

DECLARATION OF
COVENANTS AND RESTRICTIONS

This Declaration, made this 5th day of November, 1976,
by Terra Linda Development, Inc., hereinafter referred to as
"Developer";

W I T N E S S E T H

Whereas Developer is the owner of the real property des-
cribed as:

Lots One (1) through Twenty-Two (22) in Terra Linda
Estates, a subdivision in Douglas County, Nebraska,
as surveyed, platted and recorded.

Whereas, the Developer desires to provide for the preser-
vation of the values and amenities in said community; and to this
end, desires to subject the real property described above to the
covenants, restrictions and easements hereinafter set forth, each
and all of which is and are for the benefit of said property and
each owner thereof;

NOW THEREFORE, the Developer declares that the real pro-
perty described above shall be held, transferred, sold, conveyed
and occupied subject to the covenants, restrictions, easements,
charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declara-
tion or any Supplemental Declaration (unless the context shall
prohibit) shall have the following meanings:

a. "The Properties" shall mean and refer to
all such properties as are subject to this Declaration
or any Supplemental Declaration under the provisions of
Article II hereof.

b. "Lot" shall mean and refer to any plot of
land shown upon any recorded subdivision map of The
Properties.

c. "Main Dwelling" or "Dwelling" shall mean and
refer to any portion of a building situated upon The

Properties designed and intended for use and occupancy as a residence by a single family.

d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

e. "Developer" shall mean and refer to the person who developed the property, Terra Linda Development, Inc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described as:

Lots One (1) through Twenty-Two (22) in Terra Linda Estates, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

ARTICLE III

GENERAL PROVISIONS

Section 1. The Properties shall be used only for single family residence property, schools or churches.

Section 2. Except for such Lot or Lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations and this Declaration, no single-family residence Lot, hereinafter will be occupied or used for other than single-family residential purposes and no Lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each Lot.

Section 3. No Lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size unless such lot split on subdivision has been approved in writing by the undersigned. The undersigned hereby establishes the policy that it will consent to only one subdivision of any platted lot and that it will not approve a parcel

of less than twenty thousand (20,000) square foot as a buildable parcel.

Section 4. The structure or associated structures comprising a single-family residence as described in Section 2 above shall consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

a. The ground floor enclosed area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Three Hundred (1,300) square feet of finished floor space on the main living area.

b. The ground floor enclosed area of every two-story or one and one-half story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than Nine Hundred (900) square feet and the first floor and other floors combined shall be not less than One Thousand Four Hundred (1,400) square feet of finished floor area.

c. The ground floor enclosed area of every split-level type of dwelling with the garage built under the dwelling, shall have combined ground floor area including the floor area above the garage, exclusive of open porches, open breezeways, basements and garages, of not less than Nine Hundred (900) square feet and the ground floor area and other floors combined shall be not less than One Thousand Four Hundred (1,400) square feet of finished floor area.

d. Any dwelling, garage or building shall be constructed a minimum of fifty (50) feet from the front lot line.

e. All dwellings shall have attached or detached enclosed garages of not less than Four Hundred and Fifty (450) square feet. The enclosed garage shall have a minimum of two stalls with each stall being so structured as to allow ease of ingress and egress of a standard size automobile into each stall simultaneously. All garages must be constructed to conform to the general appearance, composition and design of the main building.

f. Any detached outbuilding, stable or other building constructed must conform to the general appearance, composition and design of the main building or

dwelling. No such outbuilding, stable or building shall be constructed between the front house line and the front property line. Any stable need be built at least fifty (50) feet from all property lines and may not be constructed closer to an adjoining lot owner's house than it is to the owner's own house. Any such construction must comply with all applicable governmental zoning regulations and minimum set-back requirements.

g. No dwelling, garage or building shall be built, altered, constructed or maintained, on any Lot unless same shall conform to the restrictions and covenants of this Declaration and unless the Owner thereof shall have obtained the express written approval for such construction from the Developer or his legally designated representative. Any construction shall conform to the general appearance, exterior color or colors, harmony or external design and location in relation to surroundings and topography and other relevant architectural factors, location within Lot boundary lines, quality of construction, size and suitability for residential purposes of such single-family residence.

Prior to any construction or grading on residential lots, the Owner must first submit construction plans to the Developer and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines and diagram for the septic system. Plans will not be returned to the Owner. Within thirty (30) days after receipt of said plans, the Developer shall either notify the Owner in writing of its approval of plans or of disapproval with reasons therefor, but if undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved, provided that said request shall have been sent by certified mail to the Developer.

h. No form of concrete block shall be allowed for facing on the front of any dwelling.

i. No fence of any type shall be constructed between the front house line and front property line or along the front property line.

j. No dwelling shall exceed two and one-half (2-1/2) stories nor thirty-five (35) feet in height and no permitted structure shall exceed sixty-five (65) feet in height.

k. No structure may be constructed closer than fifty (50) feet to its rear property line. No structure shall be erected closer than twenty (20) feet to its side lot line.

l. Each dwelling constructed shall have a hard surface driveway of a minimum width of twelve (12) feet and said driveway shall be constructed of either asphalt or concrete. The driveway shall be installed at the time of the construction of the dwelling.

m. Provided the provisions of Article III Section 4(f) and (g) above are met, two (2) external buildings will be allowed. The maximum building size will be two (2) stories, matching the motif and design of the single-family unit and will not be larger than One Thousand Two Hundred (1,200) square feet.

n. No substantial landscaping, antenna, ditch, fence, pool, tennis court, wall, or other structure or associated structures, in any location within public view, will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any Lot unless same shall conform to the restrictions and covenants of the Declaration and unless the Owner thereof shall have obtained express written approval from the Developer or its legally designated representative as to general appearance, composition, design, exterior color or colors, and suitability for residential purposes.

Section 5. After commencement thereof, all approved or permitted construction on any Lot will be as diligently as practicable prosecuted to completion and no approved or permitted construction will be maintained on any Lot in uncompleted or unfinished conditions for more than twelve (12) months after such approval is obtained.

ARTICLE IV

COMMON SCHEME RESTRICTIONS

Section 1. The following restrictions are imposed upon The Properties for the benefit of each other Lot and may be enforced by an Owner or by the Developer.

a. No garbage, refuse, rubbish or cuttings shall be deposited on any street or road and not on any Lot unless placed in a suitable container. Any such container must be stored or maintained in an enclosed

structure or the garage so as not to be in public view. No exterior burner or incinerator for garbage, trash or other refuse shall be maintained on any lot.

b. No building material of any kind or character shall be placed upon any Lot, except in connection with construction approved per Article III of this Declaration. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted. Upon completion of the construction, debris must be removed from the area.

c. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

d. No driveway will be constructed or maintained in any way that will cause erosion or water damage to formal constructive roadways throughout the Terra Linda Estates subdivision.

e. Except during approved or permitted construction pursuant to Article III of this Declaration, no used or previously erected or temporary house, mobile home, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot within The Properties for more than seven (7) days within any calendar year. For these purposes, mobile home shall mean a living quarters capable of being moved on its own wheels but not capable of being propelled by a self-contained engine.

f. With the exception of two chattels, whether they be boats, campers, tractors, utility trailers or a combination thereof, which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. The two or fewer unenclosed chattels shall be stored to the rear of the lot and behind the residence.

g. No automobile, motor cycle, truck or other vehicle shall be repaired, dismantled, or stored on any Lot except in an enclosed structure.

h. No advertising sign or other poster shall be maintained on any Lot except that a sign belonging to a Declarant as Owner advertising his Lot for sale may be maintained provided that said sign is not larger than four (4) square feet.

i. With the exception of one horse per family and one dog and one cat of the customary household variety, no animals, livestock, birds, poultry or other creatures may be bred, kept or maintained on any Lot. Prior to maintaining a horse on a Lot, the Owner must obtain a conditional use permit from the Douglas County Board of Adjustment.

j. No excess or unused building material or materials will be kept, stored or otherwise maintained on any Lot in a location within public view, other than for use on uses connected and terminating with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot.

k. The Owner of each Lot shall keep said Lot or Lots free from weeds and debris.

l. No garden or field crops shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The Owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all Lots in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the Owner's expense.

m. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

ARTICLE V

EASEMENTS FOR PUBLIC UTILITIES

Section 1. A perpetual license and easement is hereby reserved for the benefit of the various public utility services, their successors and assigns, over, upon and below a five (5) foot strip of land adjoining the rear, side and front boundary lines of each Lot to locate, erect, construct, reconstruct, inspect and maintain sanitary sewers, storm sewers, drains, gas and water mains and lines, electric lines, telephone lines, television antenna lines and other utilities necessary for this subdivision. The parties to whose benefit this reservation may run may enter upon said easement area without the consent of the then record Owner of said property, at any time, in order to locate, erect, construct, reconstruct, inspect and maintain the above described improvements. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of a utility easement or right of way which may damage or interfere with the use of the easement.

Section 2. A perpetual easement is hereby granted to the Omaha Public Power District to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land five (5) feet in width on each side yard line and each front yard line and a ten (10) foot wide easement across the rear lot line of each Lot described on Page One of this Declaration of Covenants and Restrictions.

No permanent buildings, trees, fences, pavements, retaining walls, loose rock walls or similar improvements shall be grown, built or maintained within the area of the utility easement or right of way which may damage or interfere with the use of the easement.

ARTICLE VI

DURATION

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded through December 31, 1995, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of two-thirds of the Lots has been recorded prior to the commencement of any ten year period.

ARTICLE VII

AMENDMENTS

Section 1. These covenants and restrictions may be amended during the first nineteen (19) years from the date of the recordation of this Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

ARTICLE VIII

ENFORCEMENT

Section 1. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. However, nothing herein contained in this Declaration shall in any way be construed as imposing upon the Developer or Owners any liability obligation or requirement to enforce this instrument or any of the provisions contained herein.

ARTICLE IX

SEVERABILITY

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. The invalidity of any one of these covenants or restrictions, or inapplicability hereof as to any Lot encompassed within these covenants, by judgment or Court order shall in no way effect the validity of the covenants and restrictions remaining or their applicability as to the Lots remaining subject hereto.

ARTICLE X

ASSIGNMENT

Section 1. The rights, powers and responsibilities of the Developer as outlined and contained in this Declaration may be assigned and delegated by the Developer to an Architectural Control Committee of three or more representatives appointed by the Developer.



Section 2. If the Developer assigns and delegates its duties under this Declaration to an Architectural Control Committee, then the Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within The Properties conform to and harmonize with existing surroundings and structures pursuant to this Declaration.

Section 3. The Developer or the Architectural Control Committee shall approve or disapprove all plans and requests within sixty (60) days after submission. In the event the Developer or the Architectural Control Committee fails to take any action within sixty (60) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with provided that said request shall have been sent by certified mail to the Developer or the Architectural Control Committee.

Section 4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

Section 5. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 6. The Developer or the Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within The Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

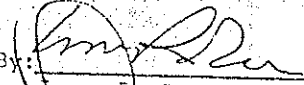
ARTICLE XI
MODIFICATION

Section 1. The Developer or its assignee, the Architectural Control Committee, shall have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot or any covenant or easement granted to it.

IN WITNESS WHEREOF, the undersigned, being the Developer and Owners of real estate described herein, have executed these covenants the day and year first above written.

OWNER/DEVELOPER:

TERRA LINDA DEVELOPMENT, INC.

By: 
James R. Irwin, President

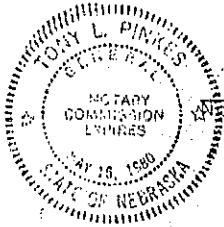


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STATE OF NEBRASKA }
 } SS.
COUNTY OF DOUGLAS }

On this 5TH day of NOVEMBER, 1976, before me, a Notary Public duly commissioned and qualified in and for said County, personally came James R. Irwin, of Terra Linda Development, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



Tony L. Pinkes
Notary Public

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