

No. 52. : Pacific Heights Corporation, a : PROTECTIVE COVENANTS.
Misc. 288, : Nebraska Corporation, : Dated June 16, 1954.
Page 645. : (Corporate Seal) : Filed June 16, 1954.
: By Laurance H. Myers, President :
: Attest: Virgil W. Smith, :
: Secretary, :
: To :
: Whom it may concern. :

HAPPY HOLLOW HILLS.
PROTECTIVE COVENANTS AND EASEMENTS.

The undersigned, Pacific Heights Corporation, a Nebraska corporation, being the owner of Blocks 1, 2, 7 and 8 and Lots 10 through 14, inclusive, in Block 3, in Happy Hollow Hills, a Subdivision of part of the West Half of the Northwest Quarter of Section 27 and the East Half of the Northeast Quarter of Section 28, all in Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska, does hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. No Lots in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Lot to be used for residence purposes no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lots. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches): 1200 square feet for one-story dwellings; and 800 square feet for dwellings of more than one story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto; provided, that the floor of any attached garage may be not more than four and one-half $\frac{1}{2}$ feet lower than the main floor of the dwelling.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front Yard - 40 feet.
- (b) Side Yard - Adjoining Pacific Street, 27 feet; all others, 15 feet.
- (c) Corner Lots - If the dwelling shall face to the north or south, the required front yard setback shall be observed on both streets.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no 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 at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and

gas lines across the 5 feet adjoining the rear and side lines of each lot. All conveyances of any property in said Sub-division shall be subject to the rights of Great Lakes Pipe Line Company, a corporation under instruments of record.

9. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees 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 lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said Lots for the use and benefit of the owners and occupants of said Blocks.

10. The reservations stated in Paragraphs 8 and 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

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

12. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

13. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence 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 covenant, 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 obligation for its enforcement upon the undersigned.

14. Each of the provisions hereof is several and separable. Invalidity of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

15. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

No witness. Acknowledged June 11, 1954 by Laurance H. Myers, President of Pacific Heights Corporation, a Nebraska corporation, in due form for said corporation, before Gerald M. Vasak, Notary Public, with seal, Douglas County, Nebraska. Commission expires November 12, 1954.

lot, the Mortgagor has the privilege of paying \$100.00 or any multiple thereof, in addition to the required installments at any time after May 1, 1954 and all pre-payments including the payments made for the release of any lot, shall be credited upon the first maturing unpaid installment of the note secured by this mortgage.

The mortgagor shall pay all taxes levied and assessed under the laws of the State of Nebraska against the mortgaged property or upon the deed secured hereby, subsequent to 1953 State and County Taxes, before the same become delinquent and on failure of the Mortgagor to pay any tax, the Mortgagee may pay said tax and all amounts so paid, together with interest thereon from date of payment until repaid at the rate of 7% per annum, shall be added to the indebtedness secured by this mortgage and considered a part thereof and shall be repaid on demand of the Mortgagee.

No witness. Acknowledged December 23, 1953 by Laurance H. Myers, President of Pacific Heights Corporation in due form for said corporation before Winthrop B. Lane, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 4, 1955.

No. 50.	:	Great Lakes Pipe Line Company,	:	PARTIAL RELEASE OF
Book 287,	:	(Corporate Seal)	:	RIGHT OF WAY.
Page 535.	:	By John L. Auch, Vice President,	:	Dated Apr. 27, 1954.
	:	Attest: W. S. De Jarnette, Jr.	:	Filed May 7, 1954.
	:	Ass't. Secretary,	:	
	:	To	:	
	:	Pacific Heights Corporation,	:	
	:	(Corporate Seal)	:	
	:	By Laurance H. Myers, President	:	
	:	Attest: Virgil W. Smith,	:	
	:	Secretary,	:	

Know All Men By These Presents: That Great Lakes Pipe Line Company, a Delaware Corporation with its principal place of business in Kansas City, Missouri, party of the first part, hereinafter called "Grantor" for and in consideration of \$1.00 in hand paid by Pacific Heights Corporation, a Nebraska Corporation, party of the second part, hereinafter called "Grantee," and the covenants hereinafter contained to be kept by grantee, does hereby release, quit-claim, and convey unto said grantee, all of its right, title, and interest acquired by virtue of that certain Right of Way Agreement executed November 20, 1945, and filed for record in Book 205 Page 645, of Miscellaneous in the Office of The Register of Deeds of Douglas County, Nebraska, in and to the following, and no other, described lands in the County of Douglas, State of Nebraska:

East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Section 28, and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 27, all in Township 15, Range 12, excepting unto Grantor, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way Agreement, in and to the following described tract of land: shown by the description in Exhibit "A" attached hereto and by this reference made a part of this Partial Release of Right of Way to the same purpose, effect and extent as if the same had been physically copied here.

To have and to hold unto the said Grantee, its successors and assigns forever.

It is strictly understood that nothing herein contained shall in any wise diminish Grantors right, title and interest in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantee will not erect or permit to be erected any building, improvement, obstruction, or any structure of any kind, either above or below the surface of the ground, on the tract of land above excepted unto Grantor, without the express written permission of Grantor, and this covenant shall constitute a covenant running with the land and shall be binding on said Grantee, its successors and assigns in interest.

It is further understood that grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the land herein^{be} leased from the burdens of said Right of Way Agreement.

No witness. Acknowledged April 27, 1954 by the above named Vice-President of Great Lakes Pipe Line Company in due form for said Corporation before Winifred Ralston, Notary Public, with seal, Jackson County, Missouri. Commission expires March 27, 1957.

No witness. Acknowledged April 21, 1954 by the above named Laurance H. Myers, President of said Corporation in due form for said Corporation before F. G. Jamison, Notary Public, with general seal, Douglas County, Nebraska. Commission expires August 17, 1959.

EXHIBIT "A"

A certain parcel or strip of land, lying, being and situated in Section 27 and Section 28, both in Township 15 North, Range 12 East, Douglas County, Nebraska, being more particularly described as follows:

Beginning at a point on the North line of said Section 28, said point being 27.00 feet Westerly, measured along said North line from the common section corner between Sections 21, 22, 27 and 28 in said Township 15 North, Range 12 East;

Thence S 0 deg. 05' 23" W, a distance of 1520.97 feet to a point;
 Thence S 19 deg. 56' 42" E, a distance of 54.85 feet to a point;
 Thence S 39 deg. 58' 47" E, a distance of 425.47 feet to a point;
 Thence S 18 deg. 15' 08" W, a distance of 791.01 feet, more or less, to a point on the East and West $\frac{1}{4}$ Section line of said Section 27;

Thence S 89 deg. 54' 28" W, along said East and West $\frac{1}{4}$ Section line, a distance of 19.07 feet to the common $\frac{1}{4}$ corner between said Section 27 and Section 28;

Thence S 89 deg. 45' 47" W, along the East and West $\frac{1}{4}$ Section line of said Section 28, a distance of 33.62 feet;
 Thence N 18 deg. 15' 08" E, a distance of 759.24 feet to a point;
 Thence N 10 deg. 51' 50" W, a distance of 35.91 feet to a point;
 Thence N 39 deg. 58' 47" W, a distance of 424.50 feet to a point;
 Thence N 0 deg. 05' 23" E, a distance of 1568.17 feet, more or less, to a point on the North line of said Section 28;
 Thence N 89 deg. 44' 30" E, along said North line of Section 28, a distance of 50.00 feet to the point of beginning.

Containing 3.20 acres, more or less.