

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARVEY OAKS III

LOTS 245 THROUGH 251, 311 THROUGH 315,
321 THROUGH 347, AND LOT 268 AND LOT 287
FOR HARVEY OAKS III REPLAT
LOTS 363 THROUGH 417, ALL INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by CLC-NISI Joint Venture, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska, composed of Nebraska Investment Services, Inc., a Nebraska corporation, and Creative Land Consultants, Inc. a Nebraska corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 245 through 251, 311 through 315, 321 through 347, and Lot 268 and Lot 287, all in Harvey Oaks III, and Lots 363 through 417, all in Harvey Oaks III Replat, 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 porches, breezeways, carports, and garages

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of less than: 1,200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1,300 square feet shall be required on the ground floor; 1,200 square feet on the ground floor for a one and one-half story house; 1,800 square feet above basement level for a two-story house; 1,550 square feet of living area above ground for a bi-level, tri-level, or a split-level house; and 1,300 square feet of main floor living area for a split-entry house; nor less than 1,000 square feet in the case of a two-story structure, nor having a garage for 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 Harvey Oaks to any lot.

A-6. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations. 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, jeep, 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 garbage or

trash can or container or fuel tank 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 except for the single dog house permitted in A-11.

A-11. 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 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, television antenna, radio antenna, 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