



**2023-15300**

08/10/2023 02:46:28 PM

Recording fees paid:

\$58.00

Deb Houghtaling

Pages: 9

COUNTY CLERK/REGISTER OF DEEDS

By: JB

Submitter: MIDWEST TITLE - OMAHA

S-File



AMRC

**THIRD AMENDMENT TO AND RESTATEMENT OF DECLARATION OF  
COVENANTS, EASEMENTS AND RESTRICTIONS OF  
THE ESTATES AT WYNNWOOD, LOTS 1 THROUGH 76,  
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS THIRD AMENDMENT TO AND RESTATEMENT OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF THE ESTATES AT WYNNWOOD is made on the date hereinafter set forth by FRK Development II, LLC, a Nebraska limited liability company, "Declarant".

**RECITALS**

A. On February 8, 2018, a document entitled Declaration of Covenants, Easements and Restrictions for Lots 1 through 36, The Estates at WynnWood, a subdivision in Sarpy County, Nebraska, was recorded by Declarant in the office of the Register of Deeds, Sarpy County, Nebraska, as Instrument No. 2018-02900 (the "Original Declaration").

B. On February 28, 2018, a document entitled First Amendment to the Declaration of Covenants, Easements and Restrictions of The Estates at WynnWood, a Subdivision in Sarpy County, Nebraska (hereinafter the "First Amendment to Declaration") for Lots 1 through 36, The Estates at WynnWood, a subdivision in Sarpy County, Nebraska, was recorded by Declarant in the office of the Register of Deeds, Sarpy County, Nebraska, as Instrument No. 2018-04243.

C. On June 26, 2023, a document entitled Second Amendment to the Declaration of Covenants, Easements and Restrictions of The Estates at WynnWood, Lots 1 Through 75, a Subdivision in Sarpy County, Nebraska (hereinafter the "Second Amendment to Declaration") was recorded by Declarant in the office of the Register of Deeds, Sarpy County, Nebraska, as Instrument No. 2023-11532 (the "Original Declaration" and the "First Amendment to the Declaration" and "Second Amendment to Declaration" are hereinafter together referred to as the "Declaration").

D. Section 3 and 4 of Article III of the Declaration provides that the Declarant has the right to amend the Declaration to add additional residential lots to the Declaration and to make other changes as deemed necessary by the Declarant.

NOW, THEREFORE, Declarant hereby declares that the Declaration should be and hereby is amended and restated by deleting therefrom the Declaration in its entirety and adding in its place and stead the following:

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF THE  
ESTATES AT WYNNWOOD, LOTS 1 THROUGH 76,  
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS DECLARATION is made on the date hereinafter set forth by FRK Development II, LLC, a Nebraska limited liability company, hereinafter referred to as the “Declarant”.

**W I T N E S S E T H:**

WHEREAS, Declarant, as the owner, recorded the Original Declaration on February 8, 2018 as Instrument No. 2018-02900, and recorded the First Amendment to Declaration as Instrument No. 2018-04243, and the recorded the Second Amendment to Declaration as Instrument No. 2023-11532, with the Register of Deeds, Sarpy County, Nebraska, against the following lots:

Lots 1 through 75, The Estates at WynnWood, a subdivision located in Sarpy County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the Declarant is the owner of the following described property:

Lot 76, The Estates at WynnWood, a subdivision located in Sarpy County, Nebraska, as surveyed platted and recorded;

and desires to make such property subject to the covenants, conditions, restrictions and easements hereinafter set forth along with the property described in the above first Whereas paragraph; and

WHEREAS, as a result, Declarant desires to make all of the following described property subject to the covenants, conditions, restrictions and easements set forth herein, which property is described as follows:

Lots 1 through 76, The Estates at WynnWood, a subdivision located in Sarpy County, Nebraska, as surveyed, platted and recorded.

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
RESTRICTIONS AND COVENANTS**

1. The Lots shall be used for residential purposes only. Farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. No swine, goats, or split-hoofed animals shall be kept or maintained on any of the Lots.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, pool house, antenna, satellite receiving stations, dishes, flag poles, solar heating or cooling devices, storage shed, or other external improvement, including landscaping, above or below the ground (hereinafter referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for an Improvement which has been approved by Declarant or Declarant's appointee (the "Plan Reviewer"), as follows:

a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to the Plan Reviewer. Such plans shall include the following: a site plan showing the location of the proposed Improvement; at least four (4) exterior elevations indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material; a floor plan; a foundation plan; a plot plan; a drainage plan; and the location of any septic system. Concurrent with the submission of the plans, the Lot owner shall notify Declarant of the Lot owner's mailing address and pay the Plan Reviewer the then established plan review fee for its plan review which is not refundable. Plans submitted to the Plan Reviewer will not be returned to the Lot owner.

b) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant or the Plan Reviewer in their absolute and sole discretion.

c) Written notice of any approval or disapproval of a proposed Improvement shall be mailed or emailed to the Lot owner at the address specified by such Lot owner upon submission of the plans. If written notice is not mailed or emailed within thirty (30) days after submission of the plans, the proposed Improvement shall be deemed disapproved by Declarant or the Plan Reviewer.

d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant or the Plan Reviewer, or to control, direct or influence the acts of the Declarant or the Plan Reviewer with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the Plan Reviewer by the authority granted to Declarant in this Section 2, or because of any act or failure to act by Declarant with respect to any proposed Improvement.

e) The Declarant shall have the right to terminate the person or entity serving as the Plan Reviewer and appoint another person or entity as the Plan Reviewer.

3. No Lot shall be subdivided.

4. All residences shall be constructed with a garage, for a minimum of two vehicles. Detached garages will be allowed only upon the prior written approval of Declarant or the Plan Reviewer, which approval may be withheld in its sole and absolute discretion. Unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion, front elevations of all concrete or cement block foundation, if exposed, must be faced with brick, stone or other suitable material. All roofing materials shall be at least TAMKO Heritage 25-year shingles, or a similar style or brand of shingles approved in writing by Declarant or the Plan Reviewer, which approval may be withheld in its sole and absolute discretion.

5. Unless otherwise approved in writing by Declarant or the Plan Reviewer, which approval may be withheld in its sole and absolute discretion, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, having a garage for not less than two vehicles, and containing finished living areas, exclusive of basements, porches, breezeways, carports, and garage, at a minimum, all ranch (one story) style homes shall have 1,800 finished square feet of living area on the main floor; all one and one-half story homes shall have at least 2,200 finished square feet of living area above the basement level with at least 1,700 square feet of finished living area on the first floor level, and all two story homes shall have at least 2,300 square feet of finished living area above the basement level with at least 1,300 square feet of living area on the first floor.

Declarant shall have the right to define the terms "one story", "one and one-half story", "two story", and "multi-level" house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

6. All power and telephone service wires shall be buried underground.

7. No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.

8. Any accessory buildings (i) shall be enclosed, with sidewalls not exceeding fifteen (15) feet in height and a total area of not more than two thousand four hundred (2,400) square feet; and (ii) shall be constructed with the same roofing and siding materials as the residential structure. Such accessory buildings may not be constructed until their locations and design have been approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. If accessory buildings are to be used for the shelter of animals, they shall not exceed the necessary size of such shelter.

9. All fences erected and installed on any Lot shall be constructed of wood, wrought iron, or other material approved by Declarant, which approval may be withheld in its sole and absolute discretion. It is the intention of this regulation to prohibit the use for fencing of wire rope, barbed wire, or other materials not approved by Declarant.

10. The subdivision's stormwater drainage system consists of roadside ditches and culverts that run along and under the streets and elsewhere in the subdivision which drains stormwater. The roadside ditches and culverts were professionally designed to handle the stormwater within the subdivision. If the roadside ditches and culverts are not maintained in their original condition, stormwater will back up onto the streets and other property causing erosion and damage. Each Lot Owner is to maintain the roadside ditches and culverts that adjoin such Lot, or go through such Lot, in the condition that existed at the time the subdivision was developed. A Lot Owner shall not fill, disturb, place landscaping material, trees, dams, fences or improvements of any kind within such drainage areas. In the event fill, dirt, landscaping material or other debris is placed within or exists within such drainage areas or culverts, the owner of the adjacent Lot shall immediately remove such material and put such drainage area back into its original condition and maintain it thereafter in the condition that existed upon development of the subdivision. No existing trees or natural terrain shall be disturbed without the prior written approval of Declarant.

11. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage, or accessory building.

12. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment, or any other landscaping product of any kind whatsoever, including, but not limited to, blocks, lumber or crushed stone, shall be stored or permitted to remain outside of a dwelling or suitable storage facility, except when in actual use.

13. Construction of any Improvement must be completed within one (1) year after the date of commencement of excavation or construction of the Improvement. Sufficient sediment control measures, including but not limited to, installation and maintenance of silt fences, straw bale fences, stormwater inlet protections and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Lot owners, or its builder, to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been completely stabilized with respect to soil erosion. The Lot owner shall be solely responsible for the cost of any erosion control measures. The Lot owner shall not materially change the grade or contour of any Lot and shall control the flow of surface water from its Lot so not to interfere with the drainage of any adjoining or downstream Lot.

14. No garden shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants

shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Suitable ground cover, consisting of either sod or native grasses, shall be maintained on those portions of a Lot not formally landscaped in such manner as to prevent erosion by wind or water. Lot owners may plant grass and/or lay sod up to the boundaries of any street or sidewalk, provided that such grass or sod is and remains properly irrigated. All ground cover shall be regularly mowed to a height of not more than twelve (12) inches, unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such Lot.

15. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of such Lot.

16. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

17. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the neighborhood or surrounding Lots.

18. No dwelling house constructed in another area or prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. No outside radio or television antennas, or satellite dishes exceeding twenty four (24) inches in diameter, may be erected on any Lot or portion thereof.

19. No advertising signs or billboards shall be placed, constructed, or erected on any Lot except one sign per Lot advertising the Lot as "For Sale" or identifying the builder of a dwelling on such Lot; nor shall business activities of any kind whatsoever be conducted on any Lot; provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

20. Declarant shall have the right, should it become necessary, to enter upon any Lot in which a completed residence has not yet been constructed for the purpose of mowing and maintaining any such Lot without being classified as a trespasser; provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

21. Unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion, no building or structure shall be erected within fifty (50) feet from the front of the Lot line and all Lots shall have a side yard setback of twenty-five

(25) feet and any street side yard setback of fifty (50) feet and a rear yard setback of twenty-five (25) feet.

**ARTICLE II  
HOMEOWNERS  
ASSOCIATION**

1. The Declarant has formed The Estates at WynnWood Homeowners Association, Inc., a Nebraska non-profit corporation (the "Association").

2. Every owner of a Lot shall be a member of the Association to be established for the purpose of enforcing the Declaration and maintaining the entryway signage, landscaping within the entryway signage, and to perform any other obligation specified herein. The Association shall include all of the Lots in The Estates at WynnWood subdivision as defined in this Declaration. Each lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant hereby reserves to itself and hereby assigns to all Lot Owners the right to enforce this Declaration.

3. The Board of Directors of the Association shall establish annual assessments not to exceed \$100.00 annually per Lot to fund the requirements of the Association, except that the Board of Directors of the Association shall have the right to increase the assessments upon obtaining written approval of 75% of the Lot Owners. The Lots owned by the Declarant are not subject to the assessments. Monies shall be used exclusively by the Association to fulfill the responsibility of the Association as set forth in its Articles of Incorporation, Bylaws, and this Declaration.

4. The regular annual assessments provided herein as to all Lots shall commence the later of the first day of the month following the month during which the dwelling is occupied, or January 1, 2024. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto.

5. The Association has the right to enforce payment pursuant to law.

**ARTICLE III  
GENERAL PROVISIONS**

1. The Lot owners shall have the right to contract for solid waste collection services for the WynnWood Subdivision.

2. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for the Declarant, the Association and any other person or persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent them from so doing or to recover damages for such violation. Failure by Declarant, the Association, or any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to all other rights and remedies granted by this Declaration, the Declarant and the Association shall have the power to

impose reasonable fines against a Lot owner for any violation of this Declaration. Declarant's and the Association's right to issue any fine, or to approve any requested waiver, modification or amendment of this Declaration shall be final and there shall be no right to appeal the Declarant's or the Association's decision.

3. As long as Declarant owns one (1) Lot, this Declaration may be amended or rescinded by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than sixty-five percent (65%) of the Lots covered by this Declaration. This Declaration shall run with and shall bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of sixty-five percent (65%) of the Lots and has been recorded prior to the commencement of any ten (10) year period.

4. Declarant anticipates that additional phases of WynnWood will be developed by Declarant or other developers. From time to time, without the consent or approval of any Lot owner, the Declarant, or its assigns, may expand these Covenants to include additional residential lots which are contiguous to any of the Lots, or which is developed as a phase of the WynnWood Subdivision. Such expansion(s) may be affected from time to time by recordation with the Register of Deeds of Sarpy County, Nebraska, of a Declaration of Covenants, Easements and Restrictions, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"). Upon the recordation of any Subsequent Phase Declaration, the additional lots identified in the Subsequent Phase Declaration shall be included in the "Lots" for purposes of the Covenants.

5. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

(Signature page is next)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, adopts this Third Amendment to and Restatement of Declaration of Covenants, Easements and Restrictions this 10 day of August, 2023.

FRK DEVELOPMENT II, LLC  
Nebraska limited liability company

By: Robert F. Krejci  
Its: Manager

STATE OF NEBRASKA        )  
COUNTY OF DOUGLAS    ) SS.

Before me the undersigned, a notary public, personally came Robert F. Krejci, personally known to me to be the Manager of FRK Development II, LLC, a Nebraska limited liability company, and acknowledged the execution of the above to be his voluntary act and deed on behalf of said company.

WITNESS my hand and notarial seal this 10 day of August, 2023.

Marilyn J. Ellingson  
Notary Public

