

71-452

RESTRICTIVE COVENANTS

Richard Sievers and Clara Sievers, husband and wife, and Glenn Sachs and Myra Sachs, husband and wife, being the owners of Sievers Addition to the City of Fort Calhoun, Nebraska, being particularly described as follows:

Beginning at the intersection of the north line of Clay Street and the west line of Ninth Street of said City, thence west along the north line of Clay Street 964.24 feet, thence north  $3^{\circ} 59' 28''$  west 324 feet, thence east 986.8 feet to the west line of Ninth Street, thence south 323.2 feet to the point of beginning, being a tract of 7.238 acres located in the East Half of Section 11 and the West Half of Section 12, Township 17, North, Range 12, East of the 6th P. M., in Washington County, Nebraska,

do hereby declare that all lots contained in said Addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. All lots in said Addition shall be used for residential purposes only and no structure shall be placed or permitted on any lot except a dwelling house with attached garage for private use.
2. No dwelling shall be built in said Addition having a ground floor area of less than 1000 square feet, above grade, and if a two-story structure, less than an additional 800 square feet in the second-floor area, all exclusive of porches and garages.
3. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line as required by Ordinance No. 187 of the City of Fort Calhoun, Nebraska, nor upon any lot having an area of less than 6000 square feet.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1071  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 10 DAY OF August A.D. 1972  
AT 9:22 O'CLOCK A.M. AND RECORDED IN BOOK  
71 AT PAGE 452-460  
COUNTY CLERK *Blair Dawson*  
RECEIVED

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

1972 AUG 10 AM 9:2  
CHARLOTTE L. PETERSEN  
CLERK OF DISTRICT COURT  
CLERK

FILED

4. Easements for installation, servicing, maintenance and replacement of utilities and drainage facilities are reserved as shown on the recorded plat of the Addition, over, upon and across the rear 15 feet of each lot.
5. No animal, poultry or livestock of any kind shall be raised or kept within the Addition, except that dogs, cats and usual household pets may be kept if not used for any commercial purpose.
6. No trailer, basement house, shack, tent or other structure of a temporary nature shall be kept, placed or maintained on any lot for use as a dwelling, either temporary or permanent.
7. No structure shall be moved upon any lot for the purpose of remodelling same into a dwelling or outbuilding.
8. No signs, billboards or other advertising structures or devices shall be kept, maintained or displayed on any lot.
9. No offensive trade or business activity shall be carried on upon any lot which shall be a nuisance or substantial annoyance to others in the neighborhood.
10. No hedge or fence shall be maintained on any lot except along the side or rear thereof and none shall be maintained or constructed at a height of more than five feet, nor any fence constructed or maintained which shall be more than 50% solid or opaque.
11. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot in said Addition and also on side street of improved corner lots.
12. No building or structure shall be constructed or maintained

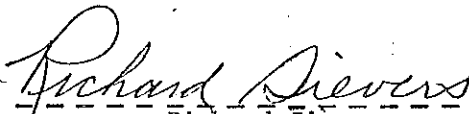
on any lot which shall have an over-all height in excess of 26 feet above grade line.

13. These covenants, conditions and restrictions shall run with the land and shall continue in force and be binding upon all owners and occupants of any land in said Addition until the expiration of 25 years from the date hereof, after which time same shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners at the date of such instrument is recorded, agreeing to change same in whole or in part.

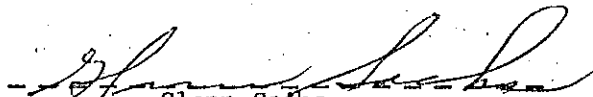
14. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in said Addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

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

Dated this 17 day of September, 1963.

  
-----  
Richard Sievers

  
-----  
Clara Sievers

  
-----  
Glenn Sachs


  
-----  
Myra Sachs

STATE OF NEBRASKA )  
 ) :ss:  
 WASHINGTON COUNTY )

On this 19<sup>th</sup> day of September,  
 1963, before me, the undersigned, a notary public, duly commis-  
 sioned and qualified for and residing in said county, personally  
 appeared Richard Sievers and Clara Sievers, husband and wife, and  
 Glenn Sachs and Myra Sachs, husband and wife, to me known to be  
 the identical persons whose signatures are affixed to the forego-  
 ing instrument, and they acknowledged the execution thereof to be  
 their voluntary act and deed.

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

Emil Krukowski  
 Notary Public



My commission expires March 9/1969.

ADDENDUM TO RESTRICTIVE COVENANTS

WHEREAS, all of the undersigned are owners of lots described beside their respective names in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska, and

WHEREAS, all of the undersigned are successors in title to Richard Sievers and Clara Sievers, husband and wife, and Glenn Sachs and Myra Sachs, husband and wife, to said lots in said addition, and

WHEREAS, all of the undersigned wish to join in and be bound by the restrictions and covenants contained in the foregoing agreement executed by and between the said Richard Sievers and Clara Sievers husband and wife, and Glenn Sachs and Myra Sachs, husband and wife, on 19th day of September, 1963.

NOW THEREFORE, in consideration of the mutual promises of each of us and in consideration of One Dollar and Other Valuable Consideration, the undersigned hereby bind themselves, their heirs, assigns, executors, administrators, and their successors in title to restrictions and covenants contained in the said foregoing restrictive covenants.

Roland E. Bowser

Delmar Wiese

Ruth L. Bowser

Marguerite Wiese

Roland E. Bowser and Ruth L. Bowser, husband and wife, owners as joint tenants of Lot One (1) in Block One (1), Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Delmar W. Wiese and Marguerite Wiese, husband and wife, owners as joint tenants of Lot Eight (8), Block One (1), Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Ronald J. Adams

Margaret B. Adams  
 Ronald J. Adams and Margaret B. Adams, husband and wife, owners as joint tenants of Lot Ten (10) in Block One (1), in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

David W. Ringler

Sharry A. Ringler  
 David W. Ringler and Sharry A. Ringler, husband and wife, owners as joint tenants of Lot Six (6) in Block Two (2) in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Burdell J. Hammel

Margaret E. Hammel  
 Burdell J. Hammel and Margaret E. Hammel, husband and wife, owners as joint tenants of Lot One (1) in Block Four (4) of Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Max A. Block

Rosemary S. Block  
 Max A. Block and Rosemary S. Block, husband and wife, owners as joint tenants of Lot Seven (7), Block Two (2), in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Douglas D. Appel

Patty Jane Appel  
 Douglas D. Appel and Patty Jane Appel, husband and wife, owners as joint tenants of Lots Three (3) and Four (4) in Block Two (2) in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Richard A. Lorenzen

Margaret R. Lorenzen  
 Richard A. Lorenzen and Margaret Lorenzen, husband and wife, owners as joint tenants of Lot One (1), Block Two (2), in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Leonard J. Godown and Josephine A. Godown, husband and wife, owners as joint tenants of Lots Three (3) and Four (4), in Block Three (3) in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Lloyd J. Updike

Sharon J. Updike  
 Lloyd J. Updike and Sharon J. Updike, husband and wife, owners as joint tenants of Lot Five (5) in Block Two (2) in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

All of the above described land below the names of the respective parties to this instrument being found in Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

Richard Sievers

Clara Sievers  
 Richard Sievers and Clara Sievers, husband and wife, being the owners of all of Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska, except those specific Lots described above under the names of the other parties to this release.

Robert A. Payne

Billie L. Payne  
 Robert A. Payne and Billie L. Payne, husband and wife, being the successive owners as joint tenants of Lot Five (5), Block One (1), Sievers' Addition to the City of Fort Calhoun, Washington County, Nebraska.

STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 31 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Roland E. Bowser and Ruth L. Bowser, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Diewers Notary Public  
My Commission expires the 16 day of Jan, 1973

STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 28 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Delmar C. Wiese and Marguerite Wiese, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Diewers Notary Public  
My Commission expires the 16 day of Jan, 1973

STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 31 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ronald J. Adams and Margaret B. Adams, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Diewers Notary Public  
My Commission expires the 16 day of Jan, 1973

STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 1 day of Aug, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Douglas D. Appel and Patty Jane Appel, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Diewers Notary Public  
My Commission expires the 16 day of Jan, 1973



(SEAL)



STATE OF NEBRASKA

WASHINGTON County } ss.



On this 31 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came David W. Ringler and Sharry A. Ringler, husband and wife,

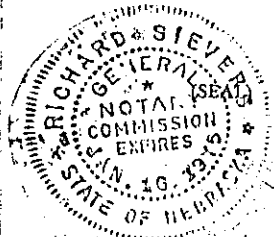
to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of Jan, 1975

STATE OF NEBRASKA

WASHINGTON County } ss.



On this 31 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Richard A. Lorenzen and Margaret D. Lorenzen, husband and wife,

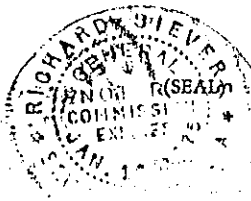
to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of Jan, 1975

STATE OF NEBRASKA

WASHINGTON County } ss.



On this 17 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Burdell J. Hammel and Margaret E. Hammel, husband and wife,

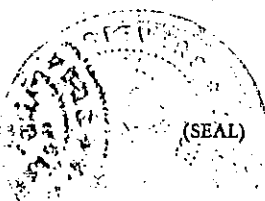
to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of Jan, 1975

STATE OF NEBRASKA

WASHINGTON County } ss.



On this        day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Leonard J. Godown and Josephine A. Godown, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

       Notary Public  
My Commission expires the        day of       , 19



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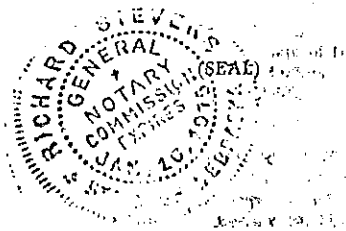
STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 9 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Max A. Block and Rosemary S. Block, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of Jan, 1975



STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 25 day of July, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Lloyd J. Updike and Sharon J. Updike, husband and wife

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of January, 1975



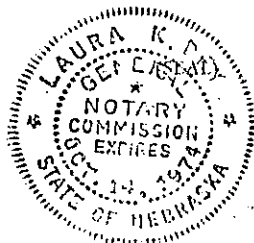
STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 2 day of August, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Richard Sievers and Clara Sievers, husband and wife

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Laura K. Day Notary Public  
My Commission expires the 14 day of Oct, 1974



STATE OF NEBRASKA }  
WASHINGTON County } ss.

On this 8 day of August, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Robert A. Payne and Billie L. Payne, husband and wife,

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Richard Sievers Notary Public  
My Commission expires the 16 day of Jan, 1975

