

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE VIEW, an Addition to the City of Omaha,  
Douglas County, Nebraska as  
surveyed, platted and recorded

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This DECLARATION made on the date hereinafter set forth  
by

THE VIEW DEVELOPMENT CORPORATION, a Nebraska  
corporation, hereinafter referred to as  
"Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the following des-  
cribed real property located in Douglas County, Nebraska, to-wit:

Lots 1 through 63, inclusive, The View, an  
Addition to the City of Omaha, Douglas  
County, Nebraska, as surveyed, platted and  
recorded, and

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

NOW, THEREFORE, the Declarant does hereby declare 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, and which shall run with the said real property above  
described, and shall be binding upon all parties having or  
acquiring any right, title or interest in the above described  
lots, or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof as herein-  
after provided.

1. The covenants and restrictions of this Declaration  
shall run with and bind the above described real property for a  
term of 20 years from the date this Declaration is recorded, and  
said covenants shall thereafter be automatically extended for  
successive periods of ten years unless by written agreement of  
90% of the then owners of the said lots, it is agreed to change  
said covenants and restrictions in whole or in part, said agree-  
ment to be executed and recorded in the manner provided by law  
for the conveyance of real estate.

2. Invalidation of any one of the covenants herein-  
after set forth by judgment or court order shall in no way affect  
any of the other covenants herein set forth, all of which shall  
remain in full force and effect.

3. Lots included within the above described real  
property shall be used only for residential purposes and shall  
be designated and classified as follows:

3.1 Category A Lots: Lot 29, and Lots 48 through 63;

3.2 Category B Lots: Lots 1 through 28 and Lots 30  
through 47.

4. No building shall be constructed, created, altered, placed or permitted to remain on any Category A Lot other than one detached single-family dwelling not to exceed two stories in height, containing finished living areas, exclusive of porches, breezeways, carports and garages, in accordance with the following:

4.1 A one-story dwelling house shall have a first or main floor area of not less than 1,200 square feet.

4.2 A one and one-half story dwelling house or two story dwelling house shall have a main or first floor area of not less than 1,000 square feet and a total area of not less than 1,600 square feet.

4.3 Dwelling houses constructed on a split-entry ranch plan or split-level plan shall have not less than 1,200 square feet on the main living floor level exclusive of porches or attached garages.

4.4 Each dwelling house shall have an attached garage of a size suitable to hold not less than two automobiles.

5. No building shall be constructed, created, altered, placed or permitted to remain on any Category B Lot other than one detached single-family dwelling not to exceed two stories in height, containing finished living areas, exclusive of porches, breezeways, carports and garages, in accordance with the following:

5.1 A one-story dwelling house shall have a first or main floor area of not less than 1,400 square feet.

5.2 A one and one-half story dwelling house or two story dwelling house shall have a main or first floor area of not less than 1,200 square feet and a total area of not less than 2,000 square feet.

5.3 Dwelling houses constructed on a split-entry ranch plan or split-level plan shall have not less than 1,400 square feet on the main living floor level exclusive of porches or attached garages.

5.4 Each dwelling house shall have an attached garage of a size suitable to hold not less than two automobiles.

6. Sufficient driveway shall be constructed to allow parking for two vehicles entirely within the lot boundaries and outside the garage.

7. No obnoxious 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.

8. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, upon any lot at any time as a residence, either temporarily or permanently; no dwelling constructed in any other location shall be moved to or upon any lot within the addition.

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 or 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 exist from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella type clothesline per lot.

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.

11. No outbuilding shall be erected, altered, placed or permitted to remain on any lot.

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 "For Sale" or "For Rent" signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or for rent.

13. Exposed portions of the foundation facing any street shall be covered with clay-fired brick or stone. Exposed portions of fireplace chimneys must be covered with clay-fired brick, stone or stucco in its natural form. Adobe brick or brick block shall not be used.

14. The roof on every dwelling within the addition shall be constructed of wood shingles.

15. Fences shall not be located on any lot nearer to the street than the structure located on said lot.

16. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances. All structures, including driveways, sidewalks and patios placed upon the lots shall conform to the zoning and building code requirements of the City of Omaha.

17. Portland cement concrete public sidewalks four feet wide by a minimum of 4 inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalk shall be placed four feet back of the street curbline.

18. Upon completion of the construction of any dwelling house or building on any of the lots within the addition, the construction debris shall be promptly removed to a location outside of the addition and each lot, vacant or improved, shall at all times be free from weeds and debris. The entire yard area of every lot, front, rear and side, shall be sodded.

19. No outside radio, television, ham broadcasting or other electronic antenna or aerial shall be erected or placed on any structure or on any lot unless placed in the attic of the house or in any other place in the house where it will be concealed from public view from any side of the dwelling.

20. Construction of each dwelling or structure must be completed within one year after excavation for footings.

21. All trailers, boats, trucks and other recreational or business vehicles shall be stored in enclosed structures and shall not at any time be parked or stored on driveways or on the public streets.

22. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company their successor and assigns, to erect, operate, maintain, repair and renew underground conduit

and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message services over, upon and below a five foot strip of land adjoining the rear and side boundary lines of each of the said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said lot lines within 24 months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacing them within 60 days after their removal, such side lot easements shall automatically terminate as to such unused or abandoned easement ways.

23. If the present or future owners, users or occupants of any said lots shall violate or attempt to violate any of the covenants or restrictions set forth herein, it shall be lawful for any other person or persons owning any other lots included within the said addition to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from so doing or to recover damages for such violation.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions this 13<sup>th</sup> day of September, 1980.

THE VIEW DEVELOPMENT CORPORATION

By Donald L. Sempek  
Its President

ATTEST:

[Signature]  
Secretary

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of NOVEMBER, 1980, by Donald L. Sempek, President of The View Development Corporation, a Nebraska corporation, on behalf of the corporation.

[Signature]  
Notary Public

GENERAL NOTARY - State of Nebraska  
RUTH H. KEENEALY  
My Comm. Exp. May 9, 1984.

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C. HAROLD OSTLER  
REGISTRAR OF DEEDS  
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