

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

Pacific Plaza, Inc., a Nebraska Corporation, being the owner of Pacific Plaza, a subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all lots contained therein are and shall be owned and held under and subject to the covenants, conditions, and restrictions herein set forth.

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the owner of any lot in said subdivision or any other person, 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 said development or subdivision to prosecute any proceedings at law or in equity against the person or persons 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation 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.

2. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building lot in this subdivision until complete plans, specifications, and plot plan showing the

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location of such building or improvement have been approved in writing by the Pacific Plaza, Inc. as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

3. Lots 1 to 9 inclusive shall be residential lots. All dwellings erected thereon shall be one story in height and shall be either single family dwellings or two family dwellings, and shall have a minimum of a double attached garage.

4. Lot 10 is hereby designated as a commercial area.

5. That 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.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. Any single family dwelling erected on any lot in the Sub-division shall have a minimum floor area, exclusive of garage and porches, of 1400 square feet. Two family dwellings shall have a minimum floor area of 1600 square feet, exclusive of garage and porches.

8. An easement is reserved over the rear five feet of each lot and over five feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

9. Any building erected on Lots 1 to 9 inclusive shall have a front yard setback of 40 feet and a side yard setback of 15 feet.

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The sideyard setback on a corner Lot shall not be less than one-half of the distance of the front yard setback, except on Pacific Street where all structures must be located not less than 50 feet from the South line of Pacific Street as now located. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line.

10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees, and for walks and drives; provided that no trees, shrubs or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants or shrubs shall be permitted to remain on any part of any Lot.

IN WITNESS WHEREOF, said Pacific Plaza, Inc., by its President and Secretary, has hereunto set its corporate name and seal this 2 day of DECEMBER, 1955.

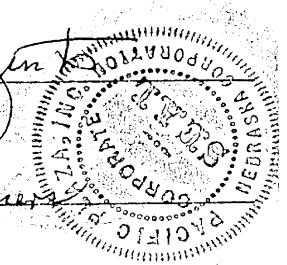
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PACIFIC PLAZA, INC.,

BY: [Signature]

Attest:

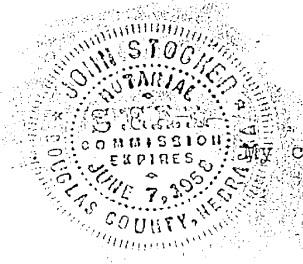
BY: T. W. [Signature]



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 2nd day of December, 1955, before me, the undersigned, a Notary Public, personally appeared LEO J. ZENTS, to me known to be the President of Pacific Plaza, Inc., a Corporation, to me personally known to be the identical person whose name is affixed to the above instrument and he acknowledged the execution thereof to be his voluntary act and deed as such Officer, and the voluntary act and deed of the Pacific Plaza, Inc., and that the corporate seal of the said Pacific Plaza, Inc. was thereto affixed by its authority.

WITNESS my hand and Notarial Seal in said County the date last above written.



[Signature]
NOTARY PUBLIC

My commission expires on the 7 day of June, 1956.

27. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 2 DAY December 1955 AT 4:19 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 600