

PROTECTIVE COVENANTS

Wear's Sunny View Addition, being a platting
of part of the Northwest quarter (NW $\frac{1}{4}$) of
Section Four (4), Township Fifteen (15) North,
Range Twelve (12), East of the sixth p.m.,
Douglas County, Nebraska

WEAR CONSTRUCTION COMPANY, A Nebraska Corporation,

TO WHOM IT MAY CONCERN

WHEREAS, the undersigned, Wear Construction Company, a Nebraska Corporation, has heretofore executed a plat of Wear's Sunny View, a subdivision in Douglas County, Nebraska, which plat was recorded on the 14th day of October, 1966, in Book 1301, Page 399, of the Deed Records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads, 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 certain of the lots shown on said plat for the use and benefit of the present owners and future grantees:

Protective covenants for Lots One (1) through Eighty-Nine (89) Wears, Sunny View Addition, Douglas County, Nebraska.

(1) The following covenants shall run with the land in Lots One (1) through and including Nineteen (19) and Lots Thirty-Four (34) through and including Eighty-Nine (89).

(2) All lots in the above-described area shall be used for one of the following purposes: (a) Single family dwellings, (b) Churches, (c) Colleges and universities, (d) Schools--elementary and high school, (e) Publicly owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings and non-commercial recreation uses.

(3) No structure shall be erected, altered, placed or permitted to remain on any residential building plat, 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. For the purpose of this paragraph and wherever else in this instrument the "residential building plat" is used,

said term is defined as meaning any lot, or combination of parts or all of two or more lots, when used for residential purposes.

(4) Except as hereinafter provided, no building shall be located upon any residential building plat nearer than 40 feet to the front line; each shall have a side yard of not less than 10 feet in width and each side of the dwelling and a rear yard of not less than 35 feet, provided, however, that in case of corner lots, the side yard set back on the street side of the dwelling shall not be 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 ordinance of the City of Omaha and all of the other ordinances, laws and regulations applicable thereto.

(5) No noxious or offensive trade or activity shall be carried 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 for 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.

(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 1,100 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) Frank J. Wear and Robert E. Wear shall constitute a committee hereinafter referred to as Restrictions Committee for the purpose of maintaining the conformity, harmony and general high quality of design and appearance of improvements on lots in the above-described subdivision. Plans and specifications for all dwellings built in this subdivision by anyone are to have a written approval by the above Committee if constructed within a period of ten (10) years.

(9) All dwellings built in said Addition must be completed within one year from the date of the commencement of construction. No building constructed elsewhere shall be moved into any building plat in this Addition unless approved by the Restriction Committee.

(10) A perpetual easement is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utilities 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 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 easement to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This easement 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 therefore is secured from the undersigned.

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

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

(14) The covenants and restrictions set forth, shall run with the land and be binding upon all persons for a period of 25 years after date hereof. At the expiration of said period they shall automatically be extended for successive periods of 10 years unless they are changed in whole or part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

(15) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above-described development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

(16) Invalidity of any one of these covenants by judgment court order shall in nowise effect any of the other provisions which shall remain in effect.

(17) Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

(18) Lots Twenty(20) to Twenty-Seven(27) and Twenty-Nine(29) to Thirty-Three(33) are now zoned 7th residential and the above restrictions only apply as to the Restriction Committee.

(19) Lot Twenty-Eight(28) is presently zoned 9th residential and is not to be included in the restrictions as of now. It being understood by all parties that it may at some time be rezoned for commercial purposes.

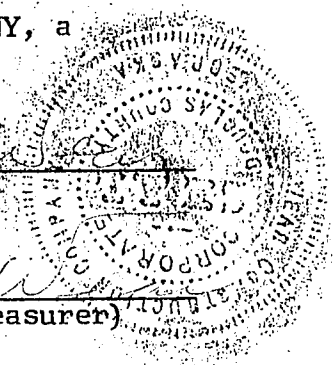
(20) Portland Cement Concrete public sidewalks, 4' wide by 4" thick, shall be constructed in front of each built-upon lot, with the outside edge of the sidewalk to be located 4' back from the street curb line; such sidewalks shall be constructed at the time of completion of the main residential structure by the then owner.

This agreement shall extend to the parties, their heirs, successors and assigns.

WEAR CONSTRUCTION COMPANY, a
Nebraska Corporation

BY Frank J. Wear
(President)

BY Robert E. Wear
(Secretary-Treasurer)

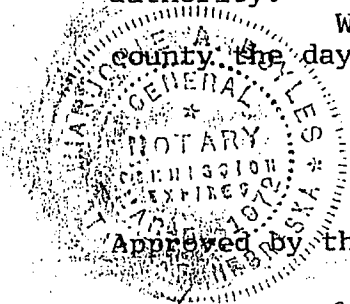


STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 2nd day of August, 1966, before me the undersigned, a Notary Public in and for said County personally came FRANK J. WEAR and ROBERT E. WEAR, President and Secretary-Treasurer, respectively, of the WEAR CONSTRUCTION COMPANY, a Nebraska Corporation, to me personally known to be the President and Secretary-Treasurer, respectively, and the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said Frank J. Wear and Robert E. Wear, and that the Corporate Seal of 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.

Mayorie C. Boyles
NOTARY PUBLIC



Approved by the Restrictions Committee:

Frank J. Wear
FRANK J. WEAR

Robert E. Wear
ROBERT E. WEAR

9 14 DAY October 1966 AT 1:55 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 28.25