

CSI  
4031M ECKER  
8425 MADISON  
OMAHA, NE 68127

## DECLARATION OF RESTRICTIVE COVENANTS

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 through 42 inclusive and Outlot "A", in Tranquility View 4th Addition, a subdivision in Douglas County, Nebraska.

If the present or future owners of any 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 violations.

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

A. Said lots shall be used only for 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 lot 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 outbuildings 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.

D. 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.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards 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.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be 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 house.

G. 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.

H. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

I. CSI, its successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

J. Notwithstanding the provisions of Paragraphs No. "A" and "I", the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.


K. 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 designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

L. If a fence is constructed on the subject lots; the owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs, banners, or any such thing on the fence, and repair of and replace the same with the same style and equal quality fence when and if reasonably necessary.

M. Nothing herein contained shall in any way be constructed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 16th day of AUGUST, 1994.

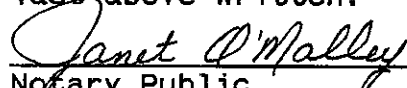
Construction Sciences, Inc., a Nebraska Corporation

  
by Joseph Srnkovich, Secretary

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 known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.

  
Notary Public

NEBRASKA GENERAL NOTARY  
JANET O'MALLEY  
MY COMM. EXP.  
JULY 26, 1998

**RECEIVED**  
Aug 17 8 48 AM '94  
GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE  
**NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS**

9827 MC-38921  
M FEE 30.50 R  FB  
DEL. C/O  COMP   
LEGAL PG 124 SCAN  FV



1127 124 MISC



09827 94 124-125



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1127 124 MISC



09827 94 124-125

CASH 8563 BK 1955 R 76  
 TYPE PLD PG 204 COMP XX SCAN KV  
 YES 450 OF 411 INCL PG NO FILE MC-3892 RECEIVED  
MC-39601-001

JUN 14 11 12 AM '93  
 GEORGE L. ...  
 REGISTER ...  
 DOUGLAS COUNTY, NE

# TRANQUILITY VIEW 4TH ADDITION

LOTS 1 THRU 42 INCLUSIVE & OUTLOT "A"  
 BEING A REPLAT OF PART OF LOTS 8 AND 9, PARK VIEW HEIGHTS  
 A SUBDIVISION LOCATED IN THE W1/2 OF SECTION 6, T15N, R1  
 OF THE SIXTH P.M., DOUGLAS COUNTY, NEBRASKA

## CENTERLINE CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	CHORD CURVE DISTANCE	CHORD CURVE BEARING
1+00.00	N00°00'00"E	0.00	0.00	N00°00'00"E
1+00.00	N00°00'00"E	0.00	0.00	N00°00'00"E
1+00.00	N00°00'00"E	0.00	0.00	N00°00'00"E
1+00.00	N00°00'00"E	0.00	0.00	N00°00'00"E
1+00.00	N00°00'00"E	0.00	0.00	N00°00'00"E

BOOK 1955 PAGE 204

APPROVAL OF CITY ENGINEER OF CHARGE  
 I hereby approve this plat of TRANQUILITY VIEW 4TH ADDITION (Lots 1 thru 42 inclusive & Outlot "A") as to the Design Standards of the City of Omaha, Nebraska, 1992.

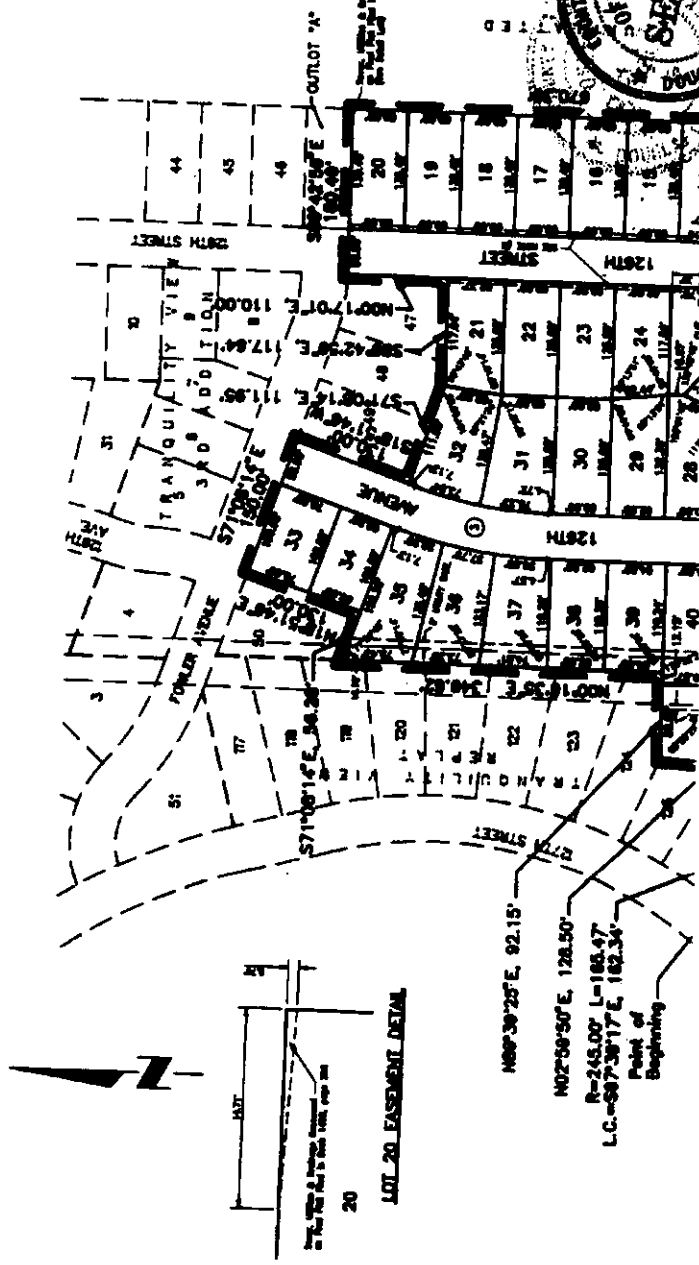
*George L. ...*

I hereby certify that adequate provisions have been made for the drainage of the lots shown on this plat in accordance with Chapter 21 of the Omaha Municipal Code.

*Raymond ...*

APPROVAL OF ORDER CITY PLANNING BOARD  
 This plat of TRANQUILITY VIEW 4TH ADDITION (Lots 1 thru 42 inclusive & Outlot "A") was approved by the City Planning Board on this date (Month, Day, Year) 1992.

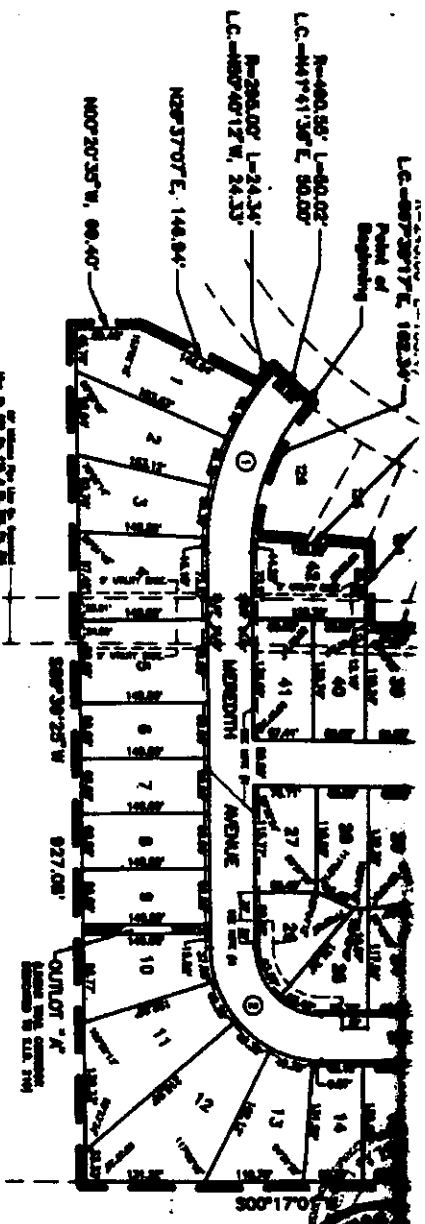
*Robert P. ...*



This is to be certified that I find no irregularities or objections to the accuracy of the description of the lots shown on this plat.







PARK VIEW HEIGHTS REPLAT

BOOK 1955 PAGE 206

- NOTES:**
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
  2. A PERPETUAL FIVE FOOT (5') WIDE PEDESTRIAN SIDEWALK EASEMENT IS HEREBY GRANTED TO THE PUBLIC FOR PUBLIC USE ADJUTING THE FRONT LOT LINES IN LOTS 1 THRU 28 INCLUDING LOT 42 AND OUTLOT 'X', AND THE STREET SIDE LOT LINES IN LOTS 27 AND 41.
  3. A PERMANENT 20 FOOT (20') WIDE SITE DISTANCE EASEMENT IS HEREBY GRANTED TO DALLAS COUNTY SLD, NO. 219 IN LOTS 25 AND 26. NO APPROPRIATIONS OR VEGETATION EXCEEDING A HEIGHT OF 18 INCHES MAY BE PLACED WITHIN SAID EASEMENT.
  4. ALL LOT LINES ARE ROUNDED TO CURVED STREETS UNLESS SHOWN AS NONROUNDED (N.R.).

OMAHA CITY COUNCIL NOTIFICATION

This plat of PARANQUILITY VIEW 4TH ADDITION (lots numbered as shown) was approved by the City Council of Omaha on this 27 day of March, 1953.

BY: *[Signature]*  
 ATTORNEY AT LAW  
 CITY CLERK  
 PRESIDENT OF COUNCIL

STATE OF NEBRASKA) ss  
 COUNTY OF DOUGLAS)

On this 23 day of SEP 1953, before me, the Notary Public in and for said County, personally met, present and of competent age, name, sex, and residence as set forth in the foregoing plat and acknowledged the contents of said plat and deed as such officer in said work written by hand and personal seal the day and year written.

*[Signature]*  
 Notary Public

STATE OF NEBRASKA) ss  
 COUNTY OF DOUGLAS)

On this 23 day of SEP 1953, before me, the Notary Public in and for said County, personally met, present and of competent age, name, sex, and residence as set forth in the foregoing plat and deed as such officer in said work written by hand and personal seal the day and year written.

*[Signature]*  
 Notary Public

STATE OF NEBRASKA) ss  
 COUNTY OF DOUGLAS)

On this 23 day of SEP 1953, before me, the Notary Public in and for said County, personally met, present and of competent age, name, sex, and residence as set forth in the foregoing plat and deed as such officer in said work written by hand and personal seal the day and year written.

*[Signature]*  
 Notary Public



Tranquility View 4<sup>th</sup> addition

Plat and Dedication

Filed 7-14-93, in Book 1955 at Page 204, Instrument No. \_\_\_\_\_

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

\_\_\_\_\_ for utility, installation and maintenance

- on, over, through, under and across
- or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

except 4,5 & 42 to. void pipeline easement

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of Omaha for utility, installation and maintenance on, through, under and across a 5 foot wide strip of land abutting all cul-de-sac streets.

Any additional info,

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

- Declaration of Covenants, Conditions, Restrictions and Easements,
- Restrictive Covenants
- Protective Covenants
- or

Filed 8-17-94, in Book 1127 at Page 124, Instrument No. \_\_\_\_\_

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

\_\_\_\_\_ for utility, installation and maintenance

- on, over, through, under and across
- or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility, installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Archaeological Control

\*\*\*\*\*

Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_