

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 2947
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 22nd DAY OF June A.D. 19 93
AT 10:57 O'CLOCK P.M. AND RECORDED IN BOOK
217 AT PAGE 432-436
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

432

FILED

93 JUN 22 AM 10:57

RESTRICTIVE COVENANTS
FOR OAK PARK FIRST ADDITION, BLAIR, NEBRASKA

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

AREA COVERED: LOT 1 - BLOCK 1, LOT 6 - BLOCK 2, LOTS 1 THRU 9 - BLOCK 3, LOTS 1 THRU 5 AND PART OF LOT 6 - BLOCK 4, LOTS 1 & 2 - BLOCK 5, LOTS 1 THRU 15 BLOCK 6, LOTS 1 THRU 10 LOTS 12 THRU 15 & LOTS 18 THRU 28 & LOTS 30, 31, 38, 42, 43 -BLOCK 7, LOTS 4 THRU 9 -BLOCK 8, ALL IN WASHINGTON COUNTY, NEBRASKA

The undersigned, James P. & Susan L. Ryan, Gail & Nancy M. Frazier, Kelly P. & Mardelle Ryan, Steven L. & Kathleen A. Cook, Fort Calhoun State Bank, Steven J. Wooley trustee for Northern Bank and J.Z. Jizba, being the sole owners, proprietors and mortgage holders of the tract above described, within the zoning jurisdiction of the City of Blair, Washington County, Nebraska, do hereby declare that all tracts within the area above described, shall henceforth be owned, used, and conveyed, subject to the following conditions, restrictions and covenants:

1. All construction and building within said area shall be in compliance with the building and zoning restrictions of the City of Blair, and of Washington County, Nebraska, and no single family dwelling shall have and enclosed floor area measured on the outside of the exterior walls of less than 1150 square feet for one story and split level dwellings and 1350 square feet for one and one-half and two story dwellings, exclusive of an open porch or breeze-way, garages, basements, or a detached garage or any other accessory building.

2. The lots in said area shall be used only for residential purposes or uses allowed by zoning. No building shall be located on any tract nearer than 35 feet from the

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front boundary facing a road or 10 feet from any side boundary or 25 feet from any rear boundary line.

3. No offensive activity shall be carried upon any premises, which shall be in violation of the Blair zoning ordinances or which shall be an annoyance or nuisance to the neighborhood.

4. An easement of ten (10) feet is hereby reserved on, over, and under a strip of land adjacent to all side and rear boundary lines for installation and maintenance of electric, utility, cable and telephone lines. Any such installation shall be completed within reasonable time after a building is built on a tract and all landscaped areas, drives and walks, shall be restored within one month of installation of electric, utility, cable television or telephone 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 of these covenants, an additional five (5) feet wide easement maybe used for a total of fifteen (15) feet 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 area if well defined, as to location, 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. If the same person or persons acquire adjacent lots before the side lot line easement was used, such easement shall cease and be null and void along the line

common to the adjacent lots.

5. If any provisions hereof shall be judged unlawful or unenforceable, same shall in no manner affect or change other provisions.

6. All present and future owners shall cooperate in securing a county road designation for the sixty-six (66) feet wide private road right-of-way or easement. The developer covenants he will file promptly an easement for sixty-six (66) feet wide private right-of-way to serve tracts sold and will make each tract sold accessible by grading, etc., complying with Washington County design standards for rural roads for local traffic and place four (4) inch deep, twenty (20) feet wide crushed rock or equivalent surfacing to each tract.

7. These covenants, restrictions and conditions shall run with the land and continue until May 1, 2009, after which time they shall be automatically extended for two successive periods of ten years unless and instrument signed by a majority of the area of the then owners of said land shall modify the covenants and be filed.

8. None of the above lots in Oak Park II Subdivision shall be subdivided into smaller lots or parcels: and the original lot or parcel shall have no more than one residence constructed or placed thereon. The term residence is understood to mean single family dwelling. This paragraph shall not be construed to prohibit dedications to the public or conveyances to the State of Nebraska or to any political

subdivision or public corporation thereof.

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

Signed this 17 day of JUNE, 1993.

Kelly P. Ryan
Kelly P. Ryan

Georgia M. Ryan
Georgia M. Ryan

James P. Ryan
James P. Ryan

Susan L. Ryan
Susan L. Ryan

Gail Frazier
Gail Frazier

Nancy M. Frazier
Nancy M. Frazier

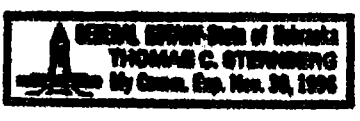
STEVEN L. COOK
STEVEN L. COOK

KATHLEEN A. COOK
KATHLEEN A. COOK

ON THIS DAY 17 of JUNE, 1993, before me, a notary public, came Kelly P. & Georgia M. Ryan, James P. & Susan L. Ryan, Gail & Nancy M. Frazier, Steven L. Cook & Kathleen A. Cook, and they acknowledged these signing of the covenants to be their voluntary act and deed.

My commission expires: Nov 30, 1998

SEAL



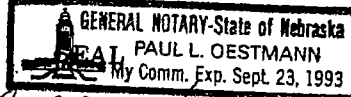
Thomas C. Stenberg
Notary Public

Signed this 18th day of March, 1993.

For Ft. Calhoun State Bank, Ronald R. Biederbach, its President.

ON THIS DAY 18 of MAR, 1993, before me, a notary public, came Donald R. Biederbach President of Ft. Calhoun State Bank, and acknowledged the signing of these covenants to be his/her voluntary act and deed.

My commission expires: 9-23-93



Paul L. Oestmann
Notary Public

Signed this 5th day of March, 1993.

Steven J. Woolley, trustee for Northern Bank.
Steven J. Woolley

ON THIS DAY 5th of March, 1993, before me, a notary public, came Steven J. Woolley, Trustee for Northern Bank, and acknowledged the signing of these covenants to be his voluntary act and deed.

My commission expires: October 20, 1994

SEAL



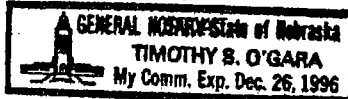
Debra L. Tweed
Notary Public

Signed this 27 day of Feb., 1993.

J.Z. Jizba
J.Z. Jizba

ON THIS DAY 27 of Feb, 1993, before me, a notary public, came J.Z. Jizba and acknowledged the signing of these covenants to be his voluntary act and deed.

My commission expires: 12/26/96



Timothy S. O'Gara

Notary Public