

621

FILED

05 APR 13 PM 1:49

PROTECTIVE COVENANTS

CHARLOTTE L. PETERSEN
CLERK OF COURTS
WASHINGTON COUNTY, NEBRASKA

1. Subject to the following provisions, these Protective Covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until December 31, 2030:

Lot Eight (8), Lot Nine (9), Lot Ten(10), Lot Eleven (11), Lot Twelve (12), and Lot Thirteen (13) of the Replat of Lot Six and Part of Lot Seven of Tyson's Skyline Addition to the City of Blair, Washington County, Nebraska.

2. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

3. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity of the other covenants herein.

4. Each of the Lots described in paragraph 1 above shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than (a) one detached single-family dwelling on each lot of not less than one story nor more than two stories in height and to which must be attached a private garage on the ground floor or basement level providing enclosed space for not less than two automobiles and (b) one detached accessory structure on each lot incidental to and customarily associated with the use of a single family residence. All driveways shall be fully covered by concrete, asphalt or brick.

5. In no event shall any lot described in paragraph 1 be reduced in size by subsequent conveyance during the period these covenants are in effect for any purpose other than for enlargement or change of any adjoining street.

6. Exclusive of all open porches, breezeways and garages, the following minimums shall be required for the finished living areas for each single family dwelling constructed on a lot: not less than 1,600 square feet of floor area for a one story house with an attached garage; and, not less than 1,800 square feet for any one story house with a basement garage or any bi-level, tri-level, split-entry, 1 1/2 story or taller house.

7. Each single family residence must be constructed on the lot on which the residence exists. No residence may be moved to a lot from a different location. No mobile home or prefabricated home shall be placed on a lot. No trailer, basement, basement house, tent, or shack shall be used at any time as a residence, temporarily or permanently, on any of the lots nor shall any structure of a temporary character be used as a residence on a lot.

Recorded _____
General _____
Numerical _____
Physical _____
Abstract _____

621

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF April A.D. 20 05
AT 1:49 O'CLOCK P.M. AND RECORDED IN BOOK
400 AT PAGE 621-622
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karol Madson

8. No noxious or offensive activity shall be carried on upon any part of the real estate.

9. The restrictions imposed by these covenants may be changed at any time after December 31, 2011 if such change is unanimously agreed to in writing after December 31, 2011 by the then owners of the lots described in paragraph 1.

The undersigned, being the owners of the lots described in paragraph 1 of these covenants, hereby make and impose these restrictive covenants on said lots.

Executed the date or dates hereafter stated.

4-13-05
Date

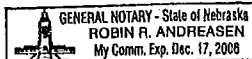
George W. Tyson Trustee
GEORGE W. TYSON, TRUSTEE

4-8-05
Date

Susan D. Van Horn, Trustee
SUSAN D. VAN HORN, TRUSTEE

State of Nebraska)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 13 day of April, 2005, by George W. Tyson.



Robin F. Andreasen
Notary Public

State of Nebraska)
County of Douglas) ss.

The foregoing instrument was acknowledged before me on this 8th day of April, 2005, by Susan D. Van Horn.



Peggy J. Case
Notary Public