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

ARBOR HEIGHTS COVENANTS

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate: ARBOR HEIGHTS ADDITION to the City of Blair, formerly known as TAX LOTS 22 and 35 in the SE 1/4 of Section 2, T18N, R11E, together with TAX LOT 283 in the NE 1/4 of Section 11, T18N, R11E, all in Washington County, Nebraska.

All lots contained in said addition except Lot One (1) (containing five acres, more or less), which is specifically excluded from these covenants, 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 thereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height, with attached garage for not less than two cars, nor more than three cars. No dwelling shall be of flat roof design.

C. No residential structure shall be erected or placed on any lot which has an area less than the prescribed minimum square footage requirement for RM Zoning, in effect April 15, 1992. All front yard, side yard and rear yard set back requirements shall conform to the Zoning Ordinances of the City of Blair, Nebraska.

STATE OF NEBRASKA COUNTY OF WASHINGTON) 3598
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 9th DAY OF September 1992
AT 4:27 O'CLOCK P.M. AND RECORDED IN BOOK
307 AT PAGE 311
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

Recorded _____
General _____
Numerical _____
Photostat _____

D. No noxious or offensive trade or activity shall be carried on upon any lot 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) shall be erected on any building lot. 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 subdivision. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. 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, bought, 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 lot 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. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

E. No trailer, shack, barn, detached building, or temporary structure shall be placed or erected on said real estate, except that one detached building no larger than 12' x 14' matching the roof design, color, and building material of the main residence may be constructed on Lots 11 through 13 and Lots 33 through 41. 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. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42") in height, constructed of brick, wrought iron, stone, or wood and being fifty percent (50%) open. Side and rear yard fences shall not exceed six feet (6') in height and may be constructed of chain link, brick, stone, wrought iron, or wood on Lots 10 through 13 and Lots 20 through 48. Side and rear yard fences shall not be constructed of chain link material on Lots 2 through 9 and Lots 14 through 19.

G. All driveways must be constructed of concrete. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone on exposed foundations fronting a street. All other portions of exposed foundations must be painted if not brick or stone. Grading of lots in ARBOR HEIGHTS ADDITION shall be kept to a minimum and the natural contours of the land shall be preserved.

H. All telephone, electrical, and other utility lines must be located underground. No outside radio or television antennae, TV Dish, or other electronic antennae shall be erected on any building lot.

I. 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 on the following lots:

- 1) Lots two through nine shall have 1800 square feet finished living area for one story and split-level dwellings, 2400 square feet of finished living area for one and one-half story dwellings and 2800 square feet for two story dwellings.
- 2) Lots two through nine shall have wood or heavy asphalt shingles, have fifty percent (50%) of the front (facing a street) be brick or stone and have exteriors finished in beige, tan, brown, or grey.
- 3) Lots two through forty-eight shall have fifty percent (50%) of the front (facing a street) be brick or stone.
- 4) Lots ten through twenty shall have 1500 square feet finished living area for one story and split-level dwellings and 2000 square feet of finished living area for one and one-half story dwellings and 2400 square feet of finished living area for two story dwellings.
- 5) Lots twenty-one through forty-eight shall have 1400 square feet of finished living area for one story and split level dwellings and 1800 square feet of finished living area for one and one-half story dwellings and 2200 square feet of finished living area for two story dwellings.
- 6) "Finished living area" shall be defined as finished footage above-grade at the front yard and "finished living area" shall not be defined as walk-out type basement area.

J. Windows in all dwellings shall be at a minimum clad or wood of stationary casement, or double hung design excluding all slider units and metal material windows.

K. All alarm systems shall be monitored and if said system has an audible alarm, it shall be set so that the audible alarm sounds for no longer than five minutes.

L. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles or similar activities will be permitted outside of the garage on any lot at any time, unless an emergency. No clothes lines shall be permitted outside of any dwelling at any time, except one umbrella clothes line per lot. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from all other lots in the addition. Garage doors shall have automatic openers.

M. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar items shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than forty-eight (48) continuous hours or more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on any lot, except motor vehicles driven on a regular basis by the occupants of the dwelling located on such lot.

N. A perpetual easement is hereby reserved in favor of and granted to The BLAIR TELEPHONE COMPANY, CITY OF BLAIR, O.P.P.D., CABLE T.V. and MINNEGASCO, their successors and assigns, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV under and upon a five foot (5') strip of land adjoining the front, rear, and side boundary lines of each of said lots in said addition. Said license being granted for the use and benefit of all present and future owners of lots in said addition.

O. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2012, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to amend, change, or terminate same in whole or in part.

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

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

A & M DEVELOPMENT CO, a Nebraska partnership

by Pat Mallette
Pat Mallette, partner

by Helen L. Mallette
Helen L. Mallette, partner

by Frederick J. Aman
Frederick J. Aman, partner

by Frances D. Aman
Frances D. Aman, partner

STATE OF NEBRASKA)
) :SS:
WASHINGTON COUNTY)

On this 9th day of September, 1992, came Pat and Helen L. Mallette and Frederick J. and Frances D. Aman personally known to me to be the partners and spouses of the partners of A & M Development Co, a Nebraska partnership and having been first duly sworn, stated that they subscribed their signatures to the above, and that their signatures are their voluntary act and deed.

Lori L. Mallette Hansen
NOTARY PUBLIC

(seal)

