

RESTRICTIVE COVENANTS

Larsen & Jipp Co., a Nebraska corporation, being the owner of Larsen & Jipp Second Addition, which is an addition to the City of Blair, Nebraska, and is a subdivision of the following described tract of real estate, to-wit:

Beginning at a point 403.67 feet north of the quarter quarter corner west of the south quarter corner of Section Two (2), Township Eighteen (18), North, Range Eleven (11), East, and assuming the bearing of the quarter quarter line to be due north and south; thence north along said quarter quarter line 508.13 feet to a point on the southerly right of way of U. S. Highway 73; thence northwesterly along said right of way a distance of 416.9 feet; thence south 822.17 feet; thence east 125.0 feet; thence north 25.0 feet; thence east 175.0 feet to the point of beginning, lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 2, Township 18, North, Range 11, East of the 6th P. M., in Washington County, Nebraska, and containing 4.542 acres more or less,

does 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 residential 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 lot 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 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 in said addition improved by the construction of a dwelling.

7. No livestock or poultry, except household pets which are not kept for commercial purposes, 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. An easement for the installation, maintenance and repair of public utilities and drainage facilities is reserved over the rear ten feet of each lot in said addition.

13. These covenants, restrictions and conditions shall run with the land and continue until September 12, 1985, after which

time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

14. 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.

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

Signed this 12th day of September, 1963.

ATTEST:

LARSEN & JIPP CO., a corporation

Edwin J. Jipp
Secretary.

By Philip Larsen

President

STATE OF NEBRASKA)
) :ss:
WASHINGTON COUNTY)

On this _____ day of September, 1963, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came A. Philip Larsen, President of Larsen & Jipp Co., a corporation, to me known to be the President of said corporation and the identical person whose signature is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

and year last aforesaid. WITNESS my hand and notarial seal the

Notary Public.

My commission expires _____

State of Nebraska

County of Washington ss. 957

Entered in Notary Public's Office and filed for record this 25 day of September

A. D. 1963 at 10:15 P.M.

and recorded in book 0 at page 422424

Lucille K. Paulson
County Clerk

Deputy

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

-3-

Recorded ☒

General ☒

Numerical ☒

Photostat ☒