

CONSTRUCTION SERVICES, INC.
JIM ECKER

6425 MAPLEWOOD ST
OMAHA, NE 68127

BOOK 1049 PAGE 412

DECLARATION OF
RESTRICTIVE COVENANTS

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 1 through 51 inclusive and Outlot "A", in Tranquility View 3rd Addition, a subdivision in Douglas County, Nebraska.

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 yards 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. 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.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. 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.

I. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

J. CSI, 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.

K. Notwithstanding the provisions of Paragraphs No. "A" and "J", the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

L. 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.

M. 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.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 20th day of DECEMBER, 1992.

Construction Sciences, 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.

Theresa J. Nicoll
Notary Public

NEBRASKA GENERAL NOTARY
THERESA J. NICOLL
MY COMM. EXP.
MAY 26, 1995

RECEIVED

DEC 18 4 16 PM '92

GEORGE J. BUCKLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

CASE 349412 BK 1049 R Comp FV
FEE Nil 412-414 SCAN VK MC JP
FEE 41.00 MP UP MC-38919



1049 412 MISC



34941 92 412-414

THIS PAGE INCLUDED FOR
INDEXING

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JAN 28 10 46 AM '97



RETURN TO

CSI

8425 Madison St
Omaha, NE-68137

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Buyer-Wieler

ENCROACHMENT EASEMENT

Easement located on Lot 17 in favor of Lot 24 in Tranquility View 3rd Add. Subdivision
in Douglas County, Nebraska. Address 4914 North 126 Street

For good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantees, their successors and assigns, a permanent easement for the placement of any improvement including, but not limited to, fences, structures, trees, shrubbery, and driveway, (here and after called "Improvement") over, through, and across the property described in Exhibit "A", attached hereto.

TO HAVE AND TO HOLD the above described easement unto the Grantees, their successors and assigns forever, however, in the event that said Improvement as now constructed is removed or deteriorates into a state of disrepair, said easement shall terminate and be of no further force and effect. Grantees for themselves, their successors and assigns agree that they shall not replace any Improvement so removed and shall, in the event that such Improvement deteriorated into a state of disrepair, remove the same at their sole expense.

All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and insure to the benefit of the Grantor and Grantees herein and to their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this easement to be signed and delivered this 21 day of January 1997.

GRANTOR:
CONSTRUCTION SCIENCES, INC
a Nebraska corporation

By Jacqueline Brower
Jacqueline Brower, Administration Mgr.

GRANTEES:
Abraham Nordh

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public this 21 day of Jan, 1997
by Jacqueline Brower, Administration Manager of Construction Sciences, Inc.



Shawn Behde
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

1036 copy 69-38919
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LEGAL PG SCAN dc EV

Plat and Dedication,
Filed 12-1-92, in Book 1938 at Page 309, Instrument No. _____

Grants a perpetual easement in favor of

- Omaha Public Power District,
- U.S. West Communications
- ~~Northwestern Bell Telephone Company~~
- and any cable company granted a cable television franchise system,
and/or

_____ for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land abutting
all ~~cul-de-sac~~ streets.

Any additional info.

Perm sidewalk Easement 5 feet on Front lot line

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Dated 12-8-92 Filed 12-18-92 in Book 1049 at Page 412, Instrument No. _____

Grants a perpetual easement in favor of

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
and/or

_____ for utility installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No

Any additional info.

Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to Encroachment Easement
Dated 1-21-97 Filed 1-28-97 in Book 1199 at Page 609, Instrument No. _____

Tranquility View 3rd