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CHARLES J. GONDEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
TOWNVIEW TERRACE II

(Commonly known as Pierce Point)

THIS DECLARATION, made on the date hereinafter set forth by the City of Omaha, a municipal corporation, and LL Development Co., Inc., a Nebraska corporation, hereinafter referred to as "Declarants";

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real property, which is more particularly described as follows:

Lots 1-17, inclusive, and Out Lot A, TownView Terrace II, an addition to the City of Omaha, Nebraska, as surveyed, platted and recorded in Douglas County Nebraska,

and,

WHEREAS, Declarants will convey the lots within such described property, subject to certain protective covenants and restrictions, as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare 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 Declarants or their 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. No commercial enterprise or business use shall be

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permitted, except that home offices will be allowed so long as such offices are not open to the public and/or do not involve regular commercial deliveries or traffic.

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 one "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. Nor shall this covenant apply to any permanent sign erected by Declarant, its agents or assigns for the purpose of identifying the subdivision or neighborhood.

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 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 Declarants. Said original members need not be residents of TownView Terrace II Subdivision. 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 Declarants, must be property owners in the TownView Terrace II Subdivision. The original Architectural Committee shall serve until at least twelve (12) lots have been originally occupied by the homeowners purchasing such lots within TownView Terrace II Subdivision. At no time shall the Architectural Review Committee consist of more than five (5) members. Replacement members of the Architectural Review Committee shall be elected by a simple majority of total votes cast by property owners at a meeting called for such purpose. At such meetings, each lot shall be entitled to one corresponding vote. A quorum for such meetings shall be ten (10) votes. Written proxies representing lots or votes shall be allowed.

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 planted, 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 of 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

COMMON AREAS; MAINTENANCE; HOMEOWNERS ASSOCIATION

A. Establishment of Homeowners Association. Five (5) years following the date of recording of these Covenants, Declarants reserve the right, under terms and conditions within its sole discretion (except as otherwise specified herein) to establish a nonprofit corporation or organization to serve as a Homeowners Association for the TownView Terrace II Subdivisions. The primary purpose of the Homeowners Association will be to hold title to any common areas established by Declarants, including Out Lot A as shown on the Subdivision plat, and to thereafter maintain and improve same. The legal form of the Association shall be as determined by Declarants, but each lot within the Subdivision shall be entitled to one vote or one share (as the case may be) in connection with the governance of the Association. The Association shall specifically have the right to make annual assessments against lots in the Subdivision to provide for the maintenance and upkeep of the common areas, provided that such assessments are made equally against each lot within the Subdivision. Unpaid assessments duly levied by the Association shall become liens upon the lots affected and shall be the personal obligations of any Owner of such lot at the time assessments are made. PROVIDED HOWEVER, that the lien of any assessments provided for herein shall always be subordinate and junior to the lien of any first mortgage or Deed of Trust now or hereafter placed against any Lot. PROVIDED FURTHER, that no such assessments shall be made or levied against the City of Omaha or any lots owned by it within the subdivision.

B. Establishment of common areas. Declarants reserve the right for a period not to exceed two (2) years from the date of the filing of these Covenants to establish Out Lot A together with any other lots (or portions of lots) still owned by Declarants after twenty-four (24) months from the date of recording of these Covenants as common area and to deed or otherwise convey same to the Homeowners Association set up in the provisions of this Article.

C. Enforcement of Covenants. Any Homeowners Association established pursuant to the provisions of this Article III shall have the same Covenant enforcement rights under Article IV hereof as would Declarant or any owner of any lot.

D. Merger of Architectural Committee. Should Declarant establish a Homeowners Association as provided for in this Article,

then the Architectural Committee described in Article II hereof shall cease to exist as an independent body and the functions of the Architectural Committee shall be then assumed by the Homeowners Association. The Association shall thereafter exercise architectural control as described in Article II hereof.

ARTICLE IV


GENERAL PROVISIONS

A. Enforcement. Declarants 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 along with reasonable attorneys' fees and court costs incurred by the party seeking to enforce these covenants. Failure by Declarants 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. 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 24th day of September, 1992.

  
Attest, City Clerk  
*[Signature]*

THE CITY OF OMAHA, A Municipal Corporation

By: *P.J. Morgan* 9/24/92  
P.J. Morgan, Mayor



