

PETCO, INC.  
a Nebraska Corporation

BOOK : : DECLARATION OF  
PROTECTIVE COVENANTS,  
PAGE : to EASEMENTS AND  
WHOM IT MAY CONCERN RESTRICTIONS

WHEREAS, the undersigned, PETCO, INC., a Nebraska corporation, has heretofore executed a plat of Pinevale Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the 22 day of January 1964 in Book 1208, at Page 509, of the Deed records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads and avenues shown on said plat for the use by the public for street purposes, and

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on the lots shown on said plat for the use and benefit of the present owners and future grantees;

NOW, THEREFORE, in consideration of the premises, PETCO, INC., a Nebraska corporation, for itself, its successors and assigns, hereby agrees that all of the lots shown on the above described plat of Pinevale Addition, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use, pursuant to the following restrictions which have been imposed upon said premises as a servitude in favor of said described premises and every lot therein, the same being pursuant to the general plan for the development and improvement of the tract of land embraced within said described plat during the period of time hereinafter prescribed, which restrictions, easements and covenants, are and shall be for the benefit of each and all of the lots and the blocks in said tract and shall be enforceable by any and all of the owners of any and all of said lots and by the grantor, the undersigned, PETCO, INC.

1. Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), in Block Five (5), Pinevale Addition, shall be occupied and used only for one of the following purposes:

- a) Single family dwellings;
- b) Two family dwellings (duplexes);
- c) Churches;
- d) Publicly owned and operated parks, playgrounds, fire stations, community buildings and non-commercial recreational uses, including community swimming pools.

2. All lots and blocks in Pinevale Addition not included within the foregoing Paragraph 1, shall be occupied and used only for one of the following purposes:

- a) Single family dwellings;
- b) Churches;
- c) Publicly owned and operated parks, playgrounds, fire stations, community buildings and non-commercial recreational uses, including community swimming pools.

3. With respect to any residential building plot included within the provisions of Paragraph 2, above, no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family dwelling not to exceed two stories in height and an attached private garage for one or more cars. With respect to any residential building plot included within the provisions of Paragraph 1, above, no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family or two family dwelling or duplex, not to exceed two stories in height with one or two attached private garages for one or more cars, one garage for each dwelling unit. Where the contour of lots permits the garage may be a basement garage. For the purposes of this paragraph, the term "residential building plot" is defined as meaning any lot or combination of parts or all of two or more lots when used for residential purposes, either for single family dwelling or duplex construction.

4. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl of any kind may be kept or maintained, nor shall there be any commercial gardening.

5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said addition, until the plans and specifications have been approved in writing by PETCO, INC., or its assigns for a period of ten (10) years following the platting of the lots in this addition.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. As to single family dwellings the ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not

less than 1,000 square feet for a one-story house and not less than 600 square feet on the first floor for a story and a half or a two-story house. As to duplex or two-family dwellings, the minimum square footage of floor area shall be not less than 600 square feet for each dwelling unit, or 1,200 square feet for each two family unit.

8. All dwellings built in said addition must be completed within six months from the date of the commencement of construction.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five-foot strip of land adjoining the rear and certain side boundary lines of said lots in said addition; said license to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This license is granted for the use and benefit of all present and future owners of lots in said addition.

10. All excess dirt resulting from excavation, construction, or otherwise, shall be hauled at the expense of the respective owners thereof to points within this addition designated by the undersigned for fill purposes. No excess dirt shall be removed from this addition, unless prior written permission therefor is secured from the undersigned.

11. No fences shall be built in the front yard beyond the front line of any dwelling, except upon prior written approval of the undersigned or its assigns.

12. All exposed foundations shall be either brick, stone-faced or painted cement blocks.

13. The owners of lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

14. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty (20)

years from the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten 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, except that the initial period of twenty (20) years, plus all extensions, shall not exceed fifty (50) years.

15. 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 covenants, 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 anywise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

16. Each of the provisions hereof is several and separable. Invalidation 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.

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

18. With respect to Lots One (1), Two (2), and Three (3), Block (3); Lot Two (2), Block Four (4); and Lots One (1) through Eight (8), inclusive, Block Five (5), the following shall apply:

"Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line."



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President and its Corporate Seal to be affixed hereto on this 22 day of NOVEMBER 1963.

Attest: R. P. Pettegrew  
Secretary

PETCO, INC., a Nebraska Corporation  
By Rose Mary Pettegrew

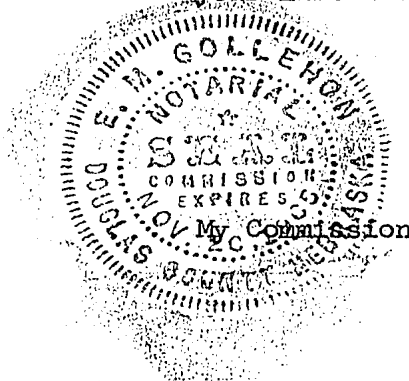
STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 22<sup>nd</sup> day of November 1963, before me, the undersigned, a Notary Public in and for said County, personally came Rose Mary Pettejew, President of PETCO, INC, a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

E. M. Gallehan  
NOTARY PUBLIC

My Commission expires the 20<sup>th</sup> day of November, 1965.



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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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Mae  
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[Signature]  
Notary of Deeds

Petco, Inc  
11430 Hwy 107 Rd  
N 74-714 + 728  
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