

RESTRICTIVE COVENANTS

Robert L. Marquardt and Dorothy M. Marquardt, being the owners of real estate described as Lots One to Twenty-two (1 to 22) inclusive, of Marquardt's Hillcrest Addition to the City of Blair, Washington County, Nebraska, do hereby declare that all lots contained in such addition 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 hereafter 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 "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed two stories in height, with attached garage for not less than two cars, or attached car port enclosed on two sides for not more than two cars.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot". Except as hereinafter provided, no building shall be located on any residential building plot nearer than 25 feet to the rear lot line nor nearer than 25 feet to the front lot line, nor shall any building be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street side yard

shall comply with the above front yard requirements and the other street side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the City Council of the City of Blair shall by resolution permit a lesser setback side yard, rear yard or plot area for any building plot, then as to such plot the determination of said City Council shall automatically supersede these covenants.

D. No noxious or offensive trade or activity shall be carried on upon any plot 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 not exceeding two feet by two feet in size) shall be erected on any building plot. 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 subdivisions. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be built in the front yard beyond the front line of any dwelling. 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, live-stock or poultry of any kind shall be raised, brought 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 plot and

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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.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. 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 according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. All exposed foundation walls of the front part of the main residential structures must be constructed of or faced with brick or stone. The front of all residential structures will be faced with a minimum of 20% brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting concrete saw so that the curb will be left smooth and free of patches.

G. 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:

1. a) 1,600 square feet for one story dwelling facing on 24th Avenue, 25th Avenue to Elm Drive and on Elm Drive.
b) 1,400 square feet for one story dwelling.
2. 1,400 square feet for split-level dwelling.
3. 1,000 square feet for one and a half or two story dwellings, on the ground floor.

H. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

I. Grading of lots in Marquardt's Hillcrest Addition in

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preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

J. All telephone, electric and other utility lines must be located underground.

K. These covenants, restrictions and conditions shall run with the land and continue until January 1, 1991, after which time they shall be automatically extended for 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.

L. 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.

M. 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.

Signed this 29th day of September, 1966.

Dorothy M. Marquardt
Dorothy M. Marquardt
Robert L. Marquardt
Robert L. Marquardt

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STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 29th day of September, 1966, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came Dorothy M. Marquardt and Robert L. Marquardt, wife and husband, to me known to be the identical persons whose signatures 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.



Clark O'Hanlon
Clark O'Hanlon, General Notary Public.

My commission expires July 8, 1971.

State of Nebraska }
County of Washington } ss. 1126

Entered in Numerical Index and filed for record
this 30 day of September
A. D., 19 66 at 9:55 o'clock A.M.
and recorded in book 71 at page 102-106

Lucille K. Paulson
County Clerk
Grace M. Hansen Deputy

Recorded ✓
General ✓
Numerical ✓
Photostat ✓