

STATE OF NEBRASKA } ss
County of Keith
Filed in this office of County Clerk
the 09 day of January 2020
at 08:57 AM
and recorded as instrument No.
2020-00028

Sandra Dixon
CM
County Clerk

Pages:4

WHEN RECORDED RETURN TO:

Joshua J. Wendell
McQuillan & Wendell, P.C., L.L.O.
P O Box 478
Ogallala, NE 69153
(308)284-4058

RESTRICTIVE COVENANTS

The Paxton Community Redevelopment Authority of the Village of Paxton, as the Owner of the following described real estate:

Lots One (1) through Twelve (12), Paxton West Second Addition an Addition to the Village of Paxton, Keith County, Nebraska,

hereby gives notice that the following Restrictive Covenants were adopted by the Community Redevelopment Authority of the Village of Paxton and shall be binding upon all the real estate described herein as follows:

1. Scope: The Restrictive Covenants contained herein shall apply to the real estate described herein and to any Lot thereof sold by Owner.

2. Use: Each Lot sold by Owner shall be used exclusively for one (1) single family residence and for no other purpose. No business, trade, or commercial activity shall be carried on upon any lot.

3. Building Restrictions:

- a. Except as otherwise provided for herein, the only building which may be erected on any Lot shall be a single-family residence with at least one story above the ground level. Each residence shall be either stick built on site or be a new modular home. All residences construed or moved onto any lot shall be constructed to the requirements of the uniform building code.

- b. The roof pitch on each residence shall be a minimum of four (4) inches every twelve (12) feet.
- c. All residences shall be permanently affixed to a concrete foundation.
- d. All houses shall have composition, wood shingle, or steel shingle roofing or better.
- e. All exterior finishes shall be real or simulated wood siding, brick veneer, masonry, stucco, or a combination thereof.

4. Nuisance: No noxious, illegal or offensive activity, nor anything that is or may become an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet enjoyment of the occupants of adjoining lots shall be conducted or permitted upon any Lot.

5. Other Storage: No equipment, machinery, tools, trailers or other vehicles shall be stored on any Lot unless the same are stored inside an outbuilding or such storage occurs within a privacy fenced area with privacy fencing material which obscures at least 2/3 of visibility within the storage area.

6. Trash: No rubbish, trash or garbage, or other waste material shall be kept or permitted on any Lot except in sanitary containers located in appropriate areas concealed from public view.

7. Fences: Any perimeter fence shall be constructed of brick, wrought iron, white PVC, wood, or such other ornamental or decorative fencing.

8. Outbuildings: All outbuildings shall be of new construction, neat in appearance, and be placed to the rear of the main house or residential structure.

9. Additions: The Owner may add additional contiguous or adjacent real estate to the property, at any time. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate.

10. Amendments: The Restrictive Covenants are created and established for the benefit of each Lot of land and shall be

binding upon and enforceable by the Owner and all persons claiming under the Owner. The Restrictive Covenants, or any of such Covenants, may be terminated or modified by duly recording an instrument executed and acknowledged by the unanimous written consent of the owners of seventy percent (70%) of the total lots described in this document. Notwithstanding the foregoing, so long as Owner owns any of the real estate to which these covenants apply, no amendment hereto shall be effective without the express written consent of the Owners.

11. Enforcement: If any owner, owners or other party violates any of the covenants contained herein, then the covenants may be enforced by any proceeding at law or in equity against the owner, owners or other party violating such covenant or covenants, including the prosecution of an action in equity to enjoin the violation of such covenant or covenants or to recover damages, if any. Failure to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at a later date.

12. Severability: Invalidation of any covenant or covenants by decree or order of the Court shall in no way affect any of the other covenants contained herein and all other covenants, except the covenant or covenants so involved, shall continue and remain in full force and effect.

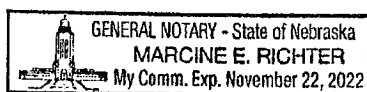
Dated: December 23, 2019

PAXTON REDEVELOPMENT
AUTHORITY OF THE VILLAGE OF
PAXTON, Owner

By: Sadie Waugh
Sadie Waugh, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF KEITH)

23rd The foregoing instrument was acknowledged before me on this day of December, 2019, by Sadie Waugh, chairperson of the Community Redevelopment Authority of the Village of Paxton, on behalf of said Authority.



Village of Paxton/l2wm-prc

Marcine E. Richter
Notary Public