

A G R E E M E N T

This agreement made and entered into this 16th day of February, 1960, by and between Marius Hansen and Carrie F. Hansen, husband and wife; Donald E. Schettler and Jacqueline M. Schettler, husband and wife; and Raymond H. Caddock and Mary A. Caddock, husband and wife; all of said parties being residents of Blair, Nebraska, WITNESSES:

WHEREAS, said parties are the owners of all of the lots and lands embraced within Fairview Heights, an Addition to the City of Blair, Washington County, Nebraska, and

WHEREAS, the parties hereto desire that all lots and land within said Fairview Heights Addition to the City of Blair, shall be owned, used and conveyed subject to certain restrictions which restrictions shall inure to the benefit of all parties hereto and to their respective heirs and assigns.

NOW THEREFORE, it is agreed by and between all the parties hereto that the ownership, use and conveyance of all real estate within said Fairview Heights Addition to the City of Blair shall be subject to the following restrictive covenants which are hereby imposed upon the titles to said real estate and which shall inure to the benefit of each and all parties hereto, and each and all of the subsequent purchasers of real estate within said Fairview Heights Addition to Blair, and their respective heirs and assigns:

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 800 square feet in the case of a one-story structure, nor less than 1000 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 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 30 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a 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 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

6. 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.

7. 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.

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

9. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each lot on lot and on side street on improved corner lots, located one foot outside front lot line.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept 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. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. Invalidation 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.

And the parties hereto do hereby each and all agree that their titles to real estate within said Fairview Heights Addition to Blair are subject to the foregoing covenants, do each and all agree to be bound severally and collectively by said covenants and do each and all agree not to convey any real estate lying within said Fairview Heights Addition to Blair unless the conveyance or conveyances thereof are subject specifically to the provisions and requirements of said conditions.

IN WITNESS WHEREOF, the parties have signed their presence at Blair, Nebraska, the date aforesaid.

Marius Hansen

Marius Hansen

Carrick F. Hansen

Carrick F. Hansen

Donald E. Schettler

Donald E. Schettler

Jacqueline M. Schettler

Jacqueline M. Schettler

Raymond H. Caddock

Raymond H. Caddock

Mary A. Caddock

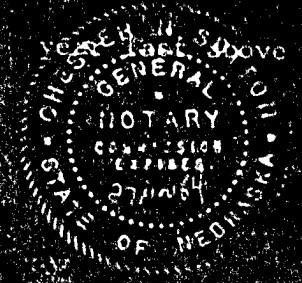
Mary A. Caddock

STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 16th day of February, 1960, before me the undersigned notary public, duly commissioned and qualified for and residing in said county, personally came Marius Hansen and Carrie F. Hansen, husband and wife, Donald E. Schettler and Jacqueline M. Schettler, husband and wife, and Raymond H. Caddock and Mary A. Caddock, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing agreement and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and

year first above written.



[Signature]
Notary Public.

My commission expires ~~27th November 1964~~
27th November 1964

Entered in Numerical Index and
filed for record this _____ day of _____
A.D. 19____ at _____
o'clock _____ M. and recorded in
book _____ at page _____
_____ County Clerk
Washington Co., Neb.

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA