fifty-four (154) inclusive, in WINDRIDGE, as subdivision, surveyed, platted and recorded in Douglas County, Nebraska, located in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots one (1) through one hundred fifty-four (154), inclusive, in WINDRIDGE, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No homes shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with 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, sideyards 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 other household pets, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences. 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 the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

- A. Ranches, Split Entries or Split levels (with two finished levels above grade) with two-car attached garages 1300 square feet

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- B. Ranches, Split Entries or Split level (with two finished levels above grade) with two car basement garage 1500 square feet
- C. One and one-half story 1600 square feet  
 1. Main level 1000 square feet  
 2. Upper level 600 square feet
- D. Two-story 2000 square feet
- E. Multi-level (three or more levels finished above grade) 1700 square feet

7. Roofs. All houses shall have wood shake shingle roofs.

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 his 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.

13. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven 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 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.

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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. Written Approval from Developer. No residence, building, fence, wall or other structure shall be started, altered or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the Developer or a committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision Developer's scheme of development, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography and finished ground elevation. Written approval shall be given by the Developer or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.
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 strip of land adjoining the rear and side boundary lines of said lots 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 but 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. 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.

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19. 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.

20. 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 this instrument.

21. Enforcement by Developer. Nothing herein contained shall in any way be construed 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.

22. Assignment by Developer. The rights, powers and responsibilities of the Developer as outlined and contained in this Agreement may be assigned and delegated by K.C.R. Corp.

23. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.

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 just cause.

Dated this \_\_\_\_\_ day of July, 1984

K.C.R. Corp.

By: [Signature]  
President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 10<sup>th</sup> day of July, 1984, the foregoing instrument was acknowledged before me by [Signature] acting on behalf of K.C.R. Corp.

GENERAL NOTARY - State of Nebraska  
MAUREEN F. CAVANAUGH  
My Comm. Exp. Nov. 19, 1985

Notary Public  
[Signature]

RECEIVED  
1984 SEP 12 PM 1:57  
C. HARRIS GASTNER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Book 718  
Page 385  
M.F.C.  
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38 Special

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NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF WINDRIDGE,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by KCR Corp. and C.S.I., hereinafter referred to as the "Declarants."

PRELIMINARY STATEMENT

1. WHEREAS, the Windridge subdivision contains 154 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2. WHEREAS, Declarant KCR Corp. is the owner of the following lots in Windridge:

Lots 23, 27, 31, 32, 35, 43, 46, 48-50, 52-54, 59-62, 73, 79, 90, 97-100, 108, 113, 114, 130-134, and 149, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

3. WHEREAS, Declarant C.S.I. is the owner of the following lots in Windridge:

Lots 1-17, 19, 21, 22, 34, 37, 67, 78, 80-84, 93-96, 102, 109, 112, 115-123, 125-127, 135, 136, 141, 142, and 151-154, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

4. WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW THEREFORE, each Declarant hereby declares that all lots which are owned by each Declarant as described herein

shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, by excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Declarants" shall mean and refer to KCR Corp., a Nebraska corporation, its successors and assigns, and C.S.I., a Nebraska corporation, its successors and assigns.

ARTICLE I  
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all lots within Windridge Subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion ("five-year term"), then every lot that is unimproved at the end

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of the five year term shall be subject to a charge of four hundred and fifty dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

All 154 lots in Windridge Subdivision shall be considered in determining whether ninety percent (90%) of the lots within Windridge have been improved within the five year term. Only the 154 lots in Windridge subdivision as mentioned herein shall be considered in determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system for the Windridge Subdivision.

Such charge shall be due and owing immediately upon the expiration of the five year term, and if such charge is not paid within sixty days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

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In witness whereof, the undersigned, being the Declarants herein, have hereunto set its hand and seal this 10 day of JULY, 1986.

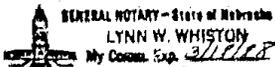
DECLARANTS:

C.S.I. KCR CORP.

By Charles G. Smith By Bernard L. Koyen

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me, this 10 day of July, 1986 by Charles G. Smith, President of C.S.I., a Nebraska corporation.

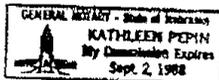


Lynn W. Whiston  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me, this 10 day of July, 1986 by Bernard L. Koyen, President of KCR Corp., a Nebraska corporation.

Kathleen Pepin  
Notary Public



BK 783 Del 114 N. 89-407 KP Fee 97.00  
PG 134-137 Indx 214 89-407 MC BC  
GE Misc Comp K Comp CP

RECEIVED  
1986 JUL 28 PM 4:27  
GEORGE J. BURGESS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

14027 MISC

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AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, THE WINDRIDGE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, the Developer of record of the property legally described and referred to as Parcel "A" below, (the "Property"), for the purpose of providing uniformity in all fences hereafter constructed in Windridge, a subdivision, in Douglas County, Nebraska ("Windridge"), and to preserve the value of all property in Windridge, do hereby amend the Protective Covenants filed against Windridge, filed and recorded at Book 718, Page 382 of the Douglas County, Nebraska Miscellaneous Records (the "Protective Covenants"), as affecting Parcel "A", as provided herein.

PRELIMINARY STATEMENTS

Parcel "A" is legally described as: Lots 1 through 9, 13, 15, 16, 18, 19, 20, 22, 23 through 92, 96 through 107, 110 through 119, 121 through 150, 152, 153 and 154, in Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

AMENDMENTS

The Protective Covenants of Windridge as affecting Parcel "A" are hereby amended as follows:

1. All fences hereafter constructed along the easterly lot line of Lots 1 through 9, 13, 15, 16 and Lot 154 of Windridge shall be of the following specifications:
  - 6 feet in height at every portion
  - 6 inch wide boards
  - 1 inch thick boards
  - board-on-board
  - red cedar
  - no scallops or other designs
  - indentations as existing in the current fence along the easterly lot lines of said lots
2. All fences hereafter constructed on the Property shall be made substantially of wood materials and shall not be chain link.
3. No freestanding storage shed or tool shed of any type shall be allowed on the Property. This shall prohibit any freestanding permanent or non-permanent structure used for the storage of any property whatsoever. This shall not, however, prohibit the placing or existence of any non-permanent children's playhouse which is used for childhood purposes.

MISCELLANEOUS

BOOK 979 PAGE 182

1. The amendments to the Restrictive Covenants of Windridge shall apply only to improvements constructed after the date hereof and shall not require the removal or replacement of any existing improvements.

2. In case of any conflict between the provisions of this Amendment, and the existing Restrictive Covenants and amendments thereto, the provisions of this Amendment shall control.

Dated: 9-20-, 1991

THE WINDRIDGE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation

By: [Signature] Title: President

STATE OF NEBRASKA )
COUNTY OF DOUGLAS ) ss.

On this 20th day of Sept., 1991, the foregoing instrument was acknowledged before me by [Signature], as President of THE WINDRIDGE HOMEOWNERS ASSOCIATION, on behalf of the corporation.



[Signature] Notary Public

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SEP 23 12 50 PM '91
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NE

Handwritten notes: 1917 14, 11/11/91, BX 979, C/O, DEL IN, OF Mis COMP, F/B MC-44415

BOOK 968 PAGE 587

ASSIGNMENT

The undersigned, K.C.R. Corp., a Nebraska corporation, being the "Developer" under the Protective Covenants against Windridge, a subdivision in Douglas County, Nebraska filed and recorded at Book 718, Page 382 of the Douglas County, Nebraska Miscellaneous Real Estate Records, affecting the following described properties:

Lots 1 through 150, inclusive, in Windridge, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby assign and transfer all Developer rights under the Protective Covenants to Construction Sciences, Inc., a Nebraska corporation.

Dated: 2/27, 1991.

K.C.R. Corp., a Nebraska Corporation

\*Lots 108 & 109 Windridge are vacated do not include. Per David Nelson.

By: Bernard L. Koyen  
Bernard L. Koyen President

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

On this 27 day of February, 1991, the foregoing instrument was acknowledged before me by Bernard L. Koyen, President of K.C.R. Corp., a Nebraska corporation, on behalf of the corporation.



Karen K. Killa  
Notary Public

12368 page D

RECEIVED

Jan 27 3 54 PM '91  
GEORGE J. BILKOWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

968 N 27A C/S FEE 82.00  
587 N 137 DEL 1 MC 102  
OF MC COMP 18 F/B MC-44415