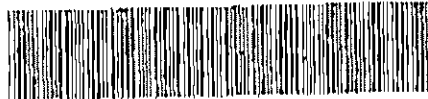


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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 27th day of October, 1999, is by LORRAINE C. SMART, hereinafter referred to as the "Declarant".

Declarant is the owner of certain real property located in Douglas County, Nebraska, which real property will be called Lake View Estates and is legally described as follows:

The South Half of the Northwest Quarter of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter, except one (1) acre in the Southwest corner of said Southwest Quarter of the Southwest Quarter, all in Section 22, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, now known as Lots 1 through 5, Lake View Estates.

Declarant desires to provide for the preservation of the values of Lake View Estates and to this end desires to subject each of the properties in Lake View Estates to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

The Restrictions, Conditions and Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning property or lots in Lake View Estates or claiming under them until January 1, 2024.

If the present or future owners, users or occupants of any of the said Property 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 proceedings at law or in equity against the person violating or attempting to violate any of the covenants, and either to prevent such persons from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Declarant reserves the right to amend this Declaration in whole or in part in her sole and absolute discretion for a period of five years from the date of this Declaration or until all of the Parcels of the Property with Lake View Estates have been sold, whichever of these two events occurs first, and thereafter owners of not less than seventy-five percent (75%) of the Parcels or lots within the Property covered by this Declaration shall be entitled to amend the Declaration.

NOW, THEREFORE, the Declarant, as owner of the entire property covered by this Declaration, hereby declares that the entire property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property:

- 1. **Use of property within development**
 - 1.1 Each Parcel shall be used exclusively for single-family residential purposes.

[Handwritten signature]

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1.2 No residence, building for any other purpose, fence, wall, driveway, patio, patio enclosure, swimming pool, pool residence, antenna, flag pole, solar heating or cooling device, tool or storage shed, windmill, or other external improvement, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Parcel, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

1.2.1 Prior to any construction or grading, an Owner desiring to erect an Improvement shall deliver two sets of construction plans (with at least four (4) exterior elevations, exterior materials, floor and foundation plan), detailed landscaping plans and Plot plans (including location of the septic tank and well) to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description, type, quality, color and use of materials proposed for the exterior of such Improvement. At the same time the Plans are submitted, Owner shall notify the Declarant of the Owner's mailing address.

1.2.2 Declarant shall review such Plans in order to support and maintain the Declarant's intention that the Property shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or reject a proposed improvement shall be exercised by Declarant in a reasonable manner to protect the values, character and residential quality of the entire Property in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed improvement does not conform with this Declaration, does not conform with the topography, or will not protect and enhance the integrity and character of the Property as a quality residential community, Declarant may refuse approval of the proposed improvement.

1.2.3 Written Notice of the approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed approved.

1.2.4 No Parcel owner, or combination of Parcel owners, or other person or persons shall have any right to require any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant herein, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

2. Minimum standards and requirements for homes and structures

2.1 Each parcel within Lake View Estates may contain only one single-family residence which shall conform to the following minimum area requirements:

Design	Minimum Area
One-story ranch-type residence	2,200 sq. ft. of finished living space on the main floor
One and one-half-story residence	2,000 sq. ft. of finished living space on the main floor
Two-story residence	1,800 sq. ft. of finished living space on the main floor
Tri-level, split-entry or split-level residence	2,200 sq. ft. of finished living space above grade

"Finished living space" shall mean the finished living area measured to the exterior of the enclosing walls, and shall not include porches, stoops, breezeways, courtyards, patios, decks, garages or carports, or basements which are seventy-five percent (75%) or more below finished grade on least three (3) sides. The maximum height of the dwelling shall be thirty-three (33) feet above the finished grade. The basement shall not be considered a story if it is seventy-five percent (75%) or more below finished grade on at least three (3) sides. All dwellings shall have attached and enclosed side or rear entry garages which will accommodate a minimum of two (2) automobiles.

2.2 No building or any part thereof, including garages and porches, shall be erected on any Parcel closer than thirty (30) feet to the side yard lot line and closer than seventy (70) feet to the front yard lot line.

2.3 Exposed foundation walls made of concrete or concrete blocks shall be painted. All driveways must be constructed of concrete, asphalt, brick or paving stones or other similar material.

2.4 No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Parcel except one standard real estate "for sale" sign. No Parcel shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Parcel or any resident thereof.

2.5 No exterior television antenna, radio antenna or television satellite dish or disc of any sort shall be permitted on any Parcel; provided, however, that an Owner may place one satellite television receiving dish or disc on each Parcel in a location and manner so it is concealed from sight with the approval of the Declarant. Any unused satellite dish or disc must be removed within six (6) months after cable television hookup is available to the Property.

2.6 Accessory buildings shall be permitted, subject to the provisions hereof regarding **use of property within development**, and shall match the main residence and shall be of construction similar or harmonious with the main structure and shall conform to the overall architectural design of the Parcel.

2.7 The Owner of each Parcel shall be responsible for the upkeep and maintenance of said Parcel prior to and after building completion. No weeds, underbrush, or other unsightly objects shall be permitted to grow or remain on any Parcel. Any pond or area holding water shall be maintained by the owner so that the same does not cause odors or act as a breeding area for insects.

2.8 No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Parcel at any time; nor shall unused vehicles or vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Parcel. No unused building material, junk or rubbish shall be left exposed on the Parcel except during actual construction, and then only in as neat and inconspicuous a manner as possible.

2.9 No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Parcel (other than in an enclosed structure) for more than ten (10) days within a calendar year. No motor vehicle may be parked or stored outside on any Parcel, except vehicles driven on a regular basis by the occupants of the dwelling located on such Parcel. No grading or excavating equipment, tractor, semi-tractor or trailer shall be stored, parked, kept or maintained in any yards, driveways or streets or on any Parcel.

2.10 No incinerator or trash burner shall be permitted on any Parcel. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable

storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Parcel except for pickup purposes.

2.11 All fences shall be approved by the Declarant before construction is commenced.

2.12 Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation.

2.13 All utility service lines shall be underground.

2.14 No Parcel may be divided into two or more sub-Parcels, and no Parcel may contain more than one residence.

2.15 No fewer than 20 ornamental, deciduous or conifer trees must be planted on each Parcel in front of the front building line of any residence within one (1) year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary. No existing tree of three inches in diameter or more may be cut or removed without the prior written consent of the Declarant.

2.16 Any and all livestock maintained on premises shall be kept in accordance with the Municipal Ordinances of the City of Omaha; provided, that up to four horses may be maintained on each Parcel. Poultry and swine shall not be permitted on any Parcel. Cats, dogs and horses may be kept provided that they are not raised, bred or maintained for any commercial purpose.

2.17 No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any Parcel.

3. Easements

3.1 Easements shall be granted to the appropriate utility companies after road improvements are made and when gas, water, sewer and other utilities become available to the Property.

4. General Provisions

4.1 Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Parcel shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages arising from 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.

4.2 The covenants and restrictions of this Declaration shall run with the land and shall be binding until January 1, 2024. Unless amended or modified by the owners of seventy-five percent (75%) of the Parcels, this Declaration shall remain in force thereafter for three (3) additional periods of ten (10) years. 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 which they may determine in their sole and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended or modified by an instrument signed by the owners of not less than seventy-five (75%) of the Parcels covered by this Declaration.

4.3 By the written consent of the Declarant for a period of five (5) years from the date hereof, any of the covenants, conditions, restrictions, and easements may be waived, modified or amended for any Parcel, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in her sole and absolute discretion. Declarant's decision on any requested waiver, modification or amendment shall be final

and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted herein, or as a result of failure to act by Declarant with respect to any requested waiver, modification or amendment.

4.4 Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

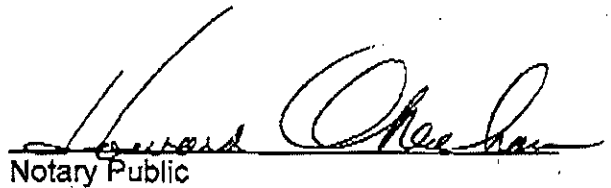
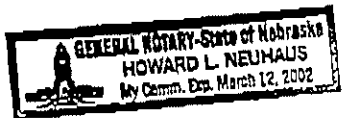
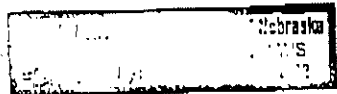
Executed at Omaha, Nebraska, this 27th day of October, 1998, by Lorraine C. Smart, the Declarant.



Lorraine C. Smart

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The above and foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 27th day of October, 1998, by Lorraine C. Smart, Declarant.


Notary Public