

554

FILED

1979 APR 18 PH 3:20

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

RESTRICTIVE COVENANTS.

The undersigned, Kelly P. Ryan and Georgia Mardelle Ryan, being the owners of the OAK PARK FIRST ADDITION, to the City of Blair, Washington County, Nebraska, which is the following described real estate, to wit:

NORTHWEST part: Lots One (1) through Six (6), Block Two (2); Lots One (1) through Five (5), Block Three (3), Lots One (1) through Eight (8), Block Four (4); Lots One (1) and Two (2), Block Five (5); Lots One (1) through Fifteen (15), Block Six (6); Lots One (1) through Twenty Eight (28) inclusive, Block Seven (7), Oak Park First Addition, and

SOUTH part: Lots One (1) through Five (5) inclusive, Block One (1); Lots Six (6) through Eleven (11), Block Three (3); Lots Twenty Nine (29) through Forty Three (43), inclusive, Block Seven (7); Lots One (1) through Nine (9), Block Eight (8), Oak Park First Addition,

do hereby declare that all lots to be conveyed for building purposes, and all other lots in this addition shall henceforth be owned, used and conveyed, subject to the following conditions, restrictions and covenants:

1. All construction and building within said Addition shall be in compliance with the applicable provisions of the building and zoning restrictions of the City of Blair, Nebraska. No single family dwelling in the South Part of said Addition as above defined, shall have an enclosed floor area, measured on the outside of exterior walls, of less than 1440 square feet exclusive of an open porch or breezeway, and not including a detached garage or any other accessory building.

The lots in said Addition will be used only for residential

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 3437
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 18th DAY OF April A.D. 1979 -1-
 AT 3:20 CLOCK P M. AND RECORDED IN
 BOOK 122 AT PAGE 554-557
 COUNTY CLERK Charlotte L. Petersen 554
 DEPUTY Georgia Mardelle

purposes, except lots One (1) through Eight (8) inclusive, in Block Four (4),
 and lots One (1) and Two (2) in Block Five (5), and lots Thirteen⁽¹³⁾ and
 Fifteen (15) in Block Six (6) which may also be used for commercial
 purposes. No building shall be located on any lot nearer than twenty five
 (25) feet to the front lot line or ten (10) feet from any side lot line,
 except that on corner lots no building shall be located closer than
 12.5 feet to the side street lot line, unless greater setback is required
 by Blair City zoning ordinances.

3. No offensive trade or business activity shall be carried
 on or upon any premises or lots which shall be an annoyance or nuisance
 to the neighborhood.

4. Plans and specifications for any dwelling to be constructed
 on any lot in this Addition for a period of three (3) years from the date
 hereof shall be first approved by the undersigned as to reasonable architectural
 design.

5. No livestock or poultry, except household pets which
 are not kept for commercial purposes shall be kept on the premises.

6. An easement of five (5) feet is hereby reserved on, over and
 under a strip of land adjacent to all side lot lines and 10 feet on over and
 under a strip of land adjacent to all rear lot lines for installation and
 maintenance of electric, utility and telephone and gas lines. In addition
 along the side lot lines of lots 1 and 2, and along the rear lots line of
 lots 3 and 4, Block Three (3), and along the rear lot lines of lots 1 through
 7 inclusive, and 39 through 43 inclusive, and side lot line between lots 7 and 8,
 Block Seven (7); and along the rear lot lines of lots 1 and 2, Block Five (5),

556

and along the rear lot lines or through lots 1 through 15 inclusive, Block Six (6), an easement exists for a City of Blair Power line subject to previously recorded conditions and as per easement locations shown on this plat. Any installation of utilities on such easements shall be completed within a reasonable time, and all landscaped areas, drives, walks, etc. shall be restored within one week of completion of installation of electric, utility or telephone and gas 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 recording these covenants, an additional five foot easement may be used for a total of ten feet along the side lot lines or for a total of fifteen feet along the rear lots lines for electric, utility, telephone or gas line installations and maintenance 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 Addition, 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.

The restriction against building upon such utilities, electric, telephone etc. easement where an owner owns more than one lot, or a lot and a portion or all of another contiguous lot shall not be effective as to the original interior lot line within such building plot if such easement was not given prior use before the conveyance of such contiguous lots to one owner. The five feet and ten feet wide easement strips shall also be used for the purpose of rain water and surface water runoff where the lay of the land is such that runoff from an adjacent lot cannot go directly to a public right-of-way.

7. Lots with double frontage will be allowed driveway access to one street only, except for lots with a frontage road along US highway 73 which may have a drive facing such frontage road and a drive to street from rear.

8. These covenants, restrictions and conditions shall run with

-3-

556

1557

the land and continue until April __, 1989 after which time they shall be

automatically extended for two 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, except that the provisions in paragraph 6 shall not be changed in any event.

9. 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 proceedings to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

10. 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 16 day of April, 1979

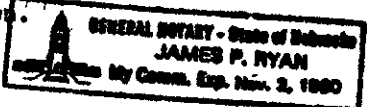
Georgia Mardelle Ryan
Georgia Mardelle Ryan

Kelly P. Ryan
Kelly P. Ryan

STATE OF NEBRASKA)
) ss.
WASHINGTON COUNTY)

On this 16 day of APRIL, 1979 before the undersigned, a Notary Public, duly commissioned and qualified for, in said county, personally came Kelly P. Ryan and Georgia Mardelle Ryan, husband and wife, to me known to be the identical persons whose names 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.



James P. Ryan
Notary Public

My commission expires _____, 19__

5571

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 2947
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 22ND DAY OF June A.D. 19 93
AT 10:57 O'CLOCK A.M. AND RECORDED IN BOOK
217 AT PAGE 432-436
COUNTY CLERK Charlotte Peterson
DEPUTY Karen Madson

432 1

FILED

93 JUN 22 AM 10:57

**RESTRICTIVE COVENANTS
FOR OAK PARK FIRST ADDITION, BLAIR, NEBRASKA**

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

AREA COVERED: LOT 1 - BLOCK 1, LOT 6 - BLOCK 2, LOTS 2 THRU 9 - BLOCK 3, LOTS 1 THRU 5 AND PART OF LOT 6 - BLOCK 4, LOTS 1 & 2 - BLOCK 5, LOTS 1 THRU 15 BLOCK 6, LOTS 1 THRU 10 LOTS 12 THRU 15 & LOTS 18 THRU 28 & LOTS 30, 31, 38, 42, 43 -BLOCK 7, LOTS 4 THRU 9 -BLOCK 8, ALL IN WASHINGTON COUNTY, NEBRASKA

The undersigned, James P. & Susan L. Ryan, Gail & Nancy M. Frazier, Kelly P. & Mardelle Ryan, Steven L. & Kathleen A. Cook, Fort Calhoun State Bank, Steven J. Wooley trustee for Northern Bank and J.Z. Jizba, being the sole owners, proprietors and mortgage holders of the tract above described, within 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 restrictions of the City of Blair, and of Washington County, Nebraska, and no single family dwelling shall have and enclosed floor area measured on the outside of the exterior walls of less than 1150 square feet for one story and split level dwellings and 1350 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 zoning. No building shall be located on any tract nearer than 35 feet from the

432 1

Recorded _____
Clerk _____
Deputy _____
Subscribed _____

front boundary facing a road or 10 feet from any side boundary or 25 feet from any rear boundary line.

3. No offensive activity shall be carried 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. 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 electric, 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 recording of these covenants, an additional five (5) feet wide easement maybe 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 acquire adjacent lots before the side lot line easement was used, such easement shall cease and be null and void along the line

common to the adjacent lots.

5. If any provisions hereof shall be judged unlawful or unenforceable, same shall in no manner affect or change other provisions.

6. All present and future owners shall cooperate in securing a county road designation for the sixty-six (66) feet wide private road right-of-way or easement. The developer covenants he will file promptly an easement for sixty-six (66) feet wide private right-of-way to serve tracts sold and will make each tract sold accessible by grading, etc., complying with Washington County design standards for rural roads for local traffic and place four (4) inch deep, twenty (20) feet wide crushed rock or equivalent surfacing to each tract.

7. These covenants, restrictions and conditions shall run with the land and continue until May 1, 2009, after which time they shall be automatically extended for two successive periods of ten years unless and instrument signed by a majority of the area of the then owners of said land shall modify the covenants and be filed.

8. None of the above lots in Oak Park II Subdivision shall be subdivided into smaller lots or parcels: and the original lot or parcel shall have no more than one residence constructed or placed thereon. The term residence is understood to mean single family dwelling. This paragraph shall not be construed to prohibit dedications to the public or conveyances to the State of Nebraska or to any political

subdivision or public corporation thereof.

9. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such area 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.

Signed this 17 day of JUNE, 1993.

Kelly P. Ryan
Kelly P. Ryan

James P. Ryan
James P. Ryan

Gail Frazier
Gail Frazier

STEVEN L. COOK
STEVEN L. COOK

Georgia M. Ryan
Georgia M. Ryan

Susan L. Ryan
Susan L. Ryan

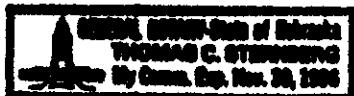
Nancy M. Frazier
Nancy M. Frazier

KATHLEEN A. COOK
KATHLEEN A. COOK

ON THIS DAY 17 of JUNE, 1993, before me, a notary public, came Kelly P. & Georgia M. Ryan, James P. & Susan L. Ryan, Gail & Nancy M. Frazier, Steven L. Cook & Kathleen A. Cook, and they acknowledged these signing of the covenants to be their voluntary act and deed.

My commission expires: Nov 30, 1998

SEAL



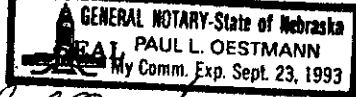
Thomas C. Stenberg
Notary Public

Signed this 18th day of March, 1993.

For Ft. Calhoun State Bank, Ronald K. Bitterback, its President.

ON THIS DAY 18 of MAR, 1993, before me, a notary public, came Donald K. Bitterback President of Ft. Calhoun State Bank, and acknowledged the signing of these covenants to be his/her voluntary act and deed.

My commission expires: 9-23-93



Paul L. Oestmann
Notary Public

Signed this 5th day of March, 1993.

Steven J. Woolley, trustee for Northern Bank.
Steven J. Woolley

ON THIS DAY 5th of March, 1993, before me, a notary public, came Steven J. Woolley, Trustee for Northern Bank, and acknowledged the signing of these covenants to be his voluntary act and deed.

My commission expires: October 20, 1994

SEAL



Debra L. Tweed
Notary Public

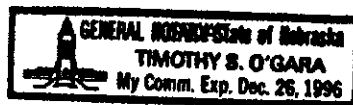
Signed this 27 day of Feb., 1993.

J.Z. Jizba
J.Z. Jizba

ON THIS DAY 27 of Feb, 1993, before me, a notary public, came J.Z. Jizba and acknowledged the signing of these covenants to be his voluntary act and deed.

My commission expires: 12/26/96

Timothy S. O'Gara



Notary Public

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 39 AND 41, BLOCK 7, OAK PARK FIRST ADDITION**

97 FEB 27 AM 10:38

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

THIS DECLARATION, made on the date hereinafter set forth by Robin L. Renard and Patricia L. Renard, hereinafter referred to as "Declarants",

W I T N E S S E T H:

WHEREAS, the Declarants are the Owners of the following described real property:

Lots 39 and 41, Block 7, Oak Park First Addition,
as surveyed, platted and recorded in Washington
County, Nebraska, and,

WHEREAS, the Declarants will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

NOW, THEREFORE, the Declarants hereby declare that both of the lots described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These covenants, restrictions, and conditions shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

1. All lots shall be known and designated as residential building lots.
2. All residential buildings shall be of "stick-built" new building construction.
3. Dwellings constructed elsewhere and/or previously occupied shall not be moved on to either of these lots.
4. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2007.
5. If any person or persons shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described lots, including a person or persons purchasing a lot on a land contract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any

such covenant to either prevent him, her, or them from so doing or recover damages for such violation.

6. Invalidation of any one of these covenants by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNED this 24 day of February, 1997.

DECLARANTS:

[Signature]
ROBIN L. RENARD

[Signature]
PATRICIA L. RENARD

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

ON this 24 day of February, 1997, before me, the undersigned, a Notary Public duly commissioned and qualified in said County, personally came Robin L. Renard and Patricia L. Renard, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[Signature]
NOTARY PUBLIC



STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 688
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF February A.D. 1997
AT 10:38 O'CLOCK A. M. AND RECORDED IN BOOK
263 AT PAGE 495-496
COUNTY CLERK Charlotte Petersen
DEPUTY Taren Madson

FILED _____
C _____
I _____
D _____

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

of each lot in the development upon closing. The initial assessment will cover all assessments for the year of closing. The next assessment will be due and payable on January 10th of the next year regardless of the date of closing.

12. These covenants, restrictions and conditions shall run with the land and continue until July 28, 2009, after which time they shall be automatically extended for one successive period of ten years unless an instrument signed by a majority of the then owners of said land shall modify by reducing restrictions contained herein or terminate these covenants and be filed. An owner is defined as one vote per lot in said modification termination.

13. If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such area 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.

Signed this 27th day of July, 1999.

WE, the undersigned, consent to the recording of the Oak Park First Addition covenants as submitted.

[Signature]
Steven L. Cook

[Signature]
Kathleen A. Cook

[Signature]
James P. Ryan

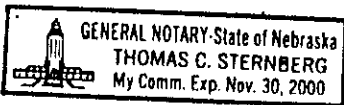
[Signature]
Susan L. Ryan

[Signature]
SKN Development Company by
James P. Ryan

[Signature]
James P. Ryan, Attorney in Fact for
Georgia Mardelle Ryan

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

On this 27th day of July, 1999, before me, a notary public, came James P. RYAN FOR SKN DEVELOPMENT and acknowledged the signing of the covenants to be their voluntary act and deed.



[Signature]
Notary Public

STATE OF NEBRASKA
COUNTY OF WASHINGTON

993730
STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF July A.D. 19 99
AT 4:31 O'CLOCK P.M. AND RECORDED IN BOOK
305 AT PAGE 483-486
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

Recorded [check]
General [check]
Numerical [check]
Photostat [check]
Proofed [check]

FILED
99 JUL 28 PM 4:51
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, IEBER