

For lots D 1 A 1, D 1 B, D 6, D 4 B, D 3, E and F, all in ~~Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska;~~ the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; part of said property now platted as lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 206 inclusive, Chandler Acres, an addition in Sarpy County, Nebraska.

and which covenants shall be binding on all present and future owners of the above described real estate, and which are and shall be covenants running with the land.

It is the purpose hereof and is hereby covenanted that the City of Omaha, in Douglas County, State of Nebraska, and Sanitary and Improvement District No. 3 of Sarpy County, Nebraska, or either of them, through their respective employees and representatives, shall have the right to enter upon the property hereinabove described for inspection of sewers, sewer connections, for sewer maintenance purposes, and for determination of type of sewage.

APPROVED and signed as to the property described above, by the undersigned, being the owners of all of said property:

As to the East 50 feet of the West 150 feet of Tax Lot D 6, ~~in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

Emile J. Schwartz and
Ina B. Schwartz
Emile J. Schwartz her husband.
PHIL D. SCHWARTZ

As to the East 50 feet of the West 250 feet of Tax Lot D 6, in ~~the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

William L. Miller and
Alice M. Miller
William L. Miller, his wife.
WILLIAM L. MILLER

As to the West 50 feet of Tax Lot D 6, in ~~the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.~~

Richard M. Miller and
Kathleen L. Miller
Richard M. Miller, his wife.
RICHARD M. MILLER

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
day 22 of Dec, 1922 at 10 A.M., Esther Ruff, County Clerk. 250

96-017494

96 AUG 28 PM 3:32

George J. Dowding
REGISTER OF DEEDS

96-17494
County 9
Verify ✓
DE ✓
Proof ✓
Fee \$ 17.50
Ck ☐
Cash ☐
Chg ☒ FINE


THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING
Sarpy County Register of Deeds

1210 Golden Gate Drive, Suite 1109 Papillion, Nebraska 68046-2885 Phone: (402) 583-2185 Fax: (402) 583-2338

96-17494

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LOT 3 CHANDLER PLAZA

 The undersigned, PDM, Inc. ("PDM"), owner of the ~~North 75 feet~~ of Lots 1, 2, 4, 4A, Chandler Plaza, and SIP, L.L.C., owner of all of Lot 3 Chandler Plaza ~~except the north 75 feet thereof~~, as surveyed platted and recorded in the City of Bellevue, Sary County, Nebraska, do hereby covenant, state, declare and publish for the benefit of the owner of Lots 1, 2, 4, and 5 of Chandler Plaza, as surveyed platted and recorded in the City of Bellevue, Sary County, Nebraska, and its successors and assigns, that the above-described ~~real property~~ shall be owned, used, conveyed and held under and subject to the following covenants, conditions and restrictions, namely:

1. For a period of five (5) years from the date of this document Lot 3 shall be used exclusively for a convenience store/self-service motor fuel operation contained within a single structure, together with gas pumping stations or islands.
2. The total net square feet of all buildings constructed on Lot 3 shall not exceed five thousand five hundred (5,500).
3. PDM shall retain architectural control over all exterior improvements (but not interior) on all structures and improvements on Lot 3, and the owner of Lot 3 shall submit all plans and specifications for all such improvements to PDM, which must be approved by PDM before construction begins on any such improvements. This architectural control shall apply only as long as PDM retains ownership of all or part of Lots 1, 2, 4, or 5 of Chandler Plaza.
4. All exterior surfaces of buildings constructed on Lot 3 shall be masonry and/or aluminum frames with glass.
5. All trash enclosure walls shall be masonry.
6. No structure or sign shall be erected on Lot 3 exceeding 18 feet in height.
7. Total signage on Lot 3 shall not exceed 175 square feet, which shall include only 1 free-standing sign which shall not exceed 100 square feet.
8. Satellite dishes used on Lot 3 shall be screened from public view if they exceed 18" in diameter.


96-17494

9. No auxiliary buildings or structures shall be permitted on Lot 3, except gas pumping stations or islands which can contain credit, debit or bank cash card facilities, for gasoline sales only.

10. These covenants, conditions and restrictions shall be recorded and shall run with the land.

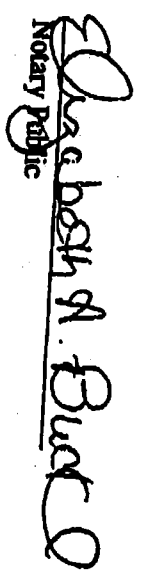
In witness whereof, the declarant has executed this declaration at Omaha, Douglas County, Nebraska this 23RD day of AUGUST, 1996.

PDM, Inc., a Nebraska Corporation:

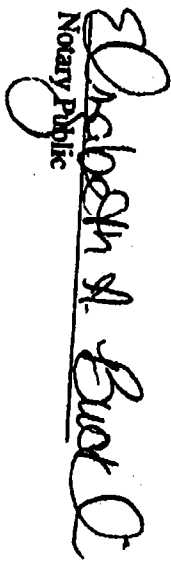
By: 
Title: VICE PRESIDENT
SIP, L.L.C.

By: 
Member
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this 23 day of AUGUST, 1996 by Jeffrey M. Keating, vice-president of PDM, Inc., a Nebraska corporation, on behalf of the corporation.


Notary Public
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this 23 day of AUGUST, 1996 by Charles Spaulding, member of PDM, Inc., a Nebraska limited liability company, on behalf of the limited liability company.


Notary Public

LLOYD J. DOWDING
Barry County Register of Deeds

1210 Golden Gate Drive, Suite 1108 Piquette, Michigan 49094-2985 Phone: (402) 590-2185 Fax: (402) 590-2186

1. For a period of five (5) years from the date of this document Lot 3 shall be used exclusively for a convenience store/self-service motor fuel operation contained within a single structure, together with gas pumping stations or islands.
2. The total net square feet of all buildings constructed on Lot 3 shall not exceed five thousand five hundred (5,500).
3. PDM shall retain architectural control over all exterior improvements (but not interior) on all structures and improvements on Lot 3, and the owner of Lot 3 shall submit all plans and specifications for all such improvements to PDM, which must be approved by PDM before construction begins on any such improvements. This architectural control shall apply only as long as PDM retains ownership of all or part of Lots 1, 2, 4, or 5 of Chandler Plaza.
4. All exterior surfaces of buildings constructed on Lot 3 shall be masonry and/or aluminum frames with glass.
5. All trash enclosure walls shall be masonry.
6. No structure or sign shall be erected on Lot 3 exceeding 18 feet in height.
7. Total signage on Lot 3 shall not exceed 175 square feet, which shall include only 1 free-standing sign which shall not exceed 100 square feet.
8. Satellite dishes used on Lot 3 shall be screened from public view if they exceed 18" in diameter.

017494

By: [Signature]
Title: Vice President

SIP, L.L.C.

By: [Signature] [Signature]
Member

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Jeffrey M. Keating, vice-president of PDM, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Charles Spaulding, member of PDM, Inc., a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public