

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TURTLE CREEK  
LOTS 110 THROUGH 233 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by TURTLE CREEK JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, composed of Rickurt Company, a Nebraska Corporation, and Turtle Creek, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 110 through 233, inclusive, in Turtle Creek a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, 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, and they shall inure to the benefit of each owner thereof.

PART A. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

A-1. 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, nor containing finished living areas, exclusive of portches, breezeways, carports,

and garages of less than the following: A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1,050 square feet. A one and one-half story dwelling house or two story dwelling house shall have a ground floor area of not less than 1,000 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall not have less than 1,050 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

A-2. No lot shall be used except for residential purposes.

A-3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

A-4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-5. Dwellings shall not be moved from outside of Turtle Creek to any lot.

A-6. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles will be permitted outside of garages or on any lot at any time.

A-7. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

A-8. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

A-9. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garage or trash can or container or fuel tank or antenna shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. 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 unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-10. 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 maintained within the dwelling may be kept, ~~provided they are not kept, bred, or maintained for any commercial~~ purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-11. No out building shall be erected, altered, placed or permitted to remain on any lot, unless construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, as stipulated hereinafter.

A-12. 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 for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-13. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted.

A-14. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-15. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be

constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-16. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, flag pole, or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Declarant, or any person, firm corporation, partnership or entity designated in writing by the Declarant, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or 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 provisions of this paragraph.

PART B. EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a five foot strip of land adjoining the rear and side boundary lines of said

lots, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lots lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B-2. All telephone and electric power service lines from property line to dwelling shall be underground.

B-3. A perpetual license and easement has been platted, recorded and granted in favor of the Northern Natural Gas Co., its successors and assigns, to erect and operate, maintain, repair, and renew natural gas transmission pipe lines and other instrumentalities for the carrying and transporting of natural gas for heat and power service under a 50 foot strip of land on the lots legally described as follows:

The easterly 50 feet of Lots 179, 180, 181, 182, 183, 184, 185, 186, 187 and 188, in Turtle Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska,

The westerly 50 feet of Lots 110, 127, 128, 129, 130, 131, 132, 133, 134, 135, 175, 176, 177 and 178 in Turtle Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

The said easement as finally located and platted on Lot 174, in Turtle Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

This Declaration hereby reaffirms and acknowledges said easement to the Northern Natural Gas Co., over the aforementioned lots, and it is further specifically intended herein that no buildings, fences, swimming pools, flag poles, trees, shrubs, bushes, vines, landscaping or any other external improvement, whether buildings or foilage, above or below the surface shall be erected or placed under a 5 foot strip of land adjoining the respective lot lines within the said easements. This 5 foot strip of land may be used only for the planting of sod and small vegetable gardens.

PART C. GENERAL PROVISIONS

C-1. For the purposes of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by 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. 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 thereafter.

C-3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 24th day of January, 1979.

DECLARANT:

TURTLE CREEK JOINT VENTURE, A Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska:

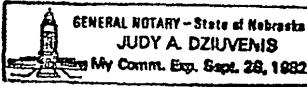
By: TURTLE CREEK, INC. A Nebraska Corporation, Managing Partner

BY: Gene D. Svensen  
Gene D. Svensen, President

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 9th day of July, 1979, before me the undersigned, a Notary Public in and for said County and State, personally came Gene D. Svensen, known to me to be the President of Turtle Creek, Inc., a Nebraska corporation, which corporation is a member of the Turtle Creek Joint Venture, a joint venture organized under and subject to the Uniform Partnership Act of Nebraska, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation as such member of said joint venture, and the voluntary act and deed of said Turtle Creek Joint Venture, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal the day and year last above written.



*Judy A. Dziuvenis*  
Notary Public

*23 Recd.*

RECEIVED  
1979 JUL 11 AM 11:06  
COUNTY CLERK  
REGISTRAR OF DEEDS  
DOUGLAS COUNTY - NEBR.

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