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COUNTRYSIDE ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, COUNTRYSIDE DEVELOPMENT COMPANY, a partnership of Papillion, Nebraska, being the owners of lots 1 to 45, both inclusive, Countryside Addition, an Addition to the City of Papillion, Sarpy County, Nebraska, does hereby state, declare and publish that all of said lots in said addition are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. All of the lots in Countryside Addition numbered from 1 to 45, both inclusive shall be used only for single family dwellings, and shall have an attached garage or carport or detached garage, or a basement garage. No other structure shall be permitted, and the residence shall be used only as a dwelling and not for any other purpose.
2. No parcel of ground less than a whole lot as surveyed, platted and recorded, shall be at any time sold, conveyed, devised or otherwise transferred except to the owner of a contiguous lot, and no parcel of ground less than a whole lot (a whole lot may be construed as a combination of parcels having a frontage and an area equal to one of the original adjacent lots) shall be used for single family dwellings.
3. (A) The minimum building set-back line for dwellings excluding steps and open porches shall be as follows:
 1. Front yard - 35 feet except lots 31, 32, 33, 34, 38, 39, 40, 41, and 45, which shall be 30 feet.
 2. Side yard - 10 feet.
 3. Rear yard - 25 feet.
 4. Corner lot - Side yard set back on side-street side, shall be not less than one-half of required front yard set-back.

(B) Garages if detached, shall be located so that rear thereof is five feet from rear lot line and side thereof is no closer than five feet from side lot line, except when on side street and then must conform to dwelling side street set-back requirements.

4. The main floor, exclusive of garage and open porches, shall have an area as follows:
 1. One story - garage attached, 900 square feet.
One story - garage detached or in basement, 1000 square feet.
 2. One and one-half or two story, garage attached;

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- the five feet adjoining the rear and side boundary lines of each lot for utility installations and maintenance.
7. No trailer, basement, tent, or garage shall at any time be used as a dwelling temporarily or permanently, nor shall any dwelling of a temporary nature be permitted.
 8. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 9. No lot shall be used as a dumping ground for rubbish, and the owner shall not permit weeds to grow uncut. Trash, garbage, or other waste shall not be kept, except in sanitary containers, awaiting permanent disposal.
 10. No animals, live stock or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats, or other household pets, may be kept provided they are not kept, bred or maintained for any commercial purpose.
 11. No commercial sign larger than 6 square feet, shall be erected on any lot except those of builders or contractors on a temporary basis, and excepting those of the undersigned.
 12. 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 for a period of 25 years from date hereof; at the expiration of which time they shall automatically extend for successive periods of 10 years each 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 a manner provided by law. An owner, or joint or common owners, of a lot or lots is to have but one vote.
 13. If any person shall violate or attempt to violate any of the provisions herein contained, any other person or persons owning 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 provisions and either to prevent him or them from so doing or to recover damages 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 separable and several. In-

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elevation. No fence or wall shall be erected, placed or altered on any lot nearer to street than the minimum setback line unless similarly approved.

16. Until such time as at least ten lots in said addition have been sold, a party selected by the Countryside Development Company or by its successors or assignees shall serve as the Architectural Control Committee. After two-thirds of said lots have been sold, or after ten years from date hereof, whichever is sooner, the Architectural Control Committee shall be elected by majority vote of the then owners of said lots present and voting at meetings called by any lot owner for the purpose of such elections and after notice to all lot owners of said meetings. At such meetings an owner of more than one lot is to have but one vote and joint or common owners of a lot or lots are to have but one vote. During the interim period the Architectural Control Committee shall be composed of (1) a representative of the Countryside Development Company, its successors or assignees, (2) a representative of the owners of the described lots (an owner of more than one lot is to have but one vote and joint and common owners of a lot or lots are to have but one vote) (3) a representative selected by the representatives of the Countryside Development Company and the lot owners. If the selection of the 3rd member is delayed for an unreasonable length of time, the selection is to be made by the District Judge of Sarpy County, and if the lot owners should refuse or neglect to select a representative, then approval by the Countryside Development Company's representative or its successors or assignees alone shall be sufficient.

Dated June 14, 1956.

COUNTRYSIDE DEVELOPMENT COMPANY,
a partnership,

By R. F. Clarke
One of the partners

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

On this 14 day of June, 1956, before me the undersigned, a Notary Public in and for said County, personally came R. F. Clarke to me personally known to be one of the partners in Countryside Development Company, a partnership, and the identical person who signed said instrument and he acknowledged the execution thereof to be his voluntary act and deed as such partner and the voluntary act and deed as such partner.