

109-198

RESTRICTIVE COVENANTS.

FILED

1976 JUN 15 PM 1:20

The undersigned, Kelly P. Ryan, and Georgia Mardella Ryan, being the owners of Evergreen Bluff Addition to the City of Blair, Washington County, Nebraska, which is the following described real estate, to wit:

Lots One (1) through Eleven (11), Block One (1); One (1) through Thirteen (13), Block Two (2); One (1) through Three (3), Block Three (3); One (1) through Eight (8), Block Four (4), in Evergreen Bluff Addition,

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:

1. All construction and building within said Addition shall be in compliance with the building and zoning restrictions of the City of Blair, Nebraska.
2. The lots in said Addition will be used for residential purposes only. No building shall be located on any lot line 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 twelve and a half (12.5) feet to the side street lot line, unless otherwise required or permitted by Blair City Zoning Ordinances.
3. No offensive trade or business activity shall be carried on upon any premises 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. Upon failure of the undersigned to exercise this provision in any instance, the right is reserved to require such approval in all successive proposed dwelling constructions.
5. Until a driveway is constructed to any lot where a house is being built, the owner or builder shall be responsible for any damage that may be caused to the sidewalks by trucks and other equipment, and shall use all means to avoid damage, and the owner of any lot, or builder shall be required to use two (2) inch thick planking laid perpendicular to the travel path of the vehicle on not less than ten (10) inch wide timbers, not less than twelve (12) feet long, or any other equivalent, or better matting protection. Any damage to sidewalks shall be replaced to pre-existing conditions within ten (10) days of such occurrence by said owner or else the developer, upon written notice to the lot owner affected,

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1811  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 15th DAY OF JULY A.D. 1976  
 AT 1:20 O'CLOCK P.M. AND RECORDED IN BOOK  
 109 AT PAGE 198-300  
 COUNTY CLERK Charlotte Peterson  
 DEPUTY Karen Thibodeau

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may repair the damage and charge the lot owner for the cost of the repair.

6. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all front, side and rear lot lines for installation and maintenance of electric utility, telephone and gas lines. Any such installation shall be completed within reasonable time and all landscaped areas and drives, walk, etc. shall be restored within one week's time to pre-existing conditions unless delay is required by the season of the year. Where trees were planted for landscaping purposes at the time of recording these covenants, an additional five (5) feet easement may be used for a total of ten (10) feet for utility installations and for maintenance in order to minimize damage to such trees. No permanent buildings or new trees shall be placed in or on said easements or on 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 restrictions against building upon such utility easement where an owner owns part of a lot, or one lot and a portion or all of another contiguous lot, shall not be effective as to the original interior lot line within such a building plot. All side lot line easements will be granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been installed in the vicinity of each lot, all remaining unused side and rear lot line easements shall automatically terminate and become void.

7. For the purpose of rain water and surface water runoff from adjacent street as well as adjacent lots, seven and one-half ( $7\frac{1}{2}$ ) foot wide strips are dedicated on either side of and adjacent to each side lot line of lots 6 and 7, Block 4 on the side where aforesaid pair of lots has a common boundary. Each lot owner shall be responsible to maintain such drainage and rain water runoff easements unobstructed and shall not change the elevations of such easements as to obstruct or entrap the natural flow of water from an adjacent lot.

8. For the purposes of construction and maintenance, and reconstruction if needed, a sanitary sewer easement seven and a half ( $7\frac{1}{2}$ ) feet wide strips are dedicated on either side of adjacent to each side lot line of lots Four (4) and Five (5), and of lots Five (5) and Six (6), Block Four (4), on the side where

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aforsaid pairs of lots have a common boundary. For the purposes of construction and maintenance, and reconstruction if needed, a sanitary sewer easement and watermain line easement ten (10) feet wide strips are dedicated on either side and adjacent to each side lot line of lots ten (10) and eleven (11), Block One (1), on the side where these lots have a common boundary.

9. These covenants, restrictions and conditions shall run with the land and continue until \_\_\_\_\_, 1986 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 lots 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 of paragraph 8 hereof shall not be changed in any event.

10. 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.

11. 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 1 day of JULY, 1976

Kelly P. Ryan  
Kelly P. Ryan  
Georgia Mardelle Ryan  
Georgia Mardelle Ryan

STATE OF NEBRASKA )  
WASHINGTON COUNTY ) ss.

On this 1 day of JULY, 1976, 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  
General Notary-State of Nebr.  
My Commission Expires  
November 2, 1978

James P. Ryan  
Notary Public

My commission expires 2 NOV, 1976

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