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DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
TOWNVIEW TERRACE

THIS DECLARATION, made on the date hereinafter set forth by  
TownView Terrace, Inc., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, which is  
more particularly described as follows:

TownView Terrace, Lots One (1) through Sixteen (16), inclusive,  
being a replat of Lots Five (5) through Eight (8) inclusive, Block  
Two Hundred Fifty-two (252) original City of Omaha, all of Block  
Two Hundred Fifty-nine (259) original City of Omaha; together  
with the East 34.0 feet of 12th Street previously vacated and  
adjoining said Lots and Blocks; together with Lot One (1) and the  
North 26.0 feet of Lot Twenty (20) all in Block Three (3),  
Kountze 3rd Addition to the City of Omaha, all in Douglas Coun-  
ty, Nebraska, and together with vacated alleys adjoining said  
Lots and Blocks and vacated Pierce Street adjoining said Block  
Two Hundred Fifty-two (252) and Two Hundred Fifty-nine (259).

and,

WHEREAS, Declarant will convey the said lots, subject to certain  
protective covenants and restrictions, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the lots  
described above shall be held, sold, and conveyed subject to the following  
restrictions and covenants, all of which are for the purpose of enhancing and  
protecting the value, desirability, and attractiveness of the real property.  
These covenants and restrictions shall run with the real property and shall  
be binding upon all parties having or acquiring any right, title, or interest  
in the described lots or any part thereof, and shall inure to the benefit of  
each owner thereof.

ARTICLE I

USE RESTRICTIONS

A. All lots are hereby restricted to residential use and to structures  
and uses related to the convenience and enjoyment of such residential use,  
provided, however, that model homes constructed by Declarant or its  
successors or assigns for the purpose of displaying and selling homes and  
lots, and for office purposes for such sales, will not be a violation of these  
covenants.

B. No animals, livestock, fowl, or poultry of any kind shall be raised,  
bred, or kept on any lot, except that dogs, cats, or other household pets,  
which shall be limited to two (2) per lot may be kept, provided they are not  
kept, bred, or maintained for any commercial purpose.

C. No advertising signs (except either a "For Rent" or "For Sale" sign  
per lot not exceeding four (4) square feet in area), billboards, unsightly  
objects or nuisances shall be erected, placed, or permitted to remain on any  
lot, nor shall any lots be used in any way for any purpose which may  
endanger the health or unreasonably disturb the Owner of any other lot or  
any resident thereof. Further, no business activities of any kind whatsoever  
shall be conducted in any building, or on any portion of any lot. Provided,  
further, however, the foregoing covenants shall not apply to any business  
activities, signs, and billboards, or the construction and maintenance of  
buildings, if any, of the Declarant, its agents and assigns during the  
construction and sale of residential structures on any of the lots

D. No exterior television, ham radio, or other electronic radio antennae  
or satellite dish of any sort shall be placed, allowed, or maintained upon any

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lot or upon any structure situated upon any lot, unless approved in writing by the hereinafter mentioned Architectural Committee.

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood.

F. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any vehicle offensive to the neighborhood be visibly stored, parked, or abandoned in the neighborhood. All motor vehicles parked in the open must be in operating condition.

G. No boat, camping trailer, snowmobile, auto-drawn trailer of any kind, mobile home, trucks of more than one ton capacity, motorcycle, grading or excavating equipment, or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. Recreational vehicles may be kept on the premises provided they are fully screened from view from fronting street.

H. No field crops shall be grown upon any lot at any time.

I. Vegetable gardens are prohibited on any yards adjoining streets.

J. No awnings or sun screens of any type shall be affixed to any building or structure located on any lot without the written consent of the Architectural Committee.

K. No clothesline or clothes hangers may be constructed or used unless completely concealed within an enclosed patio area.

L. No incinerator or trash burner shall be permitted on any lot. No fuel tank shall be permitted to remain outside of any dwelling. Except on garbage pick-up days, no garbage or trash can shall be permitted outside of any dwelling unless fully screened from view (not visible from street or neighboring lots). No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage are required.

M. No structure of a temporary character, trailer, basement, tent, shack, or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

N. No unused building material, junk, or rubbish shall be left exposed on any lot at any time.

O. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Architectural Committee.

P. Only wood fencing or other type of fencing approved by the architectural committee shall be allowed.

## ARTICLE II

### ARCHITECTURAL CONTROL

A. The Architectural Committee shall originally consist of three persons appointed by Declarant. Said original members need not be residents of TownView Terrace. Upon the resignation, for any reason, of one of the Committee Members, the remaining Members shall promptly appoint a replacement. Until such appointment has been made, the remaining Members shall exercise the Committee's authority. All future Members, other than the original three Members appointed by Declarant, must be property owners in the TownView Terrace Addition.

B. The approval or disapproval of the Architectural Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee Members and

mailed or delivered to the Applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way, the kind of plans and specifications which the Committee will approve for the subject property. Failure of the Committee to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Committee control provisions of these restrictions in regard to said submitted plan.

C. Unless approved in writing by the Architectural Committee, no building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling.

D. No building, fence, landscaping or other structure or improvement, including but not limited to playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees, and shrubs, shall be commended, erected or maintained upon the premises, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until plans and specifications showing the nature, kind and shape, heights, materials, color of paint, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Architectural Committee.

E. The Architectural Committee shall have the right to disapprove any grading or landscaping plans which are not suitable or desirable in the Committee's opinion for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall have the right to take into consideration the suitability of the harmony thereof with the surroundings, the topography of the land, and the effect of the building or other structure or landscaping as planned on the outlook for the adjacent or neighboring property, and if it is in accordance with all of the provisions of this declaration.

### ARTICLE III

#### GENERAL PROVISIONS

A. Enforcement. The Declarant or any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation along with reasonable attorneys' fees and court costs incurred by the party seeking to enforce these covenants. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

B. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and all owners thereof, present and future, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless modified or changed by written approval of the owners of fifty-one percent (51%) or more of the lots subject hereto. This Declaration may be amended by Declarant or its successors as it sees fit for a period of five (5) years from the date hereof. During the initial twenty-five (25) year term, this Declaration may be amended by written instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendments must be recorded in the office of the Register of Deeds of Douglas County, Nebraska.

C. Severability. If any portion of this Declaration shall be invalid, illegal, or inoperative for any reason, the remaining portions hereof shall remain in full force and effect.

EXECUTED this 28 day of April, 1987.

TOWNVIEW TERRACE, INC.  
an Iowa Corporation

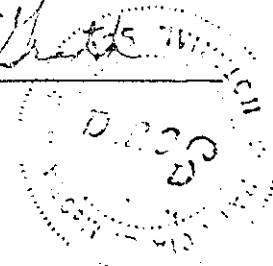
By: Richard R. Knudson, Jr.  
Its: President

By: K. C. Knudson  
Its: Vice President

STATE OF IOWA )  
COUNTY OF POTTAWATTAMIE ) ss.

On this 28 day of April, 1987, before me, the undersigned a Notary Public in and for the state of Iowa personally appeared Richard R. Knudson, Jr. and K. C. Knudson to me personally known who being by me duly sworn, did say that they are the President and Vice President respectively, of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the Corporation; that said instrument was signed on behalf of the Corporation by authority of its Board of Directors; and that Richard R. Knudson, Jr. and K. C. Knudson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Corporation, by it and by them voluntarily executed.

Patricia L. Mitchell  
Notary Public



Commission Expires: 1-3-89

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DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
TOWNVIEW TERRACE

GEORGE J. HELICZ  
REC'D FOR RECORDS  
COUNTY OF NEBR.

THIS DECLARATION, made on the date hereinafter set forth by  
TownView Terrace, Inc., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, which is  
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Two Hundred Fifty-nine (259) original City of Omaha; together  
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Kountze 3rd Addition to the City of Omaha, all in Douglas Coun-  
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restrictions and covenants, all of which are for the purpose of enhancing and  
protecting the value, desirability, and attractiveness of the real property.  
These covenants and restrictions shall run with the real property and shall  
be binding upon all parties having or acquiring any right, title, or interest  
in the described lots or any part thereof, and shall inure to the benefit of  
each owner thereof.

ARTICLE I

USE RESTRICTIONS

A. All lots are hereby restricted to residential use and to structures  
and uses related to the convenience and enjoyment of such residential use,  
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successors or assigns for the purpose of displaying and selling homes and  
lots, and for office purposes for such sales, will not be a violation of these  
covenants.

B. No animals, livestock, fowl, or poultry of any kind shall be raised,  
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which shall be limited to two (2) per lot may be kept, provided they are not  
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### ARTICLE III

#### GENERAL PROVISIONS

A. Enforcement. The Declarant or any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation along with reasonable attorneys' fees and court costs incurred by the party seeking to enforce these covenants. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

B. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and all owners thereof, present and future, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless modified or changed by written approval of the owners of fifty-one percent (51%) or more of the lots subject hereto. This Declaration may be amended by Declarant or its successors as it sees fit for a period of five (5) years from the date hereof. During the initial twenty-five (25) year term, this Declaration may be amended by written instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendments must be recorded in the office of the Register of Deeds of Douglas County, Nebraska.

C. Severability. If any portion of this Declaration shall be invalid, illegal, or inoperative for any reason, the remaining portions hereof shall remain in full force and effect.

EXECUTED this 28 day of April, 1987.

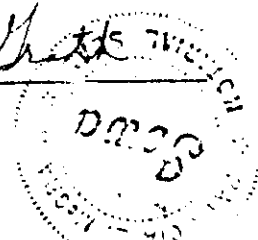
TOWNVIEW TERRACE, INC.  
an Iowa Corporation

By: Richard R. Knudson, Jr.  
Its: President

By: K. C. Knudson  
Its: Vice President

STATE OF IOWA )  
COUNTY OF POTTAWATTAMIE ) ss.

On this 28 day of April, 1987, before me, the undersigned a Notary Public in and for the state of Iowa personally appeared Richard R. Knudson, Jr. and K. C. Knudson to me personally known who being by me duly sworn, did say that they are the President and Vice President respectively, of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the Corporation; that said instrument was signed on behalf of the Corporation by authority of its Board of Directors; and that Richard R. Knudson, Jr. and K. C. Knudson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Corporation, by it and by them voluntarily executed.

Patricia L. Mitchell  
Notary Public  


Commission Expires: 1-3-89





ORDINANCE NO. 3124

AN ORDINANCE vacating Pierce Street from 12th Street to the East right-of-way line of 13th Street, the first East/West alley, 20 feet in width, between Pierce Street and William Street from 12th Street to 13th Street and the second East/West alley, 8 feet in width, between Pierce Street and William Street from 12th Street to 13th Street, and providing the effective date hereof.

WHEREAS, under Section 14-375, Reissue, Revised Statutes of Nebraska, 1943, provides that the City Council may vacate a street or alley without petition upon City Planning Board recommendation; and,

WHEREAS, the Statute further provides that a Committee of Appraisers be appointed to appraise damages, if any, to property affected by the vacation; and,

WHEREAS, Resolution No. 2177 adopted June 30, 1981, appointed Sylvia Wagner and Steve Tomasek and Resolution No. 1948 adopted July 16, 1985 appointed Richard Takechi, respectively, members of the City Council, to assess damages to all property affected by the vacation; and,

WHEREAS, since the land adjacent to the right-of-way is City owned there is no requirement for the Committee to meet and appraise damages resulting from this vacation; and,

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CITY OF LINCOLN  
PLANNING BOARD

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OF Mind Comp COMP KP F/B 0 F

(L)

WHEREAS, the City Council finds there are no damages as a result of this vacation.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. Pierce Street from 12th Street to 13th Street; the first East/West alley, 20 feet in width, between Pierce Street and William Street from 12th Street to 13th Street and the second East/West alley, 8 feet in width, between Pierce Street and William Street from 12th Street to 13th Street abutted by Lots 5 through 7 inclusive, Lot 8 and 34' of vacated 12th Street adjacent, Block 252, Omaha City; Lots 4 through 7 inclusive and Lots 1 and 8 and 34' of vacated 12th Street adjacent, Block 259, Omaha City; and, Lots 1 and 20, Block 3, Kountze's <sup>3rd 8<sup>m</sup></sup> Addition, located in the NE 1/4 Section 27-15-13.

be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Omaha the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers, also the right of the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair or renew and operate now existing or hereafter installed pipes, mains, pole lines, conduits, wires and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times.

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ORDINANCE NO. 31124  
PAGE -3-

BOOK **796** PAGE **743**

Section 2. That this Ordinance shall take effect and be in force fifteen (15) days from and after the date of its passage.

INTRODUCED BY COUNCILMEMBER

Steve N. Jonesek

APPROVED BY:

Michael Boyle 11/21/86  
MAYOR OF THE CITY OF OMAHA DATE

PASSED NOV 18 1986 7-0

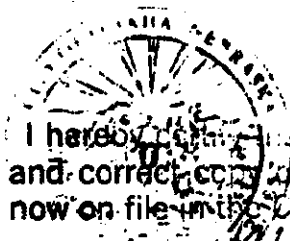
ATTEST:

Mary Kay Rosen  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM:

John J. Johnson  
ASSISTANT CITY ATTORNEY

7147y



I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

Mary Kay Rosen  
BY CITY CLERK

(L)

