No. : Howard C. Larsen and Maxine Larsen, husband and wife,

Book : to

Page : WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

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 enforcible 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 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 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

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.

Notary Public

My commission expires on the 19 day of June, 1964.

30 65

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

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEB. ACKN.

Corporation
Warranty

BOOK 405 PAGE 349

E A S E M E N T

THIS INDENTURE, Made this 27th day of November, 1963 between Howard C. Larsen Construction Co., a corporation organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter called the Grantor, and the State of Nebraska, hereinafter called the Grantor:

WITNESSETH, That the Grantor, in consideration of the sum of One Dollar and other valuable consideration ---------- DOLLARS in hand paid, the receipt of which is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for the control of outside advertising signs, displays, and other advertising devices adjacent to the National System of Interstate and Defense Highways, does hereby grant, convey, and confirm unto the Grantee a permanent easement in and to a tract of land situated in Douglas County, Nebraska, described as follows:

That part of Lots 3, South Half Lot 5, Lots 6 thru 13 in Block 1; Lots 1 thru 4, Block 2; Lots 5, 6, 7, 8, 9 & 11, Block 3; Lots 22, 23, 24, 25, 27, 28, 29 & 30, Block 4, all in Sunny Slope Third Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, lying within 660 feet of Interstate Highway right of way controlled access line as measured at right angles to Interstate Highway centerline and being in accordance with the Rules and Regulations Relating to the Control of Advertising in Areas Adjacent to the National System of Interstate and Defense Highways in Nebraska, which were adopted pursuant to Section 39-1120.03, R. S. Supp., 1961 and in accordance with Section 84-907, R. R. S. 1943; approved and filed on June 19, 1961.

The Grantor, for itself, successors and assigns, does hereby covenant with the Grantee and its assigns, that the Grantor has good right and lawful authority to convey said permanent easement; and that the Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President this 26th day of November, 1963.

Grantor

Howard C. Larsen Construction Co.

By: Howard C. Larsen
President

HOWARD C. LARSEN CONSTRUCTION CO. CORPORATE SEAL NEBR. CORP.

BOOK 405 PAGE 350

STATE OF Nebraska } ss.
Douglas COUNTY

On this 27th day of November, A.D. 1963, before me the undersigned John P. Regan and qualified for and residing a Notary Public, duly commissioned in said County, personally came Howard C. Larsen, President of Howard C. Larsen Construction Co., a corporation, known to me to be the President and identical person who signed the 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 its corporate seal was thereto affixed by its authority.

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

John P. Regan
Notary Public

My commission expires the 20th day of July, 1964.

RECEIVED
1963 NOV 27 PM 2 56
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County
Entered in numerical index and filed for Record in the office of the Register of Deeds of said County and recorded in Deeds of said Book 405 of Misc.
Page 349

Register of Deeds

By Deputy

71-831
Document 854

Project No. I-280-9 (97)
AFE R-17ub

Easement
For
Control of Advertising

From

Howard C. Larsen Construction Co.

To

THE STATE OF NEBRASKA

STATE OF } ss.
COUNTY)

Entered in numerical index and filed for record in the office of the Register of Deeds of said County, the day of 19 at o'clock and minutes M., and duly recorded in Book of Page

County Clerk

Deputy

Sunnyslop 3rd add

Plat and Dedication
Filed 8-20-59, in Book 1070 at Page 426, Instrument No. _____
Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

No lease

_____
for utility, installation and maintenance
on, over, through, under and across
or

_____
a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.
Any additional info,

_____

_____

_____

****

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
X Protective Covenants
or

_____
Filed 8-20-59, in Book 345 at Page 198, Instrument No. _____
X Omaha Public Power District,
U.S. West Communications
X Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

_____
X for utility, installation and maintenance
X on, over, through, under and across
or

_____ adjoing Rear _____
a 5 foot wide strip of land ~~abutting~~ the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility, installation and maintenance on, through, under and across a _____ foot wide strip of land abutting all cul-de-sac streets.
Does it include the Following?? Homeowners Association Yes or No. (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

_____

_____

_____

****

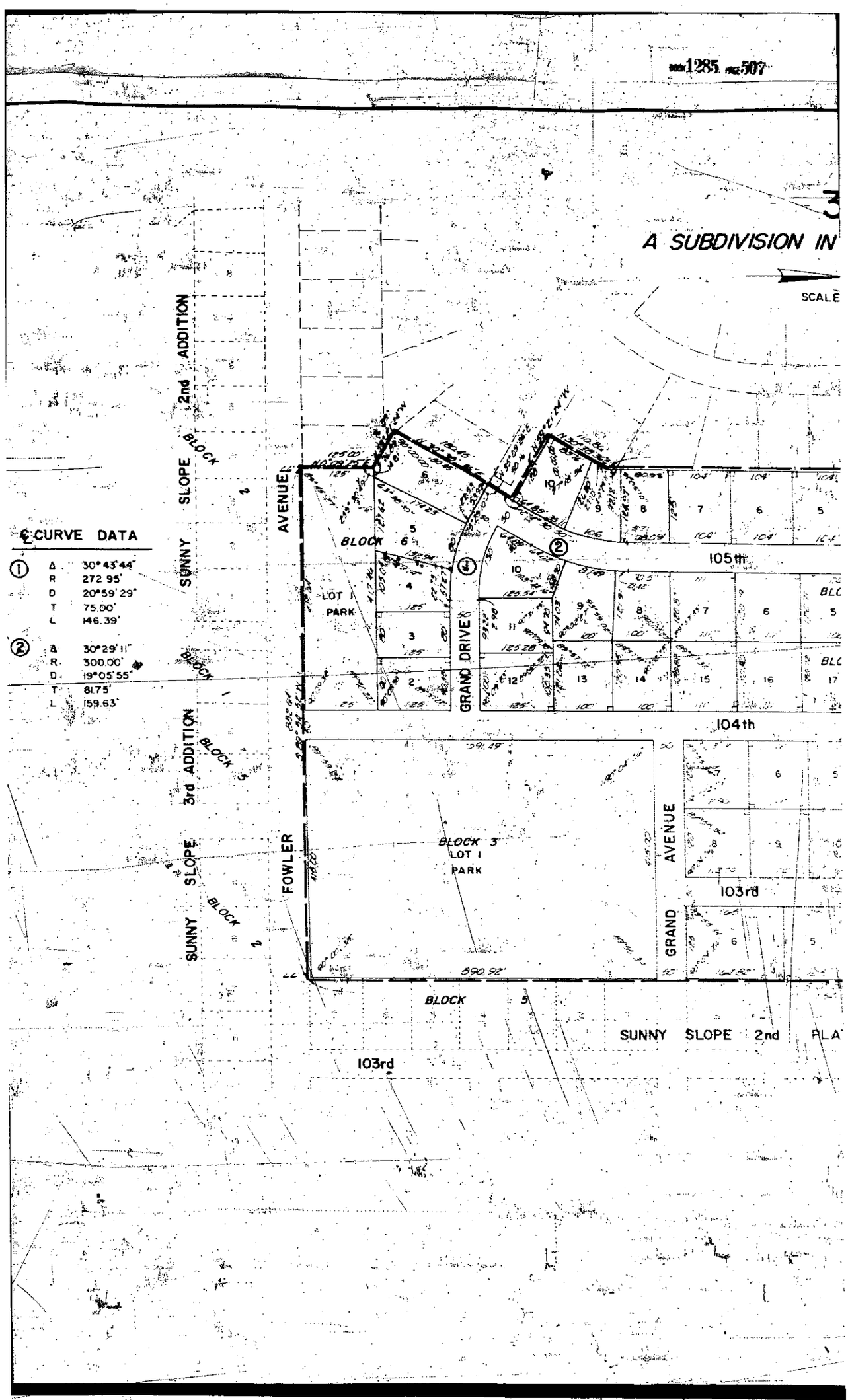
Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No._____

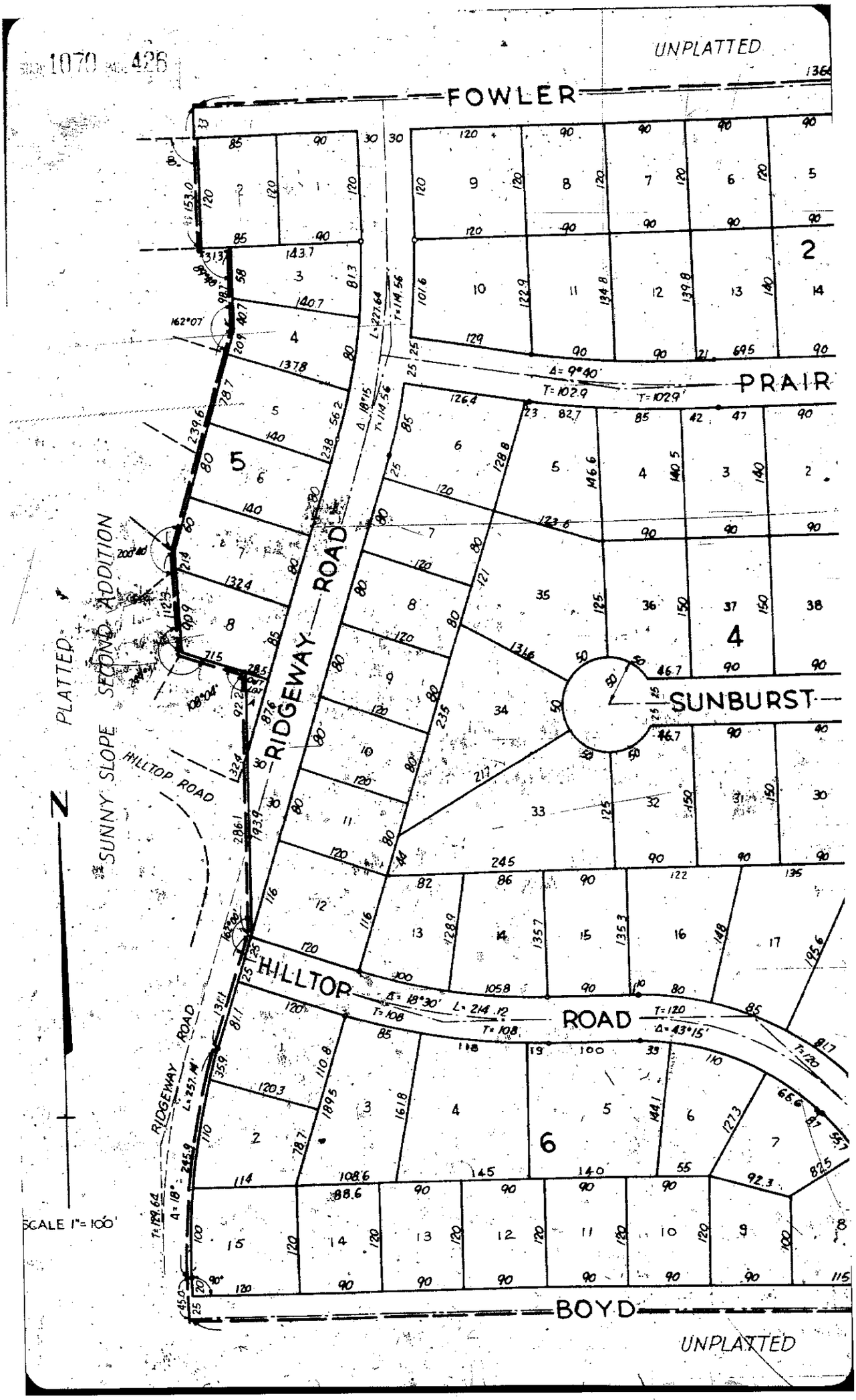
_____

_____

_____

_____


A SUBDIVISION IN
SCALE
℄ CURVE DATA
① Δ 30°43'44"
R 272.95'
D 20°59'29"
T 75.00'
L 146.39'
② Δ 30°29'11"
R 300.00'
D 19°05'55"
T 81.75'
L 159.63'
SUNNY SLOPE 2nd ADDITION
SUNNY SLOPE 3rd ADDITION
AVENUE
FOWLER
GRAND DRIVE
GRAND AVENUE
BLOCK 6
BLOCK 3
LOT 1
PARK
105th
104th
103rd
BLOCK 5
SUNNY SLOPE 2nd PLA


BOOK 1070 PAGE 425
UNPLATTED
FOWLER
PRAIR
SUNBURST
RIDGEWAY ROAD
HILLTOP ROAD
HILLTOP ROAD
RIDGEWAY ROAD
BOYD
UNPLATTED
PLATTED SECOND ADDITION
SUNNY SLOPE
N
SCALE 1"= 100'

Bk 1070 Pg 428

DEDICATION

We, the undersigned, Howard C. Larsen and Maxine Larsen, husband and wife, sole owner and proprietor thereof, hereby state and acknowledge that all of the land included within the attached plat has been surveyed, subdivided and platted as shown in the said plat and as described in the foregoing surveyors certificate, at our direction, to be known hereafter as "Sunny Slope, Third Addition", the lots being numbered and streets named as thus shown, and do hereby ratify and confirm said plat and the disposition of our land herein made, and further hereby dedicate to the public the said streets for public use.

Witness our hands this 15TH day of APRIL, 1959.

Howard C. Larsen Maxine Larsen

ACKNOWLEDGEMENT

All streets, avenues and cul-de sac's within the boundarys of Sunny Slope, Third Addition" which are Fowler Ave., Boyd Street, Hilltop Road, Ridgeway Road, Sunburst Lane, Prairie Road, Morningside Drive and Eastridge Drive are graded to the established grades as approved by the City Engineer of the City of Omaha, Nebraska.

Signed this 14th day of April, 1959

ENGINEER E 205, L.S. 155

COUNTY TREASURER'S CERTIFICATE

This is to certify that the records of my office show no regular or special taxes due or delinquent on the property described in the Surveyors Certificate on this plat as of April 14, 1959

COUNTY TREASURER

BY DEPUTY

SUNNY SLOPE
THIRD ADDITION

A REPLAT OF PART OF TAX LOT 3 LOCATED IN S½ OF NW¼ & PART OF THE N½ OF SW¼, ALL IN SEC. 4 - T15N - R12E OF 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I hereby certify as follows:

That I have accurately surveyed and staked with iron pipe the lots and streets in Sunny Slope, Third Addition as shown on this plat, also an iron pipe at points marked thus ∘ on plat.

That said Sunny Slope, Third Addition is a replat of part of Tax Lot 3, located in S½ of NW¼ and part of N½ of SW¼, all in Sec 4 - T15N - R12E of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:- Beginning at the ¼ section corner between sections 4 and 5, T15N, R12E of the 6th P.M., Douglas County, Nebraska, thence N.0°.00'W. on the line between said sections 4 and 5 for a distance of 660.0 feet, thence N 89°42'E for a distance of 1287.8 feet to point of beginning of said parcel of land herein described; thence continuing N 89° 42'E. a distance of 1360.4 feet to the northeast corner of the SE¼, SE¼, NW¼ of said Sec. 4; thence southerly along the ¼ section line a distance of 644.27 feet to ¼ section corner in center of said Sec. 4, thence continuing southerly along said north-south ¼ section line a distance of 660.0 feet to the S.E. cor. of the NE¼, NE¼, SW¼ of said Sec. 4; thence westerly along ¼ section line a distance of 1411.0 feet to a point, said point being the southeast corner of Sunny Slope, Second Addition; thence N.0°03'W. a distance of 45.0 feet to the point of beginning of a curve having a central angle of 18° and a radius of 789.02 feet, a distance of 245.9 feet measured on 100 foot chords; thence N.17°57'E. a distance of 131.1 feet, thence N.0°03'W. a distance of 286.1 feet, thence N. 71°59'W. a distance of 71.5 feet, thence N 2°50W a distance of 112.3 feet; thence N.17°50'E. a distance of 239.6 feet, thence N.0°03'W. a distance of 98.7 feet; thence S.89°43'W. a distance of 31.3 feet, thence N.0°17'W. a distance of 153.0 feet to point of beginning.

(For the purpose of this description, the centerline of 108th Street is considered to be due north.)

The dimensions shown are in feet or decimals of a foot and are chord measurements unless otherwise shown.

Signed this 14th day of April, 1959.

M. C. Shoffner

ENGINEER E 205, L.S. 155

1070 420

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
DOUGLAS COUNTY } SS

On this 15TH day of APRIL, 1959, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came Howard G. Larsen and Maxine Larsen, husband and wife, to me personally known to be the identical persons whose names are affixed to the dedication of this plat and they each acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal at Omaha, Nebraska, in said County, the date last aforesaid mentioned.

W. Irving Wilkie
NOTARY PUBLIC

My Commission expires on the 29TH day of Nov, 1964

APPROVAL OF THE OMAHA CITY PLANNING BOARD

This plat of "Sunny Slope, Third Addition" was approved by the Omaha City Planning Board on July 17, 1959.

John Latenser Jr.
CHAIRMAN

APPROVAL OF THE CITY ENGINEER OF OMAHA

I hereby approve this plat of "Sunny Slope, Third Addition" on this 15TH day of April, 1959.

D. P. DeBord
CITY ENGINEER

OMAHA CITY COUNCIL'S ACCEPTANCE

This plat of "Sunny Slope, Third Addition" was approved and accepted by the City Council of the City of Omaha, Nebraska, on the 18 day of August, 1959.

ATTEST: M J Linsen Jr
CITY CLERK

John Rosenblatt
MAYOR

26 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 29.35
20 DAY August 1959 AT 11:59 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS