

PROTECTIVE COVENANTS

AMERICAN DEVELOPMENT COMPANY, a Corporation, owners of Pacific Heights Addition, a real estate subdivision in Douglas County, Nebraska, comprising Blocks 1 to 28, inclusive, as surveyed, platted and recorded, do hereby state, declare and publish that all of the property in said subdivision shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1.) Buyer of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surrounding property and owners. Should Buyer fail to maintain the premises, Developer, so long as Developer retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds, and undergrowth and shall charge Buyer Four Dollars (\$4.00) for each such service per lot; and such sum, if unpaid, shall become a lien on the property.

2.) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition 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.

3.) No noxious or offensive or annoying activities shall be conducted upon any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

4.) No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersection sufficient for the safety of pedestrians and vehicles.

5.) No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agents, successors, heirs or assigns.

6.) No building or structure shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to general plan and external design and as to location and use of the building or structure with respect to property and setback lines by the subdivider or his legally appointed agents, successors, heirs or assigns. Written approval or disapproval mailed to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph. Should the subdivider or his agent fail to approve or disapprove such plans, design and location within thirty (30) days from date after such plans have been submitted to him, or in any event if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof, then such approval will not be required and this covenant will be deemed to have been complied with. Neither the subdivider or his agents shall receive any compensation for such services. The powers and duties outlined therein shall cease on and after January 1, 1971. Thereafter such approval shall not be required unless prior to said date and effective thereon a written instrument duly recorded shall be executed by the then Owners of a majority of the lots appointing one or more representatives thereafter to exercise these powers.

7.) When public sewers become available, dwellings and buildings of any type requiring sewerage facilities then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, when any improvements are erected on any lot in this subdivision, the Owner shall at the time construct a sanitary disposal system of design approved by the County and State Public Health Department, and correctly install the sanitary disposal system as to be harmless to adjoining properties.

8.) These covenants shall run with the land and be binding upon all persons affected for a period of twenty (20) years from date thereof. At the expiration of such period they shall be automatically extended for successive periods of ten 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, except that the initial period of twenty years plus all extensions shall not exceed ninety-nine (99) years.

9.) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10.) Each of the provisions hereof is several and separable, and invalidation of any such covenants by judgment or Court Order shall not affect any other of the provisions thereof which shall remain in force and effect.

11.) The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots of said property.

12.) Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

IN WITNESS WHEREOF, we have executed this instrument at Omaha, Douglas County, Nebraska, this 14th day of November, 1961.

AMERICAN DEVELOPMENT COMPANY

STATE OF NEBRASKA)  
  )ss.  
COUNTY OF DOUGLAS)

BY: Bill Petersen

On this 14<sup>th</sup> day of November, 1961, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Bill Petersen, who is the President, of American Development Company, a corporation, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

LAW OFFICES OF  
CRAWFORD, GARVEY, COMSTOCK & NYE  
REDICK TOWER  
OMAHA 2, NEBR.

Hebe Seguras  
Notary Public

PROTECTIVE COVENANTS

AMERICAN DEVELOPMENT COMPANY, a Corporation, owners of Pacific Heights Addition, a real estate subdivision in Douglas County, Nebraska, comprising Blocks 1 to 28, inclusive, as surveyed, platted and recorded, do hereby state, declare and publish that all of the property in said subdivision, except that portion hereinafter excluded, shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1.) All lots described herein except as noted hereafter shall be known, described and used solely as residential lots and no structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height. These protective covenants shall not apply to any of the following lots or blocks:

Block 1, 27, 28 and lots 1 through 9, inclusive,  
in Block 2,

unless residences are built thereon.

2.) No building shall be erected, altered, placed or permitted to remain on any residential building lot nearer than 35 feet to the front lot line nor nearer than 5 feet to any side lot line, except that on corner lots no building shall be erected nearer than 15 feet to the side street line.

3.) No dwelling or structure of any type requiring sewerage facilities shall be erected on any building plot that does not have the square feet area to meet sanitary disposal system requirements to the standards set by the County and State Public Health Department.

4.) No residential lot or lots shall be resubdivided into a building plot having less than 10,000 square feet of area or a width of less than 60 feet at the building line.

5.) The dwelling shall be completed on the exterior within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless stone or brick.

6.) No structure may be erected unless provision is made for a minimum of one off street parking space for each dwelling.

7.) No construction of any type can be started until a culvert is constructed at the point of ingress or egress for the proper control of storm drainage. Each culvert so constructed shall have a minimum diameter providing the required end area which will adequately handle the normal storm runoff, based on a ten year rain frequency at the location of each particular culvert, and shall be maintained to provide for the unimpeded flow of storm waters. In any event, no culvert shall have an inside diameter of less than 12 inches and a length of 12 feet for a single car driveway, nor an inside diameter of less than 12 inches and a length of 16 feet for a two car driveway.

8.) No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 1,000 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot. All other structures shall be in the rear of the dwelling house and shall be sightly, of neat construction and of a character to enhance the value of the property.

9.) (a) There shall be no ingress or egress to 168th Street from Lot 1 and 2, in Block 11; Lots 1 through Lot 8, inclusive, in Block 13; Lot 1 and 39 in Block 14 and Lot 1 through Lot 6, inclusive, in Block 15.

(b) There shall be no ingress or egress to Pacific Street from Lot 1 through 14, inclusive, in Block 5.

10.) No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

11.) No part of any lot or any improvement erected thereon shall be used for raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domes-

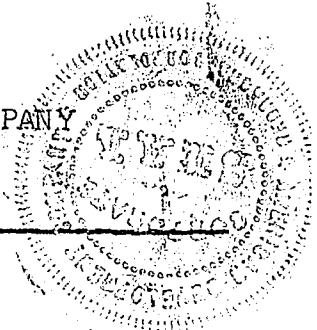
ticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for any commercial purpose.

12.) An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No permanent buildings or trees shall be placed in or on said easements or any existing easement on said addition, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restriction against building upon utility easements within five feet of side lot lines shall apply only to the other side lot line where an owner owns two or more contiguous lots and uses an area greater than one lot for a building site. Said side lot easements are granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been extended to the structure, all remaining side lot easements not used shall automatically terminate and become void.

IN WITNESS WHEREOF, we have executed this instrument in Omaha, Douglas County, Nebraska, this 14th day of November, 1961.

AMERICAN DEVELOPMENT COMPANY

BY: Bill Peterson



STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 14<sup>th</sup> day of November, 1961, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came BILL PETERSON, who is the President of American Development Company, a corporation, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed and the voluntary act and deed of said corporation.

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

Written.

John Piqueras  
Notary Public



NOTARIAL PUBLIC

WITNESSES

WITNESSES MAY BE CALLED AND INTERVIEWED BY THE JURY AND SHALL BE SWORN TO THE TRUTH OF THEIR TESTIMONY.

AND WHEREAS SAID DEED AND THE INSTRUMENTS TO WHICH SAID DEED IS REFERRED ARE TRUE AND CORRECTLY SET FORTH IN SAID INSTRUMENTS AND THE EXECUTION THEREOF TO BE MADE BY SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENTS IS THE IDENTICAL PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENTS OF AMERICAN DEVELOPMENT COMPANY, A CORPORATION, TO BE FORMED, PERSONALLY BY SAID PERSON, WHO IS THE REGISTERED AND NOTARIAL PUBLIC, FULLY COMMISSIONED AND QUALIFIED FOR SAID OFFICE.

ON THIS DAY OF \_\_\_\_\_, 1961, before me, the undersigned (NAME OF NOTARY) (NAME OF NOTARY)

BY:

AMERICAN DEVELOPMENT COMPANY

AND WHEREAS SAID PERSON, THIS DAY OF \_\_\_\_\_, 1961, IN MY PRESENCE, HAS EXECUTED THIS INSTRUMENT OF SAID DEED AND HAS BECOME A PARTY TO SAID DEED.

AND WHEREAS SAID PERSON HAS BEEN ADVISED BY ME OF THE NATURE AND CONSEQUENCES OF SAID DEED AND HAS DECLARED THAT HE UNDERSTANDS THE CONTENTS AND MEANING OF SAID DEED AND THAT HE WANTS TO EXECUTE SAID DEED.

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*Handwritten signature*

1961 DEC 4 PM 4 23

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
SACRAMENTO COUNTY, CALIF.

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