

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
PADDOCK GROVE

STATE OF NEBRASKA)

SS

COUNTY OF DOUGLAS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of all lots in Paddock Grove, a subdivision in Douglas County, Nebraska, and are desirous of placing proper restrictions on said lots;

THEREFORE, THESE PRESENTS WITNESSETH:

The following restrictions are hereby placed upon said subdivision, to apply to all buildings hereafter constructed:

1. All lots in the subdivision shall be known and described as residential lots. No lot shall be used except for residential purposes.

2. No residence building with less than 1,000 square feet of ground floor area, exclusive of open porches, breezeways, garages and carports, shall be erected or placed on any lot in this addition.

Such residence building shall be on a solid stone, brick, cement block, or concrete foundation.

The following exterior wall construction types are permitted: Drop siding of wood or aluminum; rock, brick, or stucco; wooden or asbestos shingles. Exposed wood, metal, or stucco exterior walls shall be covered with at least two coats of water-proof paint. Roof shall be covered with shingles of wood, asphalt, asbestos, composition, slate, or tile, except flat-type of roof construction, when built-up asphalt or tar-and-gravel type of material shall be permitted. Rubberoid and roll-type roofing not permitted. Construction of buildings shall be completed within nine (9) months from date of beginning.

3. All buildings shall be placed at least forty (40) feet back from the front lot line, and at least ten (10) feet back from side property lines.

4. Any garage or buildings other than residence, shall be of the same type of construction, so far as material and general outline is concerned, as the residence on said lot.

5. No structure of a temporary character, trailer, tent, house-car, basement, shack, garage or other out-building shall be placed on any lot at any time, or used as a dwelling either temporarily or permanently.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. No noxious or offensive trade or activity shall be carried on, or anything done that may become a nuisance or annoyance to the neighborhood.

7. No signs of any kind shall be displayed to the public view on any lot, except signs advertising the property for sale or rent.

8. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. Any accumulations of trash or garbage from normal household operations shall be kept in closed containers inside buildings, or at the rear of buildings.

9. No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition, and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

10. No structure shall be built or used for commercial purposes.

11. No outdoor privies or outside toilets shall be built or used upon said premises.

12. An easement ten (10) feet wide along the outer perimeter of the allotment and six (6) feet wide along the rear of all inside lots, for the installation, maintenance and repair of public utilities, is hereby reserved and dedicated for public use. A strip five (5) feet along the side lines of all lots, to be used when necessary to gain access to said easements, is hereby reserved for the above utility purposes.

13. The seller reserves the right to enter upon said premises (before the same is conveyed by deed) for the purpose of cutting grass, removing debris, or filling in, or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

15. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision above-described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him from so doing or to recover damages or other dues for such violation.

16. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands this 27 day of March, 1956.

Pete Nicolson

Charlotte Nicolson

STATE OF NEBRASKA

COUNTY OF DOUGLAS

SS

On this 27 day of March, 1956, before me the undersigned, a notary public within and for said County, personally appeared Charlotte Nicolini and Pete Nicolini, wife and husband, known to me and known to be the identical persons who signed the foregoing instrument, and they signed the same in my presence and acknowledged the execution thereof to be their voluntary acts and deeds and the voluntary act and deed of each of them.

WITNESS my hand and notarial seal at Omaha, the day and date last above written.



R. J. Fran

Notary Public

3.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
27 DAY March 1956 AT 10:02 A.M. 7.75
THOMAS L. O'DONNOR, REGISTER OF DEEDS.