

No. : Howard C. Larsen and Maxine Larsen, :
 husband and wife, :
 Book : :
 Page : to :
 : WHOM IT MAY CONCERN :
 :
 : DECLARATION OF
 : PROTECTIVE COVENANTS,
 : EASEMENTS AND RE-
 : STRICTIONS

WHEREAS, the undersigned, Howard C. Larsen and Maxine Larsen, husband and wife, have heretofore executed a plat of Sunny Slope Third Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the 20 day of August, 1959, in Book 1070, Page 426, of the Deeds Records of Douglas County, Nebraska, and they have dedicated to the public all of the streets, roads, and avenues shown on said plat for the use by the public for street purposes, and

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

NOW THEREFORE, in consideration of the premises, Howard C. Larsen and Maxine Larsen, husband and wife, for themselves, their administrators, executors, heirs and assigns hereby agree that all of the lots shown on the above described plat of Sunny Slope Third Addition, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use, subject to the following restrictions which have been imposed upon said premises as a servitude in favor of said described premises and every lot therein, and are in pursuance of the general plan for the development and improvement of the tract of land embraced within said described blocks during the period of time hereinafter prescribed and 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 owners of any and all of said lots and by the grantors herein.

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.

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 one 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 on 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 30 foot set back shall be taken on both streets on which the building is constructed. 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 zone 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 building plot which has an area of less than 10,000 square feet or a width less than the width of such lot as originally platted, and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot." Where two or more lots (or portions thereof) are used as a residential building plot, the minimum width of such plot shall be not less than the originally platted width of the smallest lot within said building plot.

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

6. No trailer, basement, tent, shack, garage, barn, or other out-building 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 said lots within said Addition.

7. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,050 square feet for a one-story house or less than 950 square feet on 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. All septic tanks shall be built and installed according to Federal Housing Administration and State of Nebraska requirements and specifications, and according to plans to be furnished by the undersigned. The undersigned is to be furnished with the location diagram of septic tank and laterals prior to and at all times during the progress of construction.

10. 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.

11. 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.

12. 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.

13. 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.

14. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. Each and every provision hereof shall bind and inure to the benefit of the undersigned, their successors, assigns and grantees and their heirs, devisees, representatives, and grantees and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this

20 day of August, 1959.

Howard C. Larsen
Howard C. Larsen

Maxine Jort Larsen
Maxine Larsen

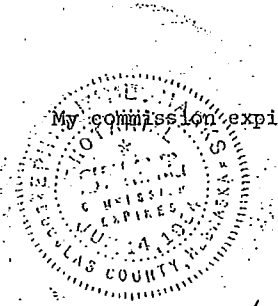
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20 day of August, 1959, before me, a Notary Public, in and for said county and state, personally came the above named Howard C. Larsen and Maxine Larsen, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS MY HAND and Notarial Seal the date last aforesaid.

Ephraim L. Moller
Notary Public

My commission expires on the 14 day of June, 1964.



14. 20 DAY August 1959 AT 12:00 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

30.65