LARSEN AND LARBEN, INC. a Mebraska corporation

WHOM IT MAY CONCERN

## DECLARATION OF PROTECTIVE COVERANTS, EASEMENTS AND RESTRICTIONS

coverants, essents and restrictions on certain of the lots shown on said

plat for the use and benefit of the present owners and future grantees;

EC., a Sebrasha corporation, for itself, its successors and assigns, hereby
agrees that all of the following described lots, included in the plat of Sunny
Slope 3rd Platting, lst Addition, a subdivision in Douglas County, Mebraska,
are hereby restricted as to their use, pursuant to the following restrictions
which have been imposed upon said premises as a servitude in favor of said a
described premises and every lot described below, the same being pursuant to
the general plan for the development and improvement of the tract of land embraced
within said described plat during the period of time hereinefter prescribed,
which restrictions, easements and covenants are and shall be for the benefit of
each and all of the lots and blocks in said tract and shall be enforcable by
any and all of the owners of any and all of said lots and by the grantor, the

\* 1

Block Two (2); Lots One (1) through Fourteen (14), Block Four (4); Lots One (1) through Twenty-one (21), Block Five (5); Lots Two (2 through Six (6), Block Six (6); and Lots One (1) through Ten (10), Block Seven (7), all in Sunny Slope 3rd Platting, 1st Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2: Said lots 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 concommercial recreational uses.
- 3. 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 two oremore cars, and attached breezeways. Where the contour of lots permits, the garage may be a basement garage. For the purposes of this paragraph and wherever else in this instrument the term "residential building plot" 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.
- any residential building plot nearer than 10 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 side yard set back on the street side of the dwelling shall be not less than 20 feet. Provided further that, except as hereinabous modified, each owner and occupant of any of the lots herein described shall observe

wholly or partly, as a part of such building plot, and such plot of said minimum dimensions, when used for residential purposes, is, for purposes hereof, defined as a "residential building plot".

- 6. No noxious or offensive trade or activity shall be carried on 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 dogs and cats), may be kept or maintained, nor shall there be any commercial gardening.
- 7. 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 the lots within said Addition.
- 8. The ground floor enclosed area of any residential structure erected within said Addition, exclusive of open porches and garages, shall be not less than 1100 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.
- 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 onto any building plot in this Addition.
- Sorthwestern Bell Telephone Company, Omaha Pablic 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 with the rear and operatin side boundary lines of said litts is said Addition; said the rear and operatin side boundary lines of said litts is said Addition; said

- 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.
- covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commune 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.
- permitted to remain on any lot in said Addition, until the plans and specifications have been approved in writing by LARSEN AND LARSEN, INC., or its assigns for a period of ten (10) years wallowing the platting of the lots in this Addition.
- 14. All exposed foundations shall be either brick, stone-faced or painted cement blocks.
- 15. The owners of lots will be responsible for maintaining an attractive appearance thereof, including the cutting and moving of weeds.
- 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 (10) years, unless they are changed in whole or in part by written agreement among the then covers 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.
  - 17. Public concrete sidewalks, constructed in accordance with

construction of dwellings thereon.

18. With respect to Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Eight (8), in Sunny Slope 3rd Platting, 1st Addition, the same shall be governed by the provisions set forth in paragraphs 6, 7, and above, and shall also be further governed by the provisions of the residential seventh (87) classification of zoning under the less of the City of Omeha, Mebraska.

LARSEN AND LARSEN, INC., ebracia Corporation

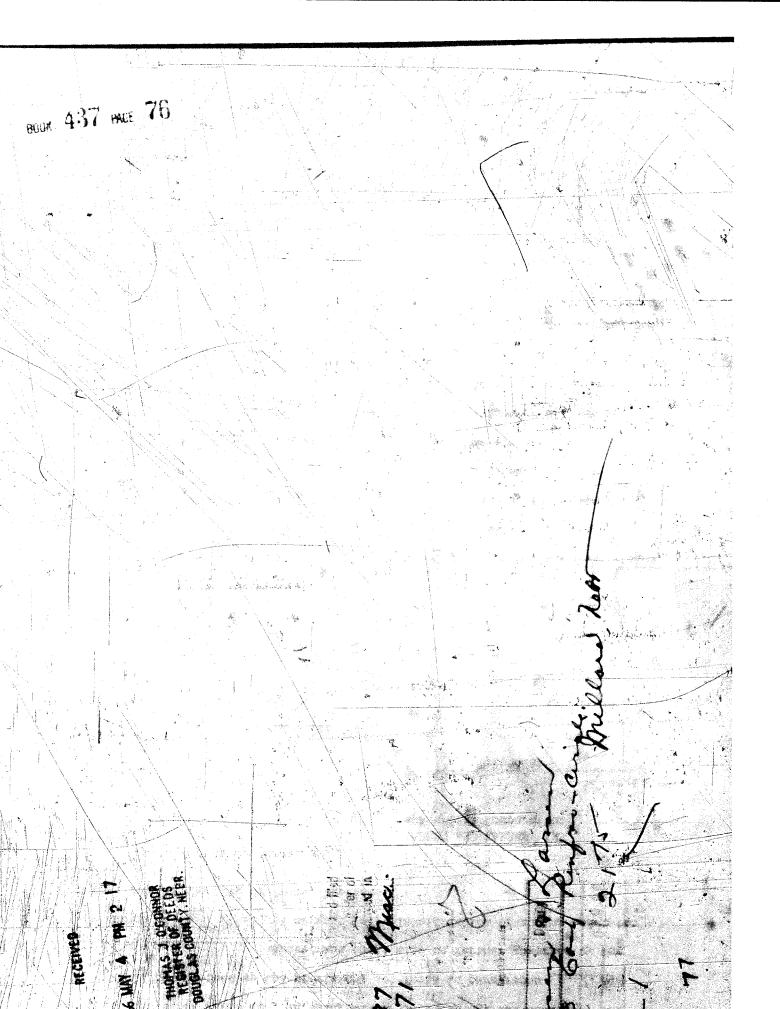
STATE OF MERGEKA COUNTY OF DOUBLAS

1966, before me, the undersigned, a Motery Public in and for said County, personally came Howard C. Larsen, President of LARSEN AND LARSEN, INC., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his voluntary set and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Wirms my hand and Moterial Seal at Omaha in said County the day and

hast above written.

My Commission Expires:



## DECLARATION

Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded

This DECLARATION, made August 6 , 1973, by

CASTLE'S INC., a Nebraska corporation and JACK R. MORTON and OPAL L. MORTON, husband and wife, hereinafter called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants have sub-divided said lots into twenty parcels and have erected twenty townhouses upon said parcels;

WHEREAS, Declarants desire to promote and preserve the clustered private residential character of said townhouse units;

WHEREAS, Declarants have formed an association of townhouse owners entitled Granada Townhouse Association;

WHEREAS, Declarants desire to place certain covenants, easements and restrictions on said lots for use and benefit of the present owners and future grantees, their successors and assigns;

NOW, THEREFORE, in consideration of the matters herein recited Declarants do hereby

DECLARE as follows, to-wit:

1. Involved Property: All real property involved in this Declaration, hereafter called "involved property", is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration; and the following does and will constitute the involved property so subject to this Declaration:

The involved property is and will be through it. 2003, subject to all and each of the following con-

A. No townhouse unit will be occupied or used for other ringle family clustered residential purposes.

b. The structure or associated structures comprising a singleily clustered residence will consist of a dwelling attached to
a or more other dwellings by one or more common foundations, roofs,
ils, or other structural elements or a detached dwelling designed
accommodate a single person or one family group together with
usehold servant or servants of not more than two and one-half
cries in heighth with an enclosed private garage, and with or
thout attached breezeways, enclosed or walled patios, and other
cructural elements appropriate, convenient, or necessary for clustered
sidential purposes.

c. No single family clustered residence will be altered, built, constructed, or otherwise maintained on any townhouse lot without express written approval executed by Granada Townhouse Assocition as to general appearance, exterior color or colors, harmony external design and location in relation to surroundings and pography and other relevant architectural factors, location within whouse lot boundary lines, quality of construction, size, and pability for clustered residential purposes of such single-family extered residence. No exterior air conditioning equipment, antenna, in fence, flag pole, tennis court, wall, or other structure or clated structures and no trees or any other landscaping in any line within public view will be altered, built, constructed, installed, planted, or otherwise maintained or undertaken

- d. After commencement thereof all approved or permitted construction on any townhouse lot will be as diligently prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhouse lot in uncompleted or unfinished condition for more than eighteen months.
- e. No driveway or sidewalk and no structural element of any approved or permitted single-family clustered residence or exterior part thereof will be maintained on any townhouse lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.
- f. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any townhouse lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any townhouse lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven days within any calendar year or for use or permitted construction.
- g. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any townhouse lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.
- h. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any townhouse lot, other than in a location out of public view, without express written approval executed by Granada Townhouse Association; and no garden implements, lawn mowers, or other maintenance equipment not in actual

Ther initial occupancy, no advertising sign or other other than a sign of an area of not more than four square vertising such townhouse lot for sale or a sign or signs aging to Declarant as owner of such townhouse lot will be attained on any townhouse lot.

J. No excess or unused building material or materials will sept, stored, or otherwise maintained on any townhouse lot a location within public view, other than for use or uses ensected and coterminous with approved or permitted construction; to junk, rubbish, waste material, or other refuse will be sudoned, stored, or otherwise maintained on any townhouse lots.

k. No public annoyance or nuisance, and no noxious or offensive carried on, conducted, or otherwise permitted to ence or continue on any townhouse lot.

Asements: Unless any thereof is terminated, the involved prolive is and will be perpetually subject to all and each of the
live ingress and egress, balcony, fireplace,
is, roof, and other structural projections, maintenance, relive recreational, and other access, party walls, and private
at public sewer and utilities conduits, connections, lines, mainlive and services, hereinafter called "easements":

The Granada Townhouse Association, Northwestern Bell

cone Company, Metropolitan Utilities District, and Omaha

Cone Pawer District, and their respective assigns and successors

have an easement, together with rights of egress, ingress,

cone access thereto, for purposes of constructing, installing,

fing, operating, renewing, or repairing their respective

cover, telephone, gas; water, electric, public sewer,

tility conduits, lines, or other features.

- Granada Townhouse Association and its assigns and successors for itself and for the general common benefit of all purchasers of townhouse units and future grantees will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each townhouse lot not occupied or used for any driveway, sidewalk, or structural element of an approved single-family clustered residence thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.
- c. Each owner of a townhouse unit will have a general easement, together with rights of egress, ingress and other access thereto, in, over, and upon all parts of each townhouse lot occupied or used for any common driveway, sidewalk or structural element, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such common driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such common driveway or sidewalk.
- d. Each owner of a townhouse unit shall have a general easement, together with rights of egress, ingress and other access thereto, for purposes of passing over any alley, driveway, sidewalk or other passageway so constructed as to constitute a common

to together with rights of egress and ingress and other thereto, over and upon any portion of any townhouse lot escupied for dwelling purposes for the purpose of maintain
Tepalring any sewer line which may effect the sewer lines cannections of his unit.

The involved property

and will be subject to all and each of the following conditions

the other terms:

The owner, his successors or assigns, of every townhouse of parcel shall be a member of the Granada Townhouse Assotian except that the Association shall consist solely of the c

b. Dues or other charges for each lot or parcel included in membership of the Granada Townhouse Association shall be determined by said Association in a manner set out in Dules, as from time to time amended, and said dues shall continte, a lien upon and charge against each townhouse lot or mediuntil paid or abated.

The obligations and privileges of membership in the Townhouse Association shall be as set forth in its Rules, from time to time amended, and shall extend to contract purtand owners of all townhouse parcels included in member-and pertain to and be coterminous with the duration of interest of each such contract purchaser or owner; but each will be and remain personally liable to the Granada Town-Nesociation until abatement or payment for all dues or tharges as fixed by it at any time or from time to time to the duration of such interest and membership.

facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

- 5. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration and in said Declaration are and will be subject to the following enforcement:
- a. The Granada Townhouse Association and every contract purchaser or owner of any townhouse lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to any convenant or easement granted to it or to such contract purchaser or owner.
- b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

## 6. Extension, Modification, Termination:

- a. For the purpose of avoiding undue hardship, the Granada Townhouse Association will have the right by an express written permit to waive partly or wholly the application to any townhouse parcel of any covenant or easement granted to it; and Granada Townhouse Association will have the right to extend, modify, or terminate all or any part or parts respectively of this Declaration other than easements granted to other grantees.
- b. If any portion of these Declarations shall be held invalid, the remaining Declarations shall be decreed to remain in full force and effect.

Morlo OFAL L. MORTON CASTLE'S, INC., a Corporation President

JACK R. MORTON

CE OF NEBRASKA )

CUNTY OF DOUGLAS )

On this (o day of ( /// Qual \_, 1973, before me, a notary Pile in and for Douglas County personally appeared Jack R. Morton f Gpal L. Morton, husband and wife, personally known to me to the identical persons who have executed the foregoing instrument acknowledged that their execution thereof was their voluntary ict and deed.

LARRY E. WELCH GENERAL NOTARY-State of Neba AM My Commission Expires January 17, 1977

OF NEBRASKA )

MANY OF DOUGLAS )

day of (Myusi , 1973, before me, personally Dwight E. Whitesides, President of Castle's, Inc. (a corporation), personally known to be the President and the identical person rame is affixed to the above instrument, and acknowledged ecution thereof to be his voluntary act and deed as such ofand the voluntary act and deed of said corporation and that

77 7 199 512

## AMENDMENT NO. 1 TO DECLARATIONS OF GRANADA TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded

This AMENDMENT, made February 15, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R. MORTON and OPAL L. MORTON, husband and wife, hereinafter called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3, 4, and 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants are desirous of adding an amendment to "Declarations" previously executed, dated August
6, 1973, recorded in Book 525 at Page 331 of the Miscellaneous Records of the Register of Deeds of Douglas County,
Nebraska;

NOW, THEREFORE, , declare as follows, to-wit:

- A) No lien or assessment provided in the original Declarations herein for unpaid dues or assessments shall be deemed to be superior to or have priority over any purchase money lien or mortgage inpressed upon any of said lots for the purpose of acquiring an interest in any lot or lots.
- B) Any notice of unpaid dues or assessments shall be sent to lien holders of record of purchase money liens or mortgages provided that said lien holder has given notice to the association of its address and notice shall be deemed to be given upon mailing same to the last known address of the lien holder contained in the records of the Association.

States executed August 6, 1973, to "rules to the By-Laws of states."

WILLESS WHEREOF, Declarants have executed this

JACK R. MORTON

OPAL L. MORTON

CASTLE'S, INC., a Corporation

PRESIDENT

Attest Sucheters of

TATE OF NEBRASKA )
) ss
CONTY OF DOUGLAS )

On this \_\_\_\_\_day of February, 1974, before me, a motary public in and for Douglas County, personally appeared Jack R. Morton and Opal L. Morton, husband and wife, sonally known to me to be the identical persons who have recuted the foregoing instrument and acknowledged that their execution thereof was their voluntary act and deed.

LARRY E. WELCH
GENER: NOTARY State of Nebr.
My Commission Expires
January 17, 1977

NOTARY PUBLIC

TATE OF NEBRASKA )

CUNTY OF DOUGLAS ).

On this /S day of February, 1974, before me, permally came Dwight E. Whitesides, President of Castle's, (a corporation), to me personally known to be the sident and the identical person whose name is affixed the above instrument, and acknowledged the execution not to be his voluntary act and deed as such officer the voluntary act and deed of said corporation and that 77-338

800N 543 MG 891

AMENDMENT NO. 2 TO DECLARATIONS OF GRANADA TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded

This AMENDMENT, made October 14, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R. MORTON and OPAL L. MORTON, husband and wife, hereinafter called "Undersigned",

WITNESSETH: THAT,

WHEREAS, the Undersigned are the owners of all townhouses located on Lots 1, 2, 3, 4 and 5, Block 8, Sunnyslope 3rd Platting, First Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, the Undersigned are desirous of adding an Amendment to "Declarations" previously executed, dated August 6, 1973,
recorded in Book 525 at Page 331 of the Miscellaneous Records
of the Register of Deeds of Douglas County, Nebraska;

NOW, THEREFORE, declare as follows, to-wit:

So long as Granada Townhouse Association shall consist of or be controlled by the original signatories of these Declarations in their capacity of developers of the above mentioned real estate, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of common areas, and amendments to the Declaration of Covenants, Conditions and Restrictions.

Granada Townhouse Association is a Nebraska nonprofit Cor-

IN WITNESS WHEREOF, the Undersigned have executed this

Attadment at Omaha, Douglas	County, Nebraska.
	JACK R. MORTON
Training A 18	Jaen R. Moston
OR SCRAPE SALE	OPAL L. MORTON
	Open L. Morton
A SKA WALLER	( pa 6. 1/10ller
	CASTLE'S, INC., A Corporation
	DESTRICTION OF THE PROPERTY OF
Bette J. Filmon	Dale a Hahr
Rober Stonger	Marita a Hali
	a. Lis Skhiterides
STATE OF NEBRASKA )	
COUNTY OF DOUGLAS ) ss	
and Opal L. Morton, husband to be the identical persons	ober, 1974, before me, a Notary Public, personally appeared Jack R. Morton and wife, personally known to me who have executed the foregoing that their execution thereof was d.  Notary Public

STATE OF NEBRASKA ) SS MENTY OF DOUGLAS )

On this // day of October, 1974, before me, personally Dwight E. Whitesides, President of Castle's, Inc., a reporation, to me personally known to be the President and identical person whose name is affixed to the above instruand acknowledged the execution thereof to be his voluntary and deed as such officer and the wolum

STATE OF NEBRASKA ) COUNTY OF DOUGLAS On this // day of October, 1974, before me, a Notary Public, personally appeared / Douted York, Personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed Dwight E.Whitesides GENERAL NOTARY State of Nebraska My Commission Expires
April 24, 1973 STATE OF NEBRASKA ) SS COUNTY OF DOUGLAS ) On this day of October, 1974, before me, a Notary Public, personally appeared Dwight F& H. Lois Whitesidos personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed. DALE A. PAHN GENERAL NOTARY State of Nebraska My Commission Expires Notary Public November 4, 1974 STATE OF NEBRASKA ) SS COUNTY OF DOUGLAS ) On this 13 day of October, 1974, before me, a Notary Public, personally appeared Colony Manfan Standard, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed. Dwight E.Whitesides GENERAL NOTARY State of Nebraska My Commission Expires April 24, 1978

STATE OF NEBRASKA ) 38 COUNTY OF DOUGLAS )

C. HAROLD OSTLER, REGISTER OF DEEDS

DELICE OFFICE IN DOUGLAS COUNTY, NEBRASKA

On this 14 day of October, 1974, before me, a Notary Public, personally appeared Bette J Gibson + Frank E. Gibson personally known to me to be the identical person who has executed the foregoing instrument and adknowledged that his execution thereof was his voluntary act and deed.