

PROTECTIVE COVENANTS

The undersigned, Lloyd M. Peterson and Laura E. Peterson, husband and wife, hereby state that they are the owners of the following described property, sometimes hereinafter referred to as the "property":

Lots 1, 2, 3, 36 and 37, Maple Hill, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the East one-half of vacated 100th Avenue adjoining said Lots 1, 2 and 3 on the West, and the West one-half of vacated 100th Avenue adjoining said Lots 36 and 37 on the East; and

A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at the intersection of the East right of way line of 102nd Street and the South right of way line of Maple Street; thence Easterly along said South right of way line of Maple Street a distance of 282 feet; thence Southerly along the West common lines of Lots 37 and 36, Maple Hill, an Addition in Douglas County, Nebraska, a distance of 231.15 feet to the Northeasterlymost corner of Lot 35 in said Maple Hill; thence Westerly along the Northerly lines of Lots 35 and 36 in said Maple Hill, a distance of 297.32 feet to the Easterly right of way line of 102nd Street; thence Northerly along said Easterly right of way line of 102nd Street a distance of 231.5 feet to the intersection of said Easterly right of way line of 102nd Street and the Southerly right of way line of Maple Street and the Point of Beginning

The undersigned further state that the parcels above described were rezoned by the City of Omaha by City Ordinance dated the 2nd day of August, 1985, as follows:

(a) C-1 zoning, hereinafter referred to as "C-1 Parcel":

That part of the SE 1/4 of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SW corner of Lot 36, Maple Hill, as surveyed, platted and recorded, in Douglas County, Nebraska, thence North (assumed bearing) on the West line of said Lot 36, 70.00 feet thence S 89°55'00"W on a line 194.00 feet South of and parallel to the North line of said SE 1/4, 152.37 feet, to the point of beginning; thence continuing on a line 194.00 feet South of and parallel to the North line of said SE 1/4 87.63 feet; thence North on a line 90.00 feet East of and parallel to the

West line of said SE 1/4, 106.00 feet; thence N89°55'00"E on a line 88.00 feet South of and parallel to the North line of said SE 1/4, 87.63 feet; thence South on a line 177.63 feet East of and parallel to the West line of said SE 1/4, 106.00 feet to the point of beginning.

(b) R-9 zoning, hereinafter referred to as "R-9 Parcel":

That part of the SE 1/4 of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska, together with part of Lots 1, 2, 3, 36 and 37, Maple Hill, as surveyed, platted and recorded, and part of vacated 100th Avenue, all more particularly described as follows: Commencing at the SW corner of said Lot 36; thence North (assumed bearing) on the West line of said Lot 36, 70.00 feet to the point of beginning; thence S 89°55'00"W on a line 194.00 feet South of and parallel to the North line of said SE 1/4, 152.37 feet; thence North on a line 177.63 feet East of and parallel to the West line of said SE 1/4, 106.00 feet; thence N89°55'00"E on a line 88.00 feet South of and parallel to the North line of said SE 1/4, 46.92 feet to a point of curve; thence Southeasterly on a 102.00 foot radius curve to the right, chord bearing S76°20'00"E, chord distance of 48.49 feet, for an arc distance of 48.96 feet to a point of tangency; thence S62°35'00"E, 19.38 feet to a point of curve; thence Southeasterly on a 102.00 foot radius curve to the left, chord bearing S76°20'00"E, chord distance of 48.49 feet, for an arc distance of 48.96 feet to a point of tangency; thence N 89°55'00"E on a line 70.00 feet South of and parallel to the North line of said Lots 1 and 37, 253.88 feet; thence South on a line 70.00 feet West of and parallel to the East line of said Lots 1, 2, and 3, 219.56 feet; thence N57°17'03"W on a line 55.00 feet North of and parallel to the Southerly line of said Lot 3, 268.71 feet; thence S89°55'00"W on a line 194.00 feet South of and parallel to the North line of said SE 1/4, 33.78 feet to the point of beginning.

(c) P-1 zoning, hereinafter referred to as "P-1 Parcel":

Lots 1, 2, 3, 36 and 37, Maple Hill, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the East one-half of vacated 100th Avenue adjoining said Lots 1, 2 and 3 on the West and the West one-half of vacated 100th Avenue adjoining said Lots 36 and 37 on the East; together with the West 330.00 feet of the North 264.00 feet of the SE 1/4 of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska, lying South of the Maple Street R.O.W. and East of the 102nd Street R.O.W., except that part described as follows: Commencing at the SW corner of said Lot 36; thence North (assumed bearing)

on the West line of said Lot 36, 70.00 feet to the point of beginning; thence S89°55'00"W on a line 194.00 feet South of and parallel to the North line of said SE 1/4, 240.00 feet; thence North on a line 90.00 feet East of and parallel to the West line of said SE 1/4 106.00 feet; thence N89°55'00"E on a line 88.00 feet South of and parallel to the North line of said SE 1/4, 134.55 feet to a point of curve; thence Southeasterly on a 102.00 foot radius curve to the right, chord bearing S76°20'00"E, chord distance of 48.49 feet, for an arc distance of 48.96 feet to a point of tangency; thence S62°35'00"E, 19.38 feet to a point of curve; thence Southeasterly on a 102.00 foot radius curve to the left, chord bearing S76°20'0"E, chord distance of 48.49 feet, for an arc distance of 48.96 feet to a point of tangency; thence N89°55'00"E on a line of said Lots 1, 2 and 3, 219.56 feet; thence N57°17'03"W on a line 55.00 feet North of and parallel to the southerly line of said Lot 3, 268.71 feet; thence S89°55'00"W on a line 194.00 feet South of and parallel to the North line of said SE 1/4, 33.78 feet to the point of beginning.

The undersigned do hereby make, declare and publish that the above described parcels shall be owned, conveyed, and held under and subject to the following conditions and restrictions, for the purpose of controlling, governing and regulating the use and occupancy of said property, to-wit:

1. These covenants shall run with the land and shall be binding on all present and future owners of all or any part of the above described real estate until January 1, 1993, at which time the said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the "property" and Lots 4 through 35, inclusive, Maple Hill, as surveyed, platted and recorded, in Douglas County, Nebraska, agree to change said covenants in whole or in part. The owner or owners of the "property" shall be limited to six (6) votes in connection with any such change in these covenants. In no event shall the present use and zoning set forth in these covenants be changed or altered in any manner without the unanimous consent of the owner or owners of the "property."

2. If the present or future owners of any part of the "property", or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, any other owner of a part of said "property" and the owners of all or any part of Lots 4 through 35, inclusive, Maple Hill, as surveyed, platted and recorded, in Douglas County, Nebraska, may bring any proceedings at law or in equity against the party violating or attempting to violate any such covenant, either to prevent said violation or to recover damages therefor; but, this instrument shall in no way be construed as placing any liability or obligation for its enforcement on the undersigned.

3. The aforesdescribed Parcel C-1 shall be used only as a financial institution, such as a bank, including drive-in bank, or the uses permitted under R9 zoning set forth in the Ordinances of the City of Omaha as of the 2nd day of August, 1985, which R9 uses are furtherlimited as set out in Paragraph 4 below.

4. The aforesdescribed R-9 and C-1 parcels shall be restricted to the same height limitations as provided for under the C-1 First Commercial District requirements as set out in the Zoning Ordinances of the City of Omaha as of the 2nd day of August, 1985, which reads as follows:

"No building shall exceed two and one-half stories, nor thirty five feet in height."

The R-9 parcel and the C-1 parcel in the event it is not utilized as a financial institution, as set forth in Paragraph 3 above, shall further be limited to the extent that said parcel cannot be utilized for multi-family dwellings, i. e. apartments, constructed exclusively as rental units, hotels, motels, hospitals, or day care centers.

5. Street lighting within the property shall be limited as follows:

"Lighting facilities, if installed, shall be designed and arranged so that they do not focus directly on adjacent residential properties or public thoroughfares. Street lighting fixtures shall be limited in height to twenty feet maximum. The optical system of the fixture shall have a semi-cutoff light distribution; i. e., all lighting adjacent to the residential homes shall be so arranged that the luminaries shall have a sharp cutoff at no greater than seventy eight degrees vertical."

6. Fencing within the property will be constructed of wood, concrete, brick, stone, or any combination thereof, and shall be permanent in nature. It shall be the responsibility of all the owners of the property to provide for the maintenance of the fencing as well as any common areas that may exist within the property.

7. All buildings constructed upon the property will have pitched roofs, and residential-type windows. Roofing shall consist of wood shingles or composition shingles of fiberglass or asphalt materials. All materials utilized in the construction of said buildings will be wood, concrete, brick, stone, stucco, or any combination thereof.

8. All signs constructed pertaining to the C-1 and R-9 Parcels shall be in accordance with the requirements set forth in the City Ordinances of the City of Omaha as of the 2nd day of August, 1985, as to properties zoned C1 and R-9 respectively, except no pole or pylon

sign shall be erected on the C-1 Parcel on the 102nd Street side of the buildings constructed on said parcel.

9. The provisions herein contained are in pursuance of a general plan of improvement and development of the property. Each provision is severable and separable, and invalidation of any such provision shall not affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

Lloyd M. Peterson
Lloyd M. Peterson

Laura E. Peterson
Laura E. Peterson

Florida
STATE OF ~~NEBRASKA~~
COUNTY OF ~~DOUGLAS~~ Hillsborough^{SS}

1986
BE IT KNOWN that on this 6th day of February, 1985, before me, a Notary Public duly commissioned, qualified and acting in and for said County and State, personally appeared the above named LLOYD M. PETERSON and LAURA E. PETERSON, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Protective Covenants, and they acknowledged the execution thereof to be their voluntary act and deed.

[Signature]
Notary Public
Expires June 26, 1989

BK 766 Del ✓ N 9-15-12 Fee 44.00
PG 369 Indx 1/1 MO in
OF misc Comp 1/1 Comp 1/1

9-15-12
68-281
-5-

1986 MAR -3 PM 12:30

RECEIVED

3190 F Misc