



BK 0896 PG 327



MISC 1989 13881

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The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots 1 thru 126, Tranquility View Replat, as surveyed, platted and recorded in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used by single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

D. No junk cars or unlicensed motor vehicles of any kind, or trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Fences may not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. Portland concrete public sidewalks, four feet wide shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

F. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be ammended if the governing body of the City of Omaha shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designed in designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 7th day of August, 1989.

DECLARANT:

CONSTRUCTION SCIENCES, INC.

BY: [Signature]

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Attest: [Signature]

STATE OF NEBRASKA) ss. County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, personally came JOSEPH F. CRNKOVICH, Secretary of CONSTRUCTION SCIENCES, INC., to me personally known to be the identical person whose name is affixed to the above Restrictive Covenants, and acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of CONSTRUCTION SCIENCES, INC.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

[Signature] Notary Public

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