

OAK Park III 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 southerl right-of-way of U.S. highway 73 as the point of beginnin

"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."

197 MAY 10 PM 3:13

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

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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

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provisions hereof, which shall remain in full force and effect.

Signed this 10th day of May, 1978.

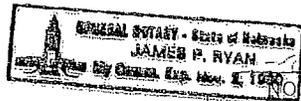
Kelly P. Ryan
KELLY P. RYAN

Georgia Mardelle Ryan
GEORGIA MARDELLE RYAN

STATE OF NEBRASKA)
) ss.
WASHINGTON COUNTY)

On this 10th day of MAY, 1978, before the undersigned, 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 a 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____.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 841
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF May A.D. 1978
AT 5:13 O'CLOCK P. M. AND RECORDED IN
BOOK 118 AT PAGE 14-18
COUNTY CLERK Marvin S. Peterson
DEPUTY John D. Peterson

RESTRICTIVE COVENANTS

RE: Lots 1, 2, 4, 5, 6, 7, 8,
9, Block 16; Lots 1, 2, 3,
4, 5, 6, 7, 8, 9, Block 17,
Oak Park Third Addition to
the City of Blair,
Washington County, Nebraska

The undersigned, being all the owners of the referenced real estate, hereby adopt the following restrictive covenants and declare that such real estate shall 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 front lot line or ten (10) feet from any side lot line or twenty-five feet (25) 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, 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.

WASHTON COUNTY OF NEBRASKA
 RECORDED IN BOOK 1070
 PAGE 1070
 DECEMBER 1950
 DEEDS AT THE CITY OF BLAIR
 DEEDS AT THE CITY OF BLAIR

Recorded _____
 General _____
 Numerical _____
 Photostat _____

1950
 DEC 27 P. 3:12

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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. No structure of a temporary character, trailer, basement, tent, shack, or other outbuildings shall be used on any lot at any time, either temporary or permanent, except for one detached building (maximum size being 400 square feet).

9. 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 inches 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.

10. These covenants, restrictions and conditions shall run with the land and continue until _____, 2000, after which time they shall be automatically extended for two successive periods of ten years, unless an instrument signed by all 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.

11. 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.

12. 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.

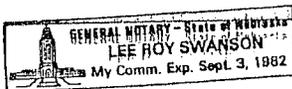
Signed this 27 day of August, 1980.

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

STATE OF NEBRASKA)
WASHINGTON COUNTY) ss.

On this 27 day of August, 1980, before the undersigned, a Notary Public, duly commissioned and qualified for, in said County, personally came Kelly P. Ryan, ~~husband and wife~~, to me known to be the identical person whose name ~~is~~ ^{are} affixed to the foregoing instrument and acknowledged the execution thereof to be ~~his~~ ^{their} voluntary act and deed.

^{11.5} Witness my hand and Notarial Seal the day and year last above written.



Lee Roy Swanson
Notary Public