

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS declaration is made as of the 26th day of July, 1999, by SKN Development Company, Georgia Mardelle Ryan by James P. Ryan - Power of Attorney, Susan L. Ryan and Steven L. Cook and Kathleen A. Cook, husband and wife, hereinafter called the "Declarants", WITNESSETH:

WHEREAS, Declarants are the owners and/or developers of certain real property included in Oak Park First Addition and more particularly described as follows:

Block 3 - Lots 1, 2, 3, 4, 5 and 11; Block 4 - Lots 1, 2, 3, 4, 5 and 6; Block 5 - Lot 1; Block 6 - Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 14, 16, 17; Block 7 - Lots 1, 2, 4, 5, 6, 8, 9, 10, 12, 13, 14, 18, 19, 20, 22, 23, 24, 26, 28, 30, 31 and 38; Block 8 - Lots 4, 6, 7 and 8 of Oak Park First Addition.

The undersigned being the sole owners of the tract above described, with 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 regulations of the City of Blair, and of Washington County, Nebraska, and no single family dwelling shall have an enclosed floor area measured on the outside of the exterior walls of no less than 1500 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 Blair City zoning regulations. No building shall be located on any tract nearer than 35 feet from the front boundary facing a road or 10 feet from a side boundary line or 25 feet from any rear boundary line.
3. No offensive activity shall be conducted 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. There shall be no existing buildings moved into the subdivision, except a garage or outbuilding and then only if there is a dwelling previously located on the premises. There shall be no trailer home, mobile home, basement home, "double wide" mobile home, or recreational vehicles located on or used as a dwelling on any lot within the subdivision; provided however, a

recreational vehicle may be located on the premises after a dwelling is erected, but said recreational vehicle may not be used as residence on said premises.

5. 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 electricity, 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 the recording of these covenants, an additional five (5) feet wide easement may be 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 acquires adjacent lots before the said lot line easement was used, such easement shall cease and be null and void along the line common to the adjacent lots unless or until said lots are subsequently divided.

6. If any one or more of the provisions hereof shall be adjudged unlawful or unenforceable, that action shall in no manner affect or change the remaining other provisions.

7. Any provision of these covenants may be altered or waived in writing by the President and Vice President of SKN Development upon receipt of a written request to do so.

8. No fences shall be built in front of the main residential structure, except decorative fences no more than forty-two inches in height, constructed of brick, stone, plastic or wood. Side and rear fences shall not exceed six feet (6') in height of the above mentioned specifications with the addition of chain link. All fences shall be maintained in such a manner so as not to be unsightly to the neighboring properties.

11. Until such time as the control of Oak Park First Addition is legally transferred to some type of "homeowners association", SKN Development Company shall have control over all activity within the development. All purchasers of Lots within this development shall be required to pay an assessment of two hundred dollars (\$200.00) per year to provide the funds necessary for road maintenance, snow removal and water line maintenance to be paid to SKN Development Company. An initial assessment of two hundred dollars (\$200.00) to be paid upon the purchase



