

DECLARATION OF RESTRICTIONS

WHEREAS, DANIEL G. CARY has heretofore executed a plat of WEST HIGHLANDS, a subdivision in Douglas County, Nebraska, which plat was recorded on the 2nd day of September, 1955, in Book 978, Page 38, of the Deed Records of Douglas County, Nebraska, and a Supplemental Plat recorded on the 9 day of Nov., 1955, in Book 303, Page 71, of the Deed Records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads, terraces, avenues, parks and parkways shown on said plat for the use by the public for street, road and park purposes; and,

WHEREAS, Daniel G. Cary now desires to place certain 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, DANIEL G. CARY, for himself, and CORNELIA S. [redacted] his wife, their administrators, executors, heirs and assigns hereby agree that all of the lots shown on the above described plat of WEST HIGHLANDS, 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 said period, 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 said lots, and by the grantor herein.

shall mean as now platted, ~~and no building shall be erected on said tract, or any lot or parcel therein, other than a single detached building built thereon, and no lot or parcel therein shall be improved, used or occupied for other than private one-family residence purposes; and there shall not be erected, placed or maintained on any of said lots any flat, duplex, apartment (though intended for residence purposes), public garage, oil station, or any other building whatsoever except single detached dwelling houses to be used exclusively as residences for single families.~~ Provided, however, that Daniel G. Cary, in making sales of a lot, lots, or parts of lots, reserves the right to increase or decrease the size of any lot or lots.

4. Within said period of time, no building shall be erected on said tract, or any lot or parcel therein, other than a single detached building built thereon, and no lot or parcel therein shall be improved, used or occupied for other than private one-family residence purposes; and there shall not be erected, placed or maintained on any of said lots any flat, duplex, apartment (though intended for residence purposes), public garage, oil station, or any other building whatsoever except single detached dwelling houses to be used exclusively as residences for single families.
5. 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 Daniel G. Cary, his successors or heirs, or by a committee elected by a majority of the owners of said lots in this subdivision. However, if any such committee is not in existence at the time any approval is sought, or if in existence and fails to approve or disapprove the design of the proposed building within ten days after same is submitted to it, then such approval will not be required, providing such design conforms to and harmonizes with existing structures and conforms to these restrictions and the City of Omaha ordinances. Such dwelling as is built upon said tract, within said period, shall consist of a one-story building, one and one-half story building, provided, however, that two-story houses may be erected with the written permission of Daniel G. Cary, his successors or heirs, or by a committee elected by a majority of the owners of said lots in this subdivision, as above provided. No trailer, basement, excavation, tent, or shack, constructed or placed on any part of said premises shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. All dirt from the cellars, basements, or other excavations, from each and every lot in said tract, during said period, shall be removed from said lot, and the general slope of said premises and terraces after the buildings have been erected shall remain substantially as now established. This may be waived at the option of Daniel G. Cary, or by the procedure outlined in paragraph 5.
7. An easement shall be reserved over the rear five feet of each lot for utility installation and maintenance.

8. No antenna or aerial shall be erected, maintained, attached to, or placed upon any building on said tract without the written consent of Daniel G. Cary, or by the procedure

Block 1 :	Lots 1 and 2	1500	square feet
	Lots 3, 4 and 5	1400	" "
Block 2 :	Lots 1 to 8, inclusive	1350	" "
Block 3 :	Lots 1 to 6, inclusive	1400	" "
	Lots 7 to 13, "	1600	" "
Block 4 :	Lots 1 to 6, inclusive	1550	" "
Block 5 :	Lot 1	1250	" "
Block 6 :	Lot 1	1300	" "
	Lot 10	1400	" "
Block 7 :	Lots 1 and 2	1500	" "

The front setbacks and side yard width limitations for each lot to be as shown on the plat attached hereto and made a part hereof.

11. The following prohibitions shall be observed during said period:
 - (a) Exposed foundations above grades shall be built of brick, brick veneer or stone, and no cement block, wood, or composition stone foundation shall be exposed above the grades.
 - (b) All fuel tanks on outside of house shall be buried.
 - (c) No sign larger than 2 x 3 feet shall be placed on any lot except those of Daniel G. Cary.
 - (d) No drive shall be constructed from a street to a street sidewalk, except of cement, brick, stone or asphalt, or any combination thereof.
 - (e) No open fence shall be built to a height greater than four feet on that section which shall comprise the rear lot area of the property. No wall or fence shall be built to a height greater than two feet six inches on the so-called front area.
 - (f) No hedge, walk, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.
 - (g) No garbage, ashes, refuse or refuse receptacle shall be placed or left on any lot so as to be exposed to view or become a nuisance.
 - (h) No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl of any kind will be permitted to be kept on any of the lots.
 - (i) No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done

- 12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1980, at which time said covenants shall be extended automatically for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- 13. If any purchaser, owner, lessee or any other person 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 said addition to prosecute any proceedings 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 for such violation.
- 14. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 15. By accepting this deed, the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all of said covenants as fully as though said grantee had joined in this declaration.

IN WITNESS WHEREOF, DANIEL G. CARY, joined by CORNELIA S.

CARY, his wife, have caused these presents to be executed this

9 day of November, 1955.

Daniel G. Cary

Cornelia S. Cary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 9 day of November, 1955, before me, the undersigned, a notary public duly commissioned and qualified in and for said county, personally appeared the above DANIEL G. CARY and CORNELIA S. CARY, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and severally acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal the day and year last above written.