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FILED

1979 APR 18 PM 3:20

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

RESTRICTIVE COVENANTS.

The undersigned, Kelly P. Ryan and Georgia Mardelle Ryan, being the owners of the OAK PARK FIRST ADDITION, to the City of Blair, Washington County, Nebraska, which is the following described real estate, to wit:

NORTHWEST part: Lots One (1) through Six (6), Block Two (2); Lots One (1) through Five (5), Block Three (3), Lots One (1) through Eight (8), Block Four (4); Lots One (1) and Two (2), Block Five (5); Lots One (1) through Fifteen (15), Block Six (6); Lots One (1) through Twenty Eight (28) inclusive, Block Seven (7), Oak Park First Addition, and

SOUTH part: Lots One (1) through Five (5) inclusive, Block One (1); Lots Six (6) through Eleven (11), Block Three (3); Lots Twenty Nine (29) through Forty Three (43), inclusive, Block Seven (7); Lots One (1) through Nine (9), Block Eight (8), Oak Park First Addition,

do hereby declare that all lots to be conveyed for building purposes, and all other lots in this addition shall henceforth be owned, used and conveyed, subject to the following conditions, restrictions and covenants:

1. All construction and building within said Addition shall be in compliance with the applicable provisions of the building and zoning restrictions of the City of Blair, Nebraska. No single family dwelling in the South Part of said Addition as above defined, shall have an enclosed floor area, measured on the outside of exterior walls, of less than 1440 square feet exclusive of an open porch or breezeway, and not including a detached garage or any other accessory building.

The lots in said Addition will be used only for residential

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 3437

ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD

THIS 18th DAY OF April A.D. 1979

AT 3:20 O'CLOCK P. M. AND RECORDED IN

BOOK 122 AT PAGE 554-557

COUNTY CLERK Charlotte L. Petersen

DEPUTY Georgia Mardelle

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purposes, except lots One (1) through Eight (8) inclusive, in Block Four (4), and lots One (1) and Two (2) in Block Five (5), and lots Thirteen⁽¹³⁾ and Fifteen (15) in Block Six (6) which may also be used for commercial purposes. No building shall be located on any lot nearer than twenty five (25) feet to the front lot line or ten (10) feet from any side lot line, except that on corner lots no building shall be located closer than 12.5 feet to the side street lot line, unless greater setback is required by Blair City zoning ordinances.

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

4. Plans and specifications for any dwelling to be constructed on any lot in this Addition for a period of three (3) years from the date hereof shall be first approved by the undersigned as to reasonable architectural design.

5. No livestock or poultry, except household pets which are not kept for commercial purposes shall be kept on the premises.

6. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all side lot lines and 10 feet on over and under a strip of land adjacent to all rear lot lines for installation and maintenance of electric, utility and telephone and gas lines. In addition along the side lot lines of lots 1 and 2, and along the rear lots line of lots 3 and 4, Block Three (3), and along the rear lot lines of lots 1 through 7 inclusive, and 39 through 43 inclusive, and side lot line between lots 7 and 8, Block Seven (7); and along the rear lot lines of lots 1 and 2, Block Five (5),

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and along the rear lot lines or through lots 1 through 15 inclusive, Block Six (6), an easement exists for a City of Blair Power line subject to previously recorded conditions and as per easement locations shown on this plat. Any installation of utilities on such easements shall be completed within a reasonable time, and all landscaped areas, drives, walks, etc. shall be restored within one week of completion of installation of electric, utility or telephone and gas lines to pre-existing conditions, unless a delay is required by the season of the year. Where trees of value existed at the time of recording these covenants, an additional five foot easement may be used for a total of ten feet along the side lot lines or for a total of fifteen feet along the rear lots lines for electric, utility, telephone or gas line installations and maintenance in order to minimize damage to such trees. No permanent buildings or new trees shall be placed in or on said easements or any other easements in force in said Addition, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved.

The restriction against building upon such utilities, electric, telephone etc. easement where an owner owns more than one lot, or a lot and a portion or all of another contiguous lot shall not be effective as to the original interior lot line within such building plot if such easement was not given prior use before the conveyance of such contiguous lots to one owner. The five feet and ten feet wide easement strips shall also be used for the purpose of rain water and surface water runoff where the lay of the land is such that runoff from an adjacent lot cannot go directly to a public right-of-way.

7. Lots with double frontage will be allowed driveway access to one street only, except for lots with a frontage road along US highway 73 which may have a drive facing such frontage road and a drive to street from rear.

8. These covenants, restrictions and conditions shall run with

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the land and continue until April __, 1989 after which time they shall be automatically extended for two 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, except that the provisions in paragraph 6 shall not be changed in any event.

9. 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 proceedings to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

10. 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 16 day of April, 1979

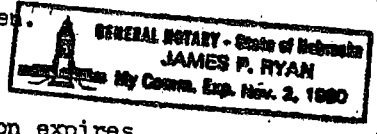
Georgia Mardelle Ryan
Georgia Mardelle Ryan

Kelly P. Ryan
Kelly P. Ryan

STATE OF NEBRASKA)
WASHINGTON COUNTY) ss.

On this 16 day of APRIL, 1979 before the undersigned, a Notary Public, duly commissioned and qualified for, in said county, personally came Kelly P. Ryan and Georgia Mardelle Ryan, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



James P. Ryan
Notary Public

My commission expires _____, 19__

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