

SUNVIEW

COVENANTS, CONDITIONS AND EASEMENTS

The undersigned, Harry V. Peterson and Viola O. Peterson, husband and wife, being the owners of Lots One (1) to Nine (9), inclusive, and Truman S. Day, a widower, being the owner of Lot Ten (10), all in SUNVIEW, a Subdivision, as surveyed, plotted and recorded, in Douglas County, Nebraska, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. No Lot in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto.

2. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all newly constructed dwellings shall contain the following minimum square foot area (exclusive of garages and porches): 1200 square feet for one-story dwellings; and 750 square feet for dwelling of more than one story.

5. No building shall be placed or erected on any Lot until after the exterior plans and specification therefor have been submitted to and approved in writing by the undersigned Harry V. Peterson or Viola O. Peterson, or the survivor of them, or by the heirs or devisees of the survivor of them; provided that this provision shall not continue in effect beyond such time as said Harry V. Peterson and Viola O.

Peterson shall have sold all of Lots One (1) to Nine (9), inclusive, in said Sunview subdivision.

6. The undersigned hereby grant a perpetual easement to the Omaha Public Power District and to the Northwestern Bell Telephone Company, and to their successors, lessees and assigns, to erect, operate, maintain, repair and renew electric and telephone utilities along, across, over and under, together with the necessary overhang, the rear and side boundary lines of each of said Lots. The foregoing grant includes the right to excavate and to trim or remove trees, shrubs, vegetation or improvements therein if necessary.

7. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof.

8. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

9. 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 covenant, 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 obligation for its enforcement upon the undersigned.

10. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment,

305-2-57

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.

Each and every provision hereof shall bind and inure to the benefit of each of the undersigned, their respective survivors, heirs, devisees, representatives, grantees and assigns, 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 affixed their signatures this 16th day of March, 1956.

Harry V. Peterson
Viola O. Peterson
Truman S. Day

STATE OF NEBRASKA,)
COUNTY OF DOUGLAS,) SS.

On this 16th day of March, 1956, before me, a Notary Public in and for said County, personally came the above named HARRY V. PETERSON and VIOLA O. PETERSON, husband and wife, and TRUMAN S. DAY, a widower, who are personally known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they severally acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my signature and official seal the date last



Truman S. Day
Notary Public

Truman S. Day

325