

SAID
SET TO

BOOK 642 PAGE 305

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

Fee Paid
Index
Comped
33-16-12
33-16-12

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 unless completely screened from view

ge
tc
be
ur

s
o
k
c

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.

FIRST AMENDMENT TO DECLARATION

FOR THE VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This First Amendment to Declaration is made on the date hereinafter set forth by more than 90% of the owners of the lots in The View, as of the date hereof.

Preliminary Statement

By Declaration of Covenants, Conditions and Restrictions for The View, an addition to the city of Omaha, Douglas County, Nebraska as surveyed, platted and recorded, dated November 18, 1980 and recorded at Book 642, Page 305-308, inclusive, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (herein referred to as the "Declaration"), the declarant therein subjected the following described lots to restrictions, covenants, conditions and easements:

Lots 1 thru 63, The View, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Article 14 of the Declaration provides as follows:

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

The undersigned owners do hereby substitute, amend and restate the Declaration in the following particulars only.

1. The owners do hereby restate and substitute for Article 14 the following amendment:

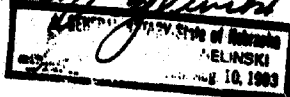
The roof of every dwelling within the addition shall be constructed of western red cedar shingles or shakes.

2. The Declaration is in all other matters ratified and affirmed.

The owners have executed this First Amendment to Declaration the date of their notarized signature.

69
Amended

Notary Dec 11, 1981
Thomas J. Glinitski



Lot 1

Kenneth W. Allen
Kenneth W. Allen

Kathryn A. Allen
Kathryn A. Allen

RECEIVED

JAN 2 4 18 PM '80

DOUGLAS COUNTY, NEBRASKA
REGISTER OF DEEDS
100 N. 7th St., Omaha, NE

909 N _____ C/O _____ FEE 14700
354-37A _____ DEL. MC 615
OFF. _____ COMP _____ F/B 62-3215