

OAK PARK II ADD

RESTRICTED COVENANTS FOR OAK VALLEY ADDITION, BLAIR, NEBRASKA

AREA COVERED:

From the northwest corner of section 19, T 18N, R 12 E of the 6th P.M. in Washington County, Ne., with the west section line of the NW $\frac{1}{4}$  assumed bearing as S 0 $^{\circ}$  15' 17" E thence S 0 $^{\circ}$  E 1,272.34 feet from said northwest section corner and S 90 $^{\circ}$  E 3,075.77 feet located on the southern right-of-way of U.S. highway 73 as the point of beginning

"thence S 18 $^{\circ}$  10' 52" W a distance of 1,428.55 feet; the S 89 $^{\circ}$  57' 58" E 820.34 feet; thence N 22 $^{\circ}$  41' 10" E 1,015 to the southerly right-of-way of U.S. highway 73; thence along the highway right-of-way N 47 $^{\circ}$  50' 58" W 390 feet; thence N 71 $^{\circ}$  32' 58" W 502.93 feet to the point of beginning."

The undersigned, Kelly P. Ryan and Georgia Mardelle Ryan

being the owners of the tract above described to be platted as "OAK VALLEY" addition, or similar, within the zoning jurisdiction of the City of Blair, Washington County, Nebraska, do hereby declare that all lots to be laid out and conveyed for building purposes, 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 building and zoning restrictions 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 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.

2. The lots in said addition will be used only for residential purposes. No lot shall be built upon if the front lot line is less than 110 feet in width or if the equivalent width at the building line is less than 110 feet on cul-de-sac lots or irregular lots where the front lot line width cannot be complied with. No building shall be located on any lot nearer than twenty-five (25) feet to the

1977 MAY 10 PM 3:13

14  
OTA

front lot line or ten (10) feet from any side lot line or twenty-five (25) feet from the rear lot line.

3. No offensive activity shall be carried upon any premises which shall be in violation of the Blair zoning ordinance or 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, and except for horses for personal use, shall be kept on the premises.

6. An easement of ten (10) feet is hereby reserved on a strip of land adjacent to the rear lot lines of all tracts, which strip shall be used for trails for horseback riding.

7. An easement of five (5) feet is hereby reserved on, over, and under a strip of land adjacent to all side and rear lot lines for installation and maintenance of electric, utility and telephone lines. Any such installation shall be completed within a reasonable time and all landscaped areas, drives, walks shall be restored within one week of completion of installation of electric, utility 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 these covenants, an additional five foot easement may be used for a total of ten (10) feet for electric, utility or telephone lines 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 restrictions against building upon such utilities easement where an owner owns more than one 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 building plot if such easement was not given use prior to the conveyance of the contiguous lot.

8. All owners of tracts in said Addition shall cooperate in securing a county road designation to the main 66 feet wide right-of-way roads after plat is filed. The developer covenants he will file promptly an easement for 66 feet wide road right-of-way to serve tracts sold and he will grade adequately, and place promptly 4 inch deep, 20 feet wide, crushed rock surfacing on such road easement, as well as he will install necessary culverts for drainage runoff to comply with Washington County design standards for rural roads for local traffic.

9. These covenants, restrictions and conditions shall run with the land and continue until December, 31, 1998, 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 7 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. Perpetual easements shall be granted to the Omaha Public Power District and Blair Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

12. If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other



427

FILED

93 JUN 22 AM 10:57

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

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

**AREA COVERED:** LOT 2, LOTS 4 THRU 9 - BLOCK 12, OAK PARK  
SECOND ADDITION AND LOTS 1 THRU 6 and LOT  
10 - BLOCK 14, OAK PARK SECOND ADDITION,  
WASHINGTON COUNTY, NEBRASKA.

The undersigned, James P. & Susan L. Ryan, Gail & Nancy  
M. Frazier, Kelly P. & Mardelle Ryan, Ft. 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  
1300 square feet for one story and split level dwellings and  
1700 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  
front boundary facing a road or 10 feet from any side

427

1

217-427

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 a strip of land adjacent to the rear boundaries of all tract, which strip may be used for horseback riding.

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 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.

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

7. 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.

8. 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 an instrument signed by a majority of the area of the then owners of said land shall modify the covenants and be filed.

9. 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.

10. 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 \_\_\_ day of \_\_\_, 1993.

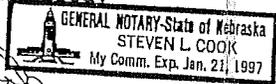
Kelly P. Ryan  
Kelly P. Ryan  
James P. Ryan  
James P. Ryan  
Gail Frazier  
Gail Frazier

Georgia M. Ryan  
Georgia M. Ryan  
Susan L. Ryan  
Susan L. Ryan  
Nancy M. Frazier  
Nancy M. Frazier

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

My commission expires: 1-21-97

SEAL  
Steven L. Cook  
Notary Public



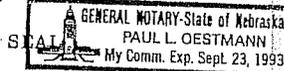
431

Signed this 18<sup>th</sup> day of March, 1993.

For Ft. Calhoun State Bank, Donald R. Bilderback, its President.

ON THIS DAY 18 of MAR, 1993, before me, a notary public, came Donald R. Bilderback, 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

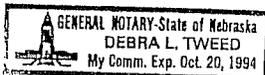
Signed this 5<sup>th</sup> day of March, 1993.

Steven J. Woolley, trustee for Northern Bank.

ON THIS DAY 5<sup>th</sup> 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

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 2946  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 29 DAY OF June A.D. 19 93  
AT 10:57 O'CLOCK AM AND RECORDED IN BOOK  
217 AT PAGE 431-431  
COUNTY CLERK Charlatte L. Petersen  
DEPUTY Janet Madson

431 : 5