

11-485

FILED

COLLEGE HEIGHTS ADDITION COVENANT 1972 NOV 28 AM 11:51

PHILIP LARSEN

A. Philip Larsen, Florence Larsen, Edwin T. Jipp and Shirley Jipp, being the owners of real estate described as lots one to twenty-nine (1 to 29) inclusive, of College Heights Addition to the City of Blair, Nebraska, do hereby declare that lots one to twenty-nine 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 structure 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 one and one half stories in height, with attached garage for not less 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". All front yard, side yard and rear yard set back requirements shall conform to the Zoning Ordinances of the City of Blair, Nebraska for R-100 classification.
- 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 six (6) square feet in area) 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 subdivision. 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. All weeds and grass shall be kept cut down to

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a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock 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 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 or out-building of an unsightly nature shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupance 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. No fences shall be erected in front of the main residential structure except decorative fences not to exceed forty-two inches (42") in height and constructed of brick, stone, metal or wood. Side and rear yard fences shall not exceed six feet (6') in height and shall conform to the above mentioned construction materials. All fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring properties.

G. All driveways shall be constructed of Portland Cement concrete to a minimum thickness of six inches (6").

H. 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. 1250 square feet for one story dwellings.
2. 1250 square feet for split level dwellings.
3. 1050 square feet for one and one half (1½) story dwellings on the ground floor.

I. No two story dwellings shall be permitted on any lot in College Heights Addition.

J. Dwellings constructed in another addition or location shall not be moved to any lot within College Heights Addition.

K. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone veneer on exposed foundations fronting a street. All other portions of exposed foundation must be painted, if not brick or stone veneer.

L. Grading of lots in College Heights Addition in 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.

M. These covenants, restrictions and conditions shall run with the land and continue until January 1, 1998, 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.

N. 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.

P. 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 7th day of November A.D., 1972.

A. Philip Larsen  
A. Philip Larsen

Edwin T. Jipp  
Edwin T. Jipp

Florence Larsen  
Florence Larsen

Shirley Jipp  
Shirley Jipp

STATE OF NEBRASKA COUNTY OF WASHINGTON) 88  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 17th DAY OF June A.D. 2004  
 AT 9:47 O'CLOCK A.M. AND RECORDED IN BOOK  
 440 AT PAGE 227-230  
 COUNTY CLERK Charlotte L. Petersen  
 DEPUTY Karen Madson

Recorded   
 General   
 Numerical   
 Photostat   
 Printed

FILED  
 04 JUN 17 AM 9:47  
 CHARLOTTE L. PETERSEN  
 WASHINGTON COUNTY, CLERK  
 BLAIR, NEBR.

PETITION TO MODIFY COVENANTS

Restrictive covenants for the College Heights Addition to the City of Blair, Washington County, Nebraska ("College Heights Addition") were recorded in the real estate records the County Clerk of Washington County, Nebraska, on November 28, 1972, at Book 71, Pages 485 through 487. Paragraph I of such covenants provide that "No two story dwellings shall be permitted on any lot in College Heights Addition" and further provide at Paragraph M that "These covenants, restrictions and conditions shall run with the land and continue until January 1, 1998, after which such 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".

Natascha Nothing-Radnor and Travis Radnor, wife and husband ("Radnor"), are the purchasers under a certain real estate purchase agreement dated on or about April 13, 2004, for the purchase of Lot 26 of College Heights Addition from Brent A. Stirek and wife. Radnor is desirous of erecting and maintaining a two-story residence on such lot. If you, as a current owner of land in College Heights Addition, consent to change such covenants to permit the erection and maintenance of a two-story residence on Lot 26 by Radnor, please acknowledge your consent by signing and printing your name below.

Thank you.

Lot #

Signature of Current Lot Owner

Printed Name

Date

- |     |    |                          |                          |                |
|-----|----|--------------------------|--------------------------|----------------|
| #2  | 1. | <u>Charles E. Larson</u> | <u>Charles E. Larson</u> | <u>4/17/04</u> |
| #1  | 2. | <u>David A. White</u>    | <u>DAVID A. WHITE</u>    | <u>4-17-04</u> |
| #04 | 3. | <u>Paul J. Emmerich</u>  | <u>Paul J. Emmerich</u>  | <u>4/17/04</u> |
| #02 | 4. | <u>Laurids Pedersen</u>  | <u>Laurids Pedersen</u>  | <u>4/17/04</u> |

	<u>Signature of Current Lot Owner</u>	<u>Printed Name</u>	<u>Date</u>
#57	5. <u>Marilyn Fleming</u>	Marilyn Fleming	4-17-04
#91	6. <u>Claudia Johnson</u>	Claudia Johnson	4-17-04
#8	7. <u>Cheryl Harris Fleming</u>	Cheryl Harris Fleming	4/17/04
#10	8. <u>John F. Denker</u>	John F. Denker	4/17/04
#11	9. <u>Robert M. Scholey, Jr.</u>	Robert M. Scholey, Jr.	4/17/04
#13	10. <u>Kalli Spicer</u>	Kalli Spicer	4-17-04
#17	11. <u>Todd Wick</u>	Todd Wick	4/17/04
#16	12. <u>John Renelt</u>	John Renelt	4/17/04
#6	13. <u>Richard Ishem</u>	Richard Ishem	4/17/04
#28	14. <u>James P. Mattingly</u>	James P. Mattingly	4/17/04
#7	15. <u>Vicki L. Shanahan</u>	Vicki L. Shanahan	4-26-04
#29	16. <u>Brent Stirek</u>	BRENT STIREK	5-3-04
	17. _____	_____	_____
	18. _____	_____	_____

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	<u>Signature of Current Lot Owner</u>	<u>Printed Name</u>	<u>Date</u>
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____
22.	_____	_____	_____
23.	_____	_____	_____
24.	_____	_____	_____
25.	_____	_____	_____
26.	_____	_____	_____
27.	_____	_____	_____
28.	_____	_____	_____
29.	_____	_____	_____

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