

NO. : LARSEN and LARSEN, INC. : DECLARATION OF  
 a Nebraska Corporation : PROTECTIVE COVENANTS,  
 BOOK : : EASEMENTS  
 to : AND  
 PAGE : WHOM IT MAY CONCERN : RESTRICTIONS

WHEREAS, the undersigned, LARSEN and LARSEN, INC., a Nebraska Corporation, has heretofore executed a plat of Sunny Slope 2nd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the 15 day of January, 1964, in Book 1228, Page 255, of the Deed Records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads, and avenues shown on said plat for use by the public for street purposes, and

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on the lots shown on said plat for the use and benefit of the present owners and future grantees;

NOW, THEREFORE, in consideration of the premises, LARSEN and LARSEN, INC., a Nebraska Corporation, for itself, its successors and assigns, hereby agrees that all of the lots shown on the above described plat of Sunny Slope 2nd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use, pursuant to the following restrictions, which have been imposed upon said premises as a servitude in favor of said described premises and every lot therein, the same being pursuant to the general plan for the development and improvement of the tract of land embraced within said described plat during the period of time hereinafter prescribed, which restrictions, easements and covenants are and shall be for the benefit of each and all of the lots and blocks in said tract and shall be enforceable by any and all of the owners of any and all of said lots and by the grantor, the undersigned LARSEN and LARSEN, INC.

1. The said lots and blocks shall be occupied and used for only one of the following purposes:

- a) Single family dwellings;
- b) Churches;
- c) Colleges and universities;
- d) Schools - elementary and high;
- e) Publicly owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings and non-commercial recreational uses.

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2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family dwelling not to exceed two stories in height and an attached private garage or carport for two or more cars, and attached breezeways. Where the contour of lots permits, the garage may be a basement garage.

3. Except as hereinafter provided, no building shall be located upon any residential building plot nearer than 40 feet to the front lot line; each shall have a side yard of not less than 10 feet in width on each side of a dwelling and a rear yard of not less than 35 feet, provided however, that in the case of corner lots, the side yard set back on the street side of the dwelling shall be not less than 20 feet. Provided further that, except as hereinabove modified, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of the zoning ordinances of the City of Omaha, and of all other Ordinances, Laws and Regulations applicable thereto.

4. No residential structure shall be erected or placed on any residential building plot which has an area of less than 10,000 square feet or a width less than the width, as originally platted, of the smallest lot included, wholly or partly, as a part of such building plot, and such plot of said minimum dimensions, when used for residential purposes, is, for purposes hereof, defined as a "residential building plot".

5. 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. No horses, cows, goats, sheep, poultry, fowl, or any domestic animals of any kind, (except dogs and cats) may be kept or maintained, nor shall there be any commercial gardening.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding, erected on said real estate shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No prefabricated or factory-built homes or fireplace chimneys shall be erected on any of the lots within said Addition.

7. The ground floor enclosed area of any residential structure erected within said Addition, exclusive of open porches and garages, shall be not less than 1100 square feet for a one-story house nor less than 950 square feet on the

first floor for a one and one-half story or two-story house.

8. All dwellings built in said Addition must be completed within one year from the date of the commencement of construction.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five-foot strip of land adjoining the rear and certain side boundary lines of said lots in said addition; said license to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This license is granted for the use and benefit of all present and future owners of lots in said Addition.

10. All excess dirt resulting from excavation, construction, or otherwise, shall be hauled at the expense of the respective owners thereof to points within this Addition designated by the undersigned for fill purposes. No excess dirt shall be removed from this Addition unless prior written permission therefor is secured from the undersigned.

11. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

12. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition, until the plans and specifications have been approved in writing by LARSEN and LARSEN, INC., or its assigns for a period of ten (10) years following the platting of the lots in this Addition.

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13. All exposed foundations shall be either brick, stone-faced or painted cement blocks.

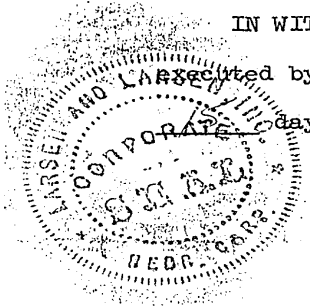
14. The owners of lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

15. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten years, unless they are changed in whole or in part by written agreement among the then owners of a majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty (20) years, plus all extensions, shall not exceed fifty (50) years.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be

executed by its President and its Corporate Seal to be affixed hereto on this

day of January 1964.



LARSEN and LARSEN, INC.,  
a Nebraska Corporation

By Howard C. Larsen  
President

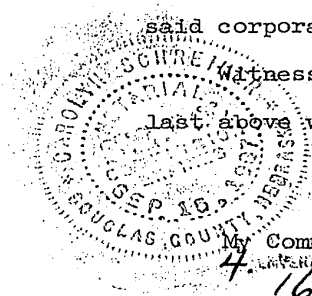
Attest:

Marvin J. Larsen  
SECRETARY

STATE OF NEBRASKA )  
                                  )ss  
COUNTY OF DOUGLAS )

On this 15 day of January 1964, before me, the undersigned, a Notary Public in and for said County, personally came Howard C. Larsen, President of LARSEN and LARSEN, INC., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above and 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 and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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



Carolene Schreyer  
NOTARY PUBLIC

My Commission expires the 15 day of September, 1967.  
INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
7 16 DAY January 1964 AT 12:32 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 32.00