

PROTECTIVE COVENANTS

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

1. All of Block 1 in Pacific Heights Addition shall be 1st Commercial and no land in the above described property shall be used or occupied, nor shall any structure be designed, erected, altered, used or occupied except for one of the following retail uses and services:

- 1.) Apparel and accessories store.
- 2.) Auto accessories store.
- 3.) Auto laundry.
- 4.) Auto sales and service.
- 5.) Bakery employing not more than five persons per shift.
- 6.) Bank including drive-in bank.
- 7.) Barber shop.
- 8.) Beauty shop.
- 9.) Blueprinting.
- 10.) Bookstore.
- 11.) Bowling alley.
- 12.) Camera and photographic supplies store.
- 13.) Confectionery store.
- 14.) Dairy products store.
- 15.) Delicatessen store.
- 16.) Department store.
- 17.) Dry goods store.

mechanics or production persons per shift are employed processing laundry.

- 20.) Drug store.
- 21.) Floral shop.
- 22.) Fruit store.
- 23.) Gasoline filling station, including open air pump, islands which may be located in the rear not closer than twelve feet to the property line.
- 24.) Garden supply store including open air display of trees, shrubs and flowers.
- 25.) Gift store.
- 26.) Grocery store.
- 27.) Hardware store.
- 28.) Hotels and motels.
- 29.) Home furnishings store.
- 30.) Hospital, clinics for treatment of human beings.
- 31.) Household appliance and service store.
- 32.) Interior decorating shop.
- 33.) Institutions of an educational, philanthropic or eleemosynary nature.
- 34.) Jewelry store.
- 35.) Laboratory, dental, medical.
- 36.) Laundry pick-up and delivery station.
- 37.) Laundry, self-service.
- 38.) Liquor store, package.
- 39.) Locksmith.
- 40.) Luggage store.
- 41.) Marine equipment and service store, including open air

- 49.) Parking lot, either enclosed or open air.
- 50.) Pet store.
- 51.) Photo studio and processing.
- 52.) Post office.
- 53.) Private clubs, fraternities, lodges.
- 54.) Radio, Television - repair shop and store.
- 55.) Shoe repair shop.
- 56.) Shoe store.
- 57.) Sporting goods store.
- 58.) Stationary store.
- 59.) Tailor shop.
- 60.) Taxi stand.
- 61.) Telephone exchange.
- 62.) Theatre, excluding drive-in movie.
- 63.) Tobacco store.
- 64.) Toy store.
- 65.) Utility sub-station.
- 66.) Variety store.
- 67.) Restaurant, soft drink or other food service establishments. A restaurant may, if properly licenses, sell intoxicating beverages by the drink.

II. Enclosure of Uses: Every use shall be operated entirely within a completely enclosed structure unless specifically exempted.

III. Volume of Sound Generated: Every use shall be so operated that the volume of sound inherently and recurrently generated is not perceptible and does not exceed seventy decibels points of any boundary line of the zone lot on which the lot is located.

IV. Vibration Generated: Every use shall be so operated that the ground vibration inherently and recurrently generated is not

VI. Lighting and Signs: (a) Lighting - Lighting facilities, if installed, shall be designed and arranged so that they do not focus directly on adjacent residential properties or public thoroughfares, thereby creating a traffic hazard; such lighting facilities may be installed in any yard. (b) Signs - All signs shall be designed, erected and located in accordance with the following regulations:

(1) Entrance Signs: One entrance sign designating the business enterprise and direction or place of entrance may be erected at each entrance to any zone lot, provided such sign shall not project over any street right-of-way. Such entrance signs shall not be larger than 24 inches by 48 inches and shall not exceed four feet in height, except where curb parking is permitted such signs may be elevated to a height not to exceed ten feet to the top of the sign.

(2) Ground, pole or pylon signs. One free standing sign identifying the name of the business, enterprise or product sold on the premises may be erected on each zone lot having one street frontage and two such signs may be erected in case of corner zone lots having two street frontages, providing all such signs meet the following requirements:

a.) A free standing sign erected in the front or side yard of the zone lot shall not be located closer than twelve feet to the front property line; shall not exceed 25 feet in height, shall not exceed 75 square feet in area per sign panel; and shall have a visual clearance under the sign of at least 10 feet.

b.) A free standing sign erected on the building area

(4). Projecting signs. Any projecting signs shall be attached to the wall of the building. Projecting signs may not project into any of the minimum yard area.

(5). Roof signs. One roof sign identifying the name of the business, enterprise or the product sold on the premises may be erected on the roof of any building on any zone lot, provided that the maximum height of such roof sign shall not exceed 35 feet.

(6). Flashing signs or revolving beacons shall not be permitted if they are plainly visible in any adjacent residential area and in no case may they be closer than 75 feet to any zone lot property line or street right-of-way.

(7). Height Limitation. No building shall exceed two and one-half stories nor 35 feet in height.

(8). Area regulations. There shall be a front yard of not less than 35 feet from the front lot line. There shall be a side yard of not less than 50 feet adjoining any residential district. Side yards adjoining commercial property shall not be less than 10 feet except that property owners may agree to a party wall.

(9). Parking regulations.

a.) Adequate off-street parking spaces shall be provided for all uses permitted in this commercial district.

b.) Commercial buildings shall provide adequate off-street facilities for loading and unloading of merchandise and goods in such a manner as not to obstruct the freedom of traffic movement upon the public street.

IN WITNESS WHEREOF, we have executed this instrument at Omaha, Douglas County, Nebraska, this 11th day of November, 1961.

oration, to be known to be the identical person whose name is sub-
scribed 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.

Robert J. [Signature]
Notary Public

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DEC 4 PM 4-22

RICHARD J. O'CONNOR
REGISTER OF DEEDS
PHILADELPHIA, PENN.

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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

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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

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 detriment 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 Peterson

On this 14th day of November, 1961, before me, the undersigned, a Notary Public, duly commissioned and qualified for

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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 Y, 27, 28 and lots 1 through 9, inclusive,
in Block 24

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 foot 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.

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 6, 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

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)
COUNTY OF DOUGLAS) ss.

On this 14th 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 ack-

ATTENTION:

PLEASE PRINT NAME AND ADDRESS OF THE PERSON TO WHOM THIS LETTER IS TO BE DELIVERED

RECEIVED

THE FOLLOWING INFORMATION IS FOR THE USE OF THE POST OFFICE AND SHOULD BE PRINTED IN BLOCK CAPITAL LETTERS

NAME OF ADDRESSEE (PRINT FULL NAME)

ADDRESS (PRINT FULL ADDRESS)

CITY (PRINT FULL NAME)

STATE (PRINT FULL NAME)

ZIP CODE (PRINT FULL NAME)

DAY PHONE NUMBER (PRINT FULL NAME)

NIGHT PHONE NUMBER (PRINT FULL NAME)

TELETYPE NUMBER (PRINT FULL NAME)

TELEFAX NUMBER (PRINT FULL NAME)

TELEVISION SET (PRINT FULL NAME)

TELEPHONE EXTENSION (PRINT FULL NAME)

TELEPHONE CARRIER (PRINT FULL NAME)

TELEPHONE SERVICE (PRINT FULL NAME)

TELEPHONE TYPE (PRINT FULL NAME)

TELEPHONE MODEL (PRINT FULL NAME)

TELEPHONE MAKE (PRINT FULL NAME)

TELEPHONE COLOR (PRINT FULL NAME)

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