

71-194

only affects lots 1-13  
Northview  
Add.

194

State of Nebraska } ss. 740  
County of Washington }  
Entered in Numerical Index and filed for record  
this 12 day of July  
A. D., 19 28 at 1:35 o'clock P. M.  
and recorded in book 71 at page 144-195

RESTRICTIVE COVENANTS

*Jessie A. Coulter*  
County Clerk

Deputy

Stewart A. Smith, Hazel I. Smith, Warren D. Whitaker, and Ellen Whitaker, being the owners of real estate described as Lots One to Thirteen (1 to 13) inclusive, of Northview Addition to the City of Blair, Washington County, Nebraska do hereby declare that lots One to Thirteen in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

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 non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed two stories in height; with attached garage for not less than two cars or attached car port enclosed on two sides for not more than two cars.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot". Except as hereinafter provided, no building shall be located on any residential building plot nearer than 25 feet to the rear lot line nor nearer than 25 feet to the front lot line, nor shall any building be located nearer than six feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street side yard shall comply with the above frontyard requirements and the other street side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the City Council of the City of Blair shall by resolution permit a lessor setback side yard, rear yard or plot area for any building plot, then as to such plot the determination of said City Council shall automatically supersede these covenants.

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 not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivisions. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be built in the front yard beyond the front line of any dwelling. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. All driveways must be constructed of concrete, asphalt, or laid stone. All curb cuts must be made with a clean cutting saw so that the curb will be left smooth and free of patches.

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. 1,200 square feet for one story dwellings.
2. 1,200 square feet for split-level dwelling.
3. 1,000 square feet for one and a half or two story dwelling on the ground floor.

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

I. Grading of lots in Northview Addition in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

J. These covenants, restrictions and conditions shall run with the land and continue until January 1, 1993, 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.

K. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such addition 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.

L. 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 9th day of July, 1968.

-----  
*Stewart A. Smith*  
 -----  
*Hazel I. Smith*  
 -----  
*Warren D. Whitaker*  
 -----  
*Ellen Whitaker*  
 -----

Recorded ✓  
 General ✓  
 Numerical ✓  
 Photostat ✓

STATE OF NEBRASKA }  
 WASHINGTON COUNTY } SS

On the 12 day of July, A.D., 1968, before me, a General Notary Public, personally appeared Stewart A. Smith, Hazel I. Smith, Warren D. Whitaker and Ellen Whitaker, who are personally known to me to be the identical persons whose names are affixed on the foregoing instrument, and they acknowledged the signing of said instrument to be their voluntary act and deed.

Witness my hand and official seal at Blair, Washington County, Nebraska, this 9th day last aforesaid.



*Raymond C. Hansen*  
 Notary Public

My commission expires the 18 day of May, A.D., 1973.