

PROTECTIVE COVENANTS

AMERICAN DEVELOPMENT COMPANY, a Corporation, owners of Pacific Street, a real estate subdivision in Douglas County, Nebraska, is conveyed, platted and recorded, hereby state, declare and warrant that the covenants, conditions and restrictions hereinafter set out, shall apply to the portions of said subdivisions as hereinafter described.

1.) As to all of said subdivision, except Blocks 1, 27 and 28, and Lots 1 through 9, inclusive, in Block 2, each dwelling shall have an inclosed garage large enough to house two cars of standard size, and no car ports will be allowed.

2.) As to all of said subdivision, except Blocks 1, 27 and 28, all exposed foundations not constructed of brick or stone veneer shall be painted.

3.) An easement on the North Seventeen (17) feet of Block One (1); the North Seventeen (17) feet of Block Five (5); the North Seventeen (17) Feet of Lot One (1) in Block Twenty Six (26); the North Seventeen feet (17) feet of Lot One (1) in Block Twenty-Seven (27); and the North Seventeen feet (17) feet of Block Twenty Eight (28), contiguous to Pacific Street is reserved for the widening of Pacific Street, and foundations of a permanent nature shall not be built on said seventeen (17) feet, nor closer than twenty two (22) feet to the south line of Pacific Street.

IN WITNESS WHEREOF, we have executed this instrument this 26th

July, 1962.

AMERICAN DEVELOPMENT COMPANY, a  
Nebraska Corporation

By: *[Signature]*



STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 26 day of July, 1962, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, per-

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PROTECTIVE COVENANTS

...AN DEVELOPMENT COMPANY, a Corporation, owner of certain  
 ... a real estate subdivided in Dodge County, Nebraska,  
 ... divided, platted and recorded, hereby states, declares  
 and publishes the following conditions and restrictions which  
 after every other shall apply to the portions of said subdivision  
 ...  
 ... all of said subdivision, except blocks 1, 2, 3 and  
 ... through 9, inclusive, in Block 4, each dwelling  
 ... shall have an enclosed garage ... to house two cars or  
 ... and no car ports ...  
 ... all of said subdivision, except blocks 1, 2 and 3,  
 ... all existing foundations not constructed of brick or concrete  
 ... shall be ...

... an easement on the North Seventeen (17) feet of Block One  
 ... (17) feet of Block Five (5); the North Seventeen  
 ... (17) feet of Block Two (2); the North Seventeen  
 ... a block twenty-two (22) feet of Block Seven (7)  
 ... (17) feet of Block Twenty-Eight (28) ...  
 ... the widening of Pacific Street, and ...  
 ... shall be ...  
 ... (22) feet to the south line of Pacific Street.  
 ... have ...

... COMPANY, a  
 ...  
 BY: \_\_\_\_\_  
 COUNTY OF DODGE,  
 STATE OF NEBRASKA

...  
 ...  
 ...

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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 structures 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 walk or the unobstructed view of street intersection sufficient for



... building or structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to general appearance, 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 on any lot in this subdivision, the Owner shall, at the time construct a sanitary disposal system of design approved by the County and State Public Health Department, and correctly install the

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 duty whatsoever 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

BY: Rue [Signature]

STATE OF NEBRASKA)  
                                  )ss.  
COUNTY OF DOUGLAS)

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

373-412

THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the City of San Diego, California, do hereby state, declare and certify that all of the property in said subdivision, except that portion hereinafter specified, shall be owned, conveyed and held 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 structures 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 1, 27, 28 and lots 1 through 9, inclusive,  
in Block 2,

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 feet 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 recombined into a building plot having less than 10,000 square feet of area or a width of less than 60 feet at the building line.



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 160th 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 worn-out or discarded automobiles, machinery or vehicles or parts

