

RESTRICTIVE COVENANTS

The undersigned, A. Philip Larsen and Florence L. Larsen, husband and wife, and Edwin T. Jipp, Jr., and Shirley E. Jipp, husband and wife, being the owners of Larsen & Jipp First Addition, a subdivision of the following described tract of real estate, and being an addition to the City of Blair, Nebraska, to-wit:

Beginning at the quarter quarter corner west of the south quarter corner of Section Two (2), in Township Eighteen (18), North, Range Eleven (11), East, in Washington County, Nebraska, assuming the bearing of the quarter quarter line to be due north and south; thence north 403.67 feet; thence westerly at right angles to said quarter quarter line 175 feet; thence southerly parallel with the north-south quarter quarter line 25 feet; thence westerly at right angles 125 feet; thence southerly parallel with the north-south quarter quarter line 375 feet; thence south  $89^{\circ} 18'$  east along the south line of said Section 2 a distance of 300.02 feet to the point of beginning, all being in the Southwest Quarter of the Southwest Quarter ( $SW\frac{1}{4} SW\frac{1}{4}$ ) of said Section 2,

do hereby declare that all lots contained in such subdivision are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. All lots shall be used for residence purposes only, and all dwellings thereon shall be single-family dwellings.
2. All dwellings and other structures shall be built and maintained in height at not more than 26 feet above the lot grade and shall be not more than two-story structures above grade.
3. All dwellings shall have attached one-car garages, or larger.
4. All dwellings shall contain a minimum of 936 square feet of floor area, exclusive of porches, patios and garages, and of this square foot area, not less than 936 square feet shall

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be constructed above the lot grade, in the case of one-story structures, and not less than 800 square feet per floor, above grade, in the case of one and one-half or two-story structures, exclusive of porches, patios and garages.

5. Minimum building setback lines shall be as follows:

Front yard setback	30 feet
Side yard setback	5 feet
Rear yard setback	40 feet

6. Public sidewalks shall be constructed of concrete, not less than four feet in width and four inches thick, in front of each lot of said addition improved by the construction of a dwelling.

7. No livestock or poultry, except household pets, shall be kept on the premises.

8. No trailer, basement house, shack, tent or other structure of a temporary nature shall be kept, erected, maintained or used as a dwelling, either temporary or permanent.

9. No signs, billboards or other advertising structures shall be kept or maintained on any premises.

10. No offensive trade or business activity shall be carried on upon any premises which shall be an annoyance or nuisance to the neighborhood.

11. No structure shall be moved into said addition for the purpose of remodeling into a dwelling or outbuilding.

12. These covenants, restrictions and conditions shall run with the land and continue until June 22, 1991.

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13. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such subdivision shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

14. If any provisions hereof shall be adjudged unlawful or unenforcible, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Signed this 23rd day of June, 1961.

A. Philip Larsen

Edwin T. Jipp, Jr.

Florence L. Larsen

Shirley E. Jipp

STATE OF NEBRASKA )  
                              ) :ss:  
WASHINGTON COUNTY )

On this 23 day of June, 1961, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally appeared A. Philip Larsen and Florence L. Larsen, husband and wife, and Edwin T. Jipp, Jr., and Shirley E. Jipp, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal

the day and year last aforesaid.

Notary Public.

My commission expires \_\_\_\_\_

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

RESTRICTIVE COVENANTS

LARSEN & JIPP  
FIRST ADDITION

LAW OFFICES OF  
**O'HANLON & O'HANLON**  
BLAIR, NEBRASKA

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State of Nebraska } ss.  
County of Washington }

Entered in Real Estate Index and referred to

27 June 27 10:00 A.M. 274-277

*Jessie X. Poulson*  
County Clerk

Deputy

Recorded ☒  
General ☒  
Numerical *Ph. Poulson*  
Compared *Ph. Poulson*