

STATE OF NEBRASKA, CO. OF WASHINGTON, SS 400
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 8th DAY OF MARCH, A.D. 1978
AT 1:54 O'CLOCK P.M. AND RECORDED IN
BOOK 117 AT PAGE 161
COUNTY CLERK *Charlotta Peterson*
DEPUTY *Barbara Wallace*

117-
161
1978 MAR -8 PM 1:54

LARSENS STILLMEADOW ADDITION COVENANTS

These Covenants are to run with the land and shall be binding upon the present and future owners of all or any part of the following-described real estate, until January 1, 1995:

Lots One (1) through Twenty-six (26) in
Larsens Stillmeadow Addition to the City of
Blair, Washington County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances, or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "Residential Building" plot, as hereinafter defined, other than one (1) "Single-Family Dwelling" not to exceed two (2) stories in height with an attached private garage.

C. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted

width; provided that parts of two or more platted lots may be combined into one larger lot.

D. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind, except residential "For Sale" signs or "Open House" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed, or permitted on any building plot. No outside radio, television, or other electronic antenna or aerial shall be erected on any building plot. Any fuel tanks must be buried beneath ground level.

E. There shall be no trailer or basement, used as a dwelling on the premises, nor any shack, garage, barn, or other outbuilding erected on said real estate without the prior written consent of the undersigned.

F. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations) must be submitted to and approved in writing by the undersigned.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

- (1) A split-entry home, not less than 1,200 square feet;
- (2) For a ranch-style home, not less than 1,200 square feet;
- (3) For a two-story home, not less than 800 square feet per floor;

All finished living space shall be on or above grade. Grade shall be defined as "the grade of the front yard". Finished space shall not include "walk-out basement space." Any exposed concrete or concrete block foundation must be kept

painted.

H. For each "Single-Family Dwelling", there must also be erected an attached private garage for not less than two cars. (Each car stall to be of a minimum size of ten feet (10') by twenty-one feet (21')).

I. At the time of initial occupancy or within six months after such date, the owner shall plant, and there shall be thereafter maintained in a growing state by the owners, at least one tree with a minimum trunk diameter of two inches; said trees shall be located in the front yard.

J. Side and rear fences shall not exceed six feet (6') in height. All fences in front shall not exceed forty-two inches (42") in height and must be at least fifty per cent (50%) open.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 3 day of March, 1978.

OWNERS:

LeRoy Larsen
LeRoy Larsen

Donna L. Larsen
Donna L. Larsen

STATE OF NEBRASKA)
WASHINGTON COUNTY) ss.

On this 3 day of March, 1978, came LeRoy Larsen and Donna L. Larsen; and they being personally known to me, and having been first duly sworn, state that they subscribed their signatures to the above Covenants, and that their signatures are their voluntary acts and deeds.

A GENERAL NOTARY - State of Nebraska
MADELINE L. MILLER
My Comm. Exp. Aug. 26, 1980

Madeline L. Miller
Notary Public

My commission expires the 26 day of August, 19 80.

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