

: Larsen and Larsen, Inc.,  
a Nebraska Corporation,

:  
to  
: WHOM IT MAY CONCERN

: DECLARATION OF  
PROTECTIVE COVENANTS,  
EASEMENTS AND RESTRICTIONS

WHEREAS, LARSEN AND LARSEN, INC., a Nebraska Corporation, is the owner of all lots in Sunny Slope 4th Addition, a subdivision in Douglas County, Nebraska,

WHEREAS, LARSEN AND LARSEN, INC., now desires to place certain protective covenants, easements and restrictions on those lots shown on said plat for the use and benefit of the present owner 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 in Sunny Slope 4th Addition, a subdivision in Douglas County, Nebraska, according to the recorded plat thereof, are hereby restricted as to their use, and made 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 Sunny Slope 4th Addition 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 Larsen and Larsen, Inc., Corporation.

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.

3. Except as hereinafter provided, no building shall be located on any residential building plot nearer than forty (40) feet to the front lot line; each shall have a side yard of not less than ten (10) feet in width on each side of a dwelling and a rear yard of not less than thirty five (35) feet, provided however, that in the case of corner lots, the building shall be not nearer than forty (40) feet from the lot line on the street side towards which the front entrance shall face, and not nearer than twenty five (25) feet to the side lot line on the other street side of said building plot. 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 ten thousand (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 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

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 Corporation. The undersigned Corporation 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 Corporation for fill purposes. No excess dirt shall be removed from this Addition unless prior written permission therefor is secured from the undersigned Corporation.

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

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 effect 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, its successors, assigns 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, LARSEN AND LARSEN, INC., has executed this instrument this 26 date of April, 1961.

LARSEN AND LARSEN, INC.

A Nebraska Corporation

By Howard C. Larsen  
President

Attest: Margie J. Larsen  
Secretary



STATE OF NEBRASKA )  
                                  )  
COUNTY OF DOUGLAS ) ss.

On this 26 day of April, 1961, before me, a Notary Public, in and for said county and state, personally came Howard C. Larsen, who is personally known to me to be the President of Larsen and Larsen, Inc., and the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed as such president, and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was affixed thereto by its authority.