

PROTECTIVE COVENANTS

Wear's Sunny View Addition, being a platting of part of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Four (4), Township Fifteen (15) North, Range Twelve (12), East of the sixth p.m., Douglas County, Nebraska

WEAR CONSTRUCTION COMPANY, A Nebraska Corporation,

TO WHOM IT MAY CONCERN

WHEREAS, the undersigned, Wear Construction Company, a Nebraska Corporation, has heretofore executed a plat of Wear's Sunny View, a subdivision in Douglas County, Nebraska, which plat was recorded on the 14<sup>th</sup> day of October, 1966, in Book 1301, Page 399, of the Deed Records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads, shown on said plat for use by the public for street purposes, and,

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on certain of the lots shown on said plat for the use and benefit of the present owners and future grantees:

Protective covenants for Lots One (1) through Eighty-Nine (89) Wears, Sunny View Addition, Douglas County, Nebraska.

(1) The following covenants shall run with the land in Lots One (1) through and including Nineteen (19) and Lots Thirty-Four (34) through and including Eighty-Nine (89).

(2) All lots in the above-described area shall be used for one of the following purposes: (a) Single family dwellings, (b) Churches, (c) Colleges and universities, (d) Schools--elementary and high school, (e) Publicly owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings and non-commercial recreation uses.

(3) No structure shall be erected, altered, placed or permitted to remain on any residential building plat, other than one detached single family dwelling not to exceed two stories in height and an attached private garage or

said term is defined as meaning any lot, or combination of parts or all of two or more lots, when used for residential purposes.

(4) Except as hereinafter provided, no building shall be located upon any residential building plat nearer than 40 feet to the front line; each shall have a side yard of not less than 10 feet in width and each side of the dwelling and a rear yard of not less than 35 feet, provided, however, that in case of corner lots, the side yard set back on the street side of the dwelling shall not be less than 20 feet. 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 zoning ordinance of the City of Omaha and all of the other ordinances, laws and regulations applicable thereto.

(5) No noxious or offensive trade or activity shall be carried 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 for dogs and cats) 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.

(7) The ground floor enclosed area of any residential structure erected within said Addition, exclusive of open porches and garages, shall be not less than 1,100 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.

(8) Frank J. Wear and Robert E. Wear shall constitute a committee hereinafter referred to as Restrictions Committee for the purpose of maintaining the conformity, harmony and general high quality of design and appearance of improvements on lots in the above-described subdivision. Plans and specifications for all dwellings built in this subdivision by anyone are to have a written approval by the above Committee if constructed within a period of ten (10) years.

(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

(10) A perpetual easement is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utilities 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 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 easement to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This easement 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 therefore is secured from the undersigned.

(12) All exposed foundations shall be either brick, stone-faced or painted cement blocks.

(13) The owners of lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

(14) The covenants and restrictions set forth, shall run with the land and be binding upon all persons for a period of 25 years after date hereof. At the expiration of said period they shall automatically be extended for successive periods of 10 years unless they are changed in whole or part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

(15) If the parties hereto or any of them or their heirs or assigns 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 the above-described development or subdivision to prosecute any proceeding 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 or other dues for such violations.



59.26

77-5617

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, being the owners of all of the Lots of Wear's Sunny View Addition being a platting of part of:

The Northwest one-quarter of Section four, Township 15 North, Range 12, East of the Sixth P. M., Douglas County, Nebraska

hereby agree that the Protective Covenants, which are of record pertaining to Lots 12 through 19 inclusive, Wear's Sunny View Addition, be amended to allow any use in compliance with Chapter 55.18, R-5 Fifth Residence District of the Omaha Municipal Code.

1) Mrs. Evelyn H. Jost Gade

Lot # 60  
Date: 10-10-71

2) R. B. Young  
Carol Young

Lot # 89  
Date: 10-10-71

3) William A. Moller  
Charles K. Moller

Lot # 65  
Date: 11-11-71

John P. Lundquist

5) Mr R. E. Mansor

Miss Mary Mansor

Lot # 84  
Date: 10-10-71

6) Edwin F Rowlett

Lucy Mae Rowlett

Lot # 81  
Date: 10-10-71

7) James C Nichols

Mrs M. Nichols

Lot # 42  
Date: 10-12-71

8) John E Champal

Lillian E Champal

Lot # 22  
Date: 10-13-71

9) Harold L Mendenhall

Miss Betty Mendenhall

Lot # 68  
Date: 10-13-71

10) Lucas F Mendenhall

11) James H. Poole

Marion Lee Poole

Lot # 98  
Date: 12-31-71

12) \_\_\_\_\_

Lot # \_\_\_\_\_  
Date: \_\_\_\_\_



SUBSCRIBED and sworn to before me this 23 day of December, 1971.

Robert E. Wilson  
NOTARY PUBLIC

The undersigned, Wear Construction Company, being the owner  
of the following Lots 1 through 41-43-44-45 through 59-79-83-61-62  
63-38-87-85-76 77-69 through 75-86-64  
hereby agree to the Amendment set out above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

WEAR CONSTRUCTION COMPANY

BY: James H. Poole  
President

Attest:

Robert E. Wilson  
Secretary

SUBSCRIBED and sworn to before me this 23 day of December 1971.