

142 lots

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DECLARATION OF PROTECTIVE COVENANTS

HARGLEROAD MAENNER, INC., a Nebraska corporation, JAMES INVESTMENT CO. (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska), ASSOCIATED CONTRACTORS, INC., (a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska), F. S. CASSMAN and M. CASSMAN, husband and wife, L. R. BRODKEY and GLORIA BRODKEY, husband and wife, J. S. NYQUIST and TREVA M. NYQUIST, husband and wife, and J. TUCKER, single, do hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them, described as follows:

Lots one (1) thru twenty-one (21), inclusive, Block one (1)
Lots one (1) thru forty (40), inclusive, Block two (2)
Lots one (1) thru thirty-one (31), inclusive, Block three (3)
Lots one (1) thru seventeen (17), inclusive, Block four (4)
Lots one (1) thru eighteen (18), inclusive, Block five (5)
Lots one (1) thru nine (9), inclusive, Block six (6)
Lots one (1) thru six (6), Block seven (7)
Palomino Hills, Douglas County, Nebraska

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In any case, no dwelling, shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character; trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

9. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

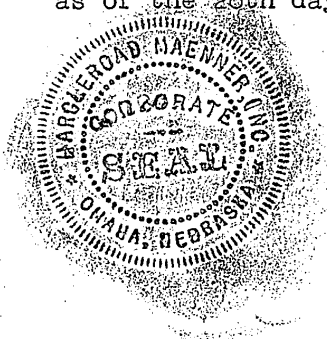
10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 years, unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to benefit of the undersigned, their respective heirs, executors, administrators, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owners of the above described real estate, have platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, their respective heirs, executors, administrators, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN WITNESS WHEREOF, the parties have executed these presents as of the 28th day of August, 1962.



HARGLEROAD MAENNER, INC.

By W. B. Hargleroad President

Attest: Winifred Adams Secretary

JAMES INVESTMENT CO.

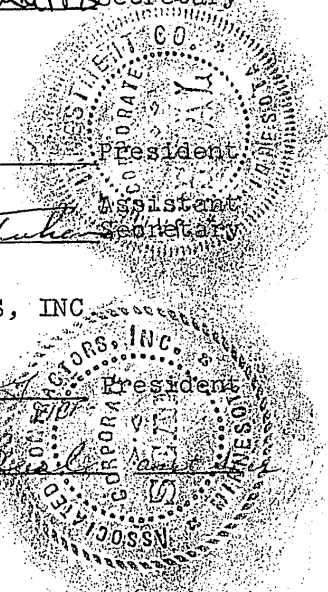
By James M. Scott President

Attest: Richard E. Tucker Secretary

ASSOCIATED CONTRACTORS, INC.

By W. J. McLaughlin President

Attest: Joseph S. Davis Secretary



F. S. Cassman

F. S. Cassman

M. Cassman

M. Cassman

L. R. Brodkey

L. R. Brodkey

Gloria Brodkey

Gloria Brodkey

J. S. Nyquist

J. S. Nyquist

Treva M. Nyquist

Treva M. Nyquist

J. Tucker

J. Tucker

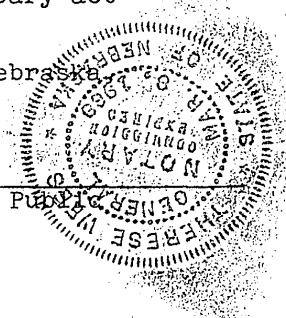
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 28th day of August, 1962, before me, a notary public duly commissioned and qualified in and for said County, personally came the above named W. B. Hargleroad, Jr., President and Winifred Adams, Secretary of Hargleroad Maenner, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledge the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Omaha, Nebraska, in said county, the date aforesaid.

Theresa A. ...

Notary Public



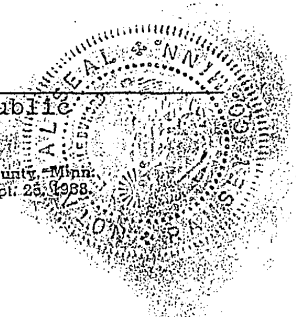
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 29th day of August, 1962, before me a notary public within and for Ramsey County, personally appeared James R. Wyatt and Rolland E. Tulien, to be personally known, who being each by me fully sworn did say that they are respectively the President and Assistant Secretary of James Investment Co., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said James B. Wyatt and Rolland E. Tulien acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

John A. Deane

Notary Public

JOHN A. DEANE
Notary Public, Ramsey County, Minn.
My Commission Expires Sept. 25, 1968.



SS.

On this 29th day of August, 1962, before me, a notary public within and for Ramsey County, personally appeared L. J. Murray and Lloyd A. Beal, to be personally known, who being each by me fully sworn did say that they are respectively the Vice President and Asst Secretary of Associated Contractors, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said L. J. Murray and Lloyd A. Beal acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Kathleen Proulx
Notary Public

KATHLEEN PROULX
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 31, 1967.

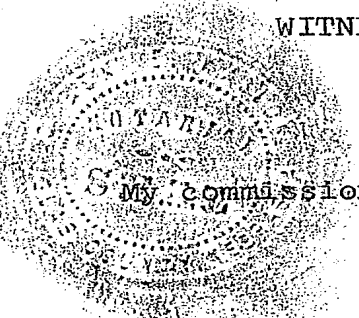
SS.

On this 30th day of August, 1962, before me, the undersigned, a notary public in and for said County, personally appeared, the above named F. S. Cassman and M. Cassman, husband and wife, L. R. Brodkey and Gloria Brodkey, husband and wife, J. S. Nyquist and Treva M. Nyquist, husband and wife, and J. Tucker, single, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they severally acknowledged the same to be their voluntary act and deed.

WITNESS my hand at Omaha, Nebraska, the day aforesaid.

Bert E. Raslow
Notary Public

My commission expires: Oct. 20, 1968



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THOMAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA
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