

CONTRACT

Karl Christensen et al
to
The Public
Filed September 9, 1940
at 10:15 o'clock A. M.
Helen K. Bolt, County Clerk

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CONTRACT

This agreement, made and entered into this 30th day of August, 1940, by and between Karl Christensen and Marie Christensen, husband and wife, and Simon Korshoj and Virginia Korshoj, husband and wife, and Walter Lyche and Esther Lyche, husband and wife, all of said parties being of Blair, Nebraska, witnesseth:

Covenant

That, whereas, said parties are the owners of all of the lots and land embraced within the Lincoln Addition to the City of Blair, Washington County, Nebraska, said addition being a subdivision of Tax Lot Number Two Hundred Thirty-four (234) of Section Eleven (11), in Township Eighteen (18), North, Range Eleven (11), East of the Sixth Principal Meridian, in said county, and,

Whereas, the parties hereto desire that all lots and land within said Lincoln Addition to Blair shall be owned, used and conveyed subject to certain restrictions, which restrictions shall enure to the benefit of all parties hereto, and their respective heirs and assigns.

Now therefore, it is agreed by and between all of the parties hereto that the ownership, use and conveyance of all real estate within said Lincoln Addition to Blair shall be subject to the following restrictive and protective covenants which are hereby imposed upon the titles to said real estate and shall enure to the benefit of each and all of the parties hereto, and each and all of the subsequent purchasers of real estate within said Lincoln Addition to Blair and their respective heirs and assigns:

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- B. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5400 square feet nor a width of less than 60 feet at the front building setback line.
- 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.
- E. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G. No dwelling costing less than \$3000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 824 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, two, or two and one-half story structure.
- H. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- I. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
- J. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- K. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect;

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and the parties hereto do hereby each agree that their titles to real estate within said Lincoln Addition to Blair are subject to the foregoing covenants, do each and all agree to be bound severally and collectively by said covenants and do each and all agree not to convey any real estate lying within said Lincoln Addition to Blair unless the conveyance or conveyances thereof are subject specifically to the provisions and requirements of said conditions.

In witness whereof, the parties have signed these presents at Blair, Nebraska, the date first aforesaid.

Witness:

Norma Lund

Karl Christensen

Marle Christensen

Walter Lyche

Esther Lyche

Simon Korshoj

Virginia Korshoj

STATE OF NEBRASKA)
WASHINGTON COUNTY) ss:

On this 6th day of September 1940, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county and state, personally appeared Karl Christensen and Marle Christensen, husband and wife, Simon Korshoj and Virginia Korshoj, husband and wife, and Walter Lyche and Esther Lyche, husband and wife, to me known to be the identical persons who signed the foregoing contract and they each did acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal at Blair, in said county and state, the date last above written.

(NOTARIAL SEAL)

Norma Lund
NOTARY PUBLIC.

My commission expires July 28, 1945.

AFFIDAVIT

N. B. Updike

to

The Public

Filed September 11, 1940
at 1:15 o'clock P. M.

Helen K. Bolt, County Clerk

AFFIDAVIT

I hereby certify the following is a true and correct copy of Article III of the Articles of Incorporation of the Woods Updike Land Company, as adopted on the 12th day of August 1939.

"The general nature of the business to be transacted by this Corporation shall be the purchase, sale, storing for the public, encumbering and trading in every kind of grain, grain products, building material, fuel and live stock, and the purchase, encumbering, holding, building, leasing, operating, improving and maintaining of such real estate, personal property, and structures, as may be deemed necessary and proper in carrying on said business.

"Said Corporation shall have power to purchase and sell all the material and products hereinbefore mentioned, either at wholesale, retail, or on commission, and shall have authority to do any and all acts necessary or convenient to the transaction of the business hereinbefore provided."

(CORPORATE SEAL)

N. B. Updike
N. B. Updike, Secretary.

State of Nebraska)
County of Douglas) ss

Subscribed and sworn to before me, a Notary Public, this 30th day of August, 1940.
(NOTARIAL SEAL)
(Comm. Expires)
(Nov. 13, 1945)

J. P. Murtagh
Notary Public