

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 208
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 14th DAY OF August A.D. 1976
AT 12 O'CLOCK A.M. AND RECORDED IN BOOK
109 AT PAGE 540-543
COUNTY CLERK Charlotte Peterson
DEPUTY Marion Paulson

109-540

1976 AUG 16 AM 11:12

RECEIVED
CLERK OF COURTS
WASHINGTON COUNTY

LARSEN HEIGHTS SECOND 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:

All lots and blocks of Larsen Heights Second 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 residential structure shall be erected or placed on any building plot which has an area of less than seven thousand two hundred (7,200) square feet; and such plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building" plot.

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.

E. There shall be no trailer, basement, shack, garage, barn or other out-building 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 1,100 square feet;
- (2) For a ranch-style home, not less than 1,150 square feet;
- (3) For a two-story home, not less than 800 feet per floor.

All finished living space shall be on or above grade whereas grade shall be defined as "the grade of the front yard" and finished space shall not be defined as "walk-out type basement space."

H. For each "Single-Family Dwelling", there must also be erected and attached, a 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. There shall be no "two-story structures" on any lot adjacent to the county road on the west side of this subdivision, these said lots being described as: Lots One (1) through Seven (7), in Block Eleven (11), and Lot Fourteen (14) in Block Ten (10). The only structures allowed on these particular lots shall be a "Split-Entry" or a "Ranch-Style" home.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 16 day of August, 1976.

OWNERS:

LeRoy Larsen
LeRoy Larsen
Donna L. Larsen
Donna L. Larsen

STATE OF NEBRASKA)
) ss.
WASHINGTON COUNTY)

On this 16th day of August, 1976, came LeRoy Larsen and Donna L. Larsen; and they being personally known to me, and

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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.

Ann Lotiman
Notary Public

My commission expires the 28th day of May, 1978.

