HAPPY HOLLOW HILLS

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Pacific Heights Corporation, a Nebraska corporation, being the owner of Blocks One (1), Two (2), Seven (7) and Eight (8) and Lots Ten (10) through Fourteen (14), inclusive, in Block Three (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 out-buildings 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 be used as a residence, nor shall any foundation of a temporary character be used as a residence.

4. The ground 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 (4½) 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 - Forty (40) feet.

(b) Side Yard - Adjoining Pacific Street, Twenty-Seven (27) feet; all others, Fifteen (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 five (5) feet adjoining the rear and side

lines of said Lots. All conveyances of any property in said Subdivision 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 twenty-five (25) years after the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten (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. 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.

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.

IN WITNESS WHEREOF said Pacific Heights Corporation has caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 8th day of June, 1954.

PACIFIC HEIGHTS CORPORATION,
a Nebraska corporation,

By: Lawrence Hayes
President

ATTEST:

Secretary

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS, } ss.

On this [illegible] day of [illegible], 1954, before me, a Notary Public in and for said County, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of Pacific Heights Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

[illegible] hereunto subscribed my name and official seal the date last aforesaid.

Notary Public

My commission expires [illegible]