RESTRICTIVE COVENANTS

Larsen & Jipp Co., a Nebraska corporation, being the owner of Larsen & Jipp Second Addition, which is an addition to the City of Blair, Nebraska, and is a subdivision of the following described tract of real estate, to-wit:

Beginning at a point 403.67 feet north of the quarter quarter corner west of the south quarter corner of Section Two (2), Township Eighteen (18), North, Range Eleven (11), East, and assuming the bearing of the quarter quarter line to be due north and south; thence north along said quarter quarter line 508.13 feet to a point on the southerly right of way of U. S. Highway 73; thence northwesterly along said right of way a distance of 416.9 feet; thence south 822.17 feet; thence east 125.0 feet; thence north 25.0 feet; thence east 175.0 feet to the point of beginning, lying in the Southwest Quarter of the Southwest Quarter (SW\(\frac{1}{2}\) SW\(\frac{1}{2}\)) of said Section 2, Township 18, North, Range 11, East of the 6th P. M., in Washington County, Nebraska, and containing 4.542 acres more or less,

does hereby declare that all lots contained in such subdivision are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

- 1. All lots shall be used for residential purposes only and all dwellings thereon shall be single-family dwellings.
- 2. All dwellings and other structures shall be built and maintained in height at not more than 26 feet above the lot grade and shall be not more than two-story structures above lot grade.
 - 3. All dwellings shall have attached one-car garages, or larger.
- 4. All dwellings shall contain a minimum of 936 square feet of floor area, exclusive of porches, patios and garages, and of this square foot area not less than 936 square feet shall be constructed above the lot grade in the case of one-story structures, and not less than 800 square feet per floor, above grade, in the case of

OFFICES OF O'HANLON & O'HANLON LAWYERS

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one and one-half or two-story structures, exclusive of porches, patios and garages.

5. Minimum building setback lines shall be as follows:

Front yard setback 30 feet Side yard setback 5 feet Rear yard setback 40 feet

- 6. Public sidewalks shall be constructed of concrete not less than four feet in width and four inches thick, in front of each lot in said addition improved by the construction of a dwelling.
- 7. No livestock or poultry, except household pets which are not kept for commercial purposes, shall be kept on the premises.
- 8. No trailer, basement house, shack, tent or other structure of a temporary nature shall be kept, erected, maintained or used as a dwelling, either temporary or permanent.
- 9. No signs, billboards or other advertising structures shall be kept or maintained on any premises.
- 10. No offensive trade or business activity shall be carried on upon any premises which shall be an annoyance or nuisance to the neighborhood.
- 11. No structure shall be moved into said addition for the purpose of remodeling into a dwelling or outbuilding.
- 12. An easement for the installation, maintenance and repair of public utilities and drainage facilities is reserved over the rear ten feet of each lot in said addition.
- 13. These covenants, restrictions and conditions shall run with the land and continue until September 12, 1985, after which

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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.

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

LARSEN & JIPP CO., a corporation,

Recorded

Numerical 4

General

Signed this 12th day of September, 1963.

ATTEST:

State of Nebraska

County of Mashington $\{ss.~95.7$

A. D., 19 103 at 10:15 o'block

Entered in Numerical Index and filed for reogra-

and recorded in book 2 at page 42.2429

Lucille X. Poulson
County Clerk

Deputy

Gedretary.	by Drain	President
STATE OF NEBRASKA)		2 1135
) :ss: WASHINGTON COUNTY)		
before me, the undersigned, a qualified for and residing in Larsen, President of Larsen & to be the President of said control whose signature is affixed to knowledged the execution there such officer and the voluntary	notary public, said county, p Jipp Co., a co orporation and the foregoing eof to be his v	ersonally came A. Philip rporation, to me known the identical person instrument, and he acoluntary act and deed as
May and year last aforesaid.		nd and notarial seal the
1.22.15. 1.01.17.11.01.	<u> </u>	Notary Public.

OFFIC'S OF O'HANLON & O'HANLON

BEFORE THE COUNTY JUDGE OF WASHINGTON COUNTY, NEBRASKA

STATE OF NEBRASKA DEPARTMENT OF ROADS,

Condemner,

ν.

LARSON & JIPP CO., A Nebraska Corporation, Owner;

DONALD G. ANDERSON and JEAN ANDERSON, husband and wife, Joint Tenants;

JENS JUUL a/k/a JIM JUUL, ELLA BIFFAR, and VIOLA PETERSEN, Owners; HELEN JUUL, wife of Jens Juul; JOHN BIFFAR, husband of Ella Biffar; DONALD PETERSEN, husband of Viola Petersen;

THELMA E. GLASSER and RAYMOND GLASSER, wife and husband, Contract Sellers; DUANE K. BRUNDAGE a single person, CLARENCE R. BRUNDAGE, JR. and EULA BRUNDAGE, husband and wife, Contract Duyers; Docket 24 Page 184 Case 6348

RETURN

OF

APPRAISERS

FILED

1974 JAN 22 AN 10: 52

1974 JAN 22 AN 10: 52

County of Washington } SS 113

Entered in Nymerical Index and filed for record

1 2 2 day of January

A 11 74 at 10 520 Hork A M.

and recorded in book at page 244-259

Charlette & Fitzer

County Clerk

Elizabet My Deputy

Condemnees.)

TO THE COUNTY JUDGE OF WASHINGTON COUNTY, NEBRASKA.

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by

, Sheriff or Deputy Sheriff of

Washington County, Nebraska, on the day of <u>Occarder</u>,

1973, and after having taken and filed the "Oath of Appraisers"

that we did carefully inspect and view the property described herein,

sought to be appropriated by the State of Nebraska, Department of Roads, and also other property of the condemnees alleged damaged

thereby and did hear all parties interested therein in reference

to the amount of damages sustained while we were so inspecting

and viewing the property herein described and thereafter did assess

the damages that the condemnees have sustained or will sustain by

such appropriation of the property herein described for State

Chighway purposes and also damage to such other property of the

condemnees as in our opinion, was damaged by the appropriation of

the property herein described:

FILED
JAN 15 1974
CHESTER N. SUTTON
COUNTY JUGGE

TRACT: 45

. PROJECT: F-23 (14)

CONDEMNATION

OWNER: Larsen and Jipp Company

PROJECT F- 23(14) TRACT 44

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON. MY, FEOR HIGHEAY PIGHT OF WAY PURPOSES LOCATED IN ECTS 13 ASO 15. LARSEN AND JIPP SECOND ADDITION, TO THE CITY OF BLAIR, WASHINGTON COUNTY, REBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MORTHEAST CORNER OF LOT 15; THENCE SOUTHERLY A DISTANCE OF 66.48 FEET ALONG THE EAST LINE OF SAID LOTS 15 AND 13; THENCE NORTHWESTERLY DEFLECTING 134 DEGREES, 41 MIMUTES RIGHT, A DISTANCE OF 151.62 FEET TO A POINT ON THE WEST LINE OF SAID LOT 15; FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY ON A 128.70 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 075 DEGREES, 17 MINUTES PIGHT, DISTANCE OF 31.37 FEET, SUBTENDING A CENTRAL ANGLE OF 013 DEGREES, 58 MINUTES ALONG THE WEST LINE OF SAID LOT: THENCE NORTHEASTERLY DEFLECTING OOD DIGREES, DO MINUTES A DISTANCE OF 11.28 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY HIGHWAY 73 RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ON A 5095.51 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 088 DEGREES. 46 MINUTES RIGHT, A DISTANCE OF 109.35 FEET, SUBTENDING A CENTRAL ANGLE OF 001 DEGREES, 14 MINUTES ALONG THE WESTERLY HIGHWAY 73 RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 5923.94 SQUARE FEET, MORE OR LESS.

. THERE WILL BE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM OR TO THE REMAINDER OF SAID LOTS 13 AND 15.

TRACT 44 PROJECT F- 23(14)

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON. IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN LOT 17, LARSEN AND JIPP SECOND ADDITION, TO THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULABLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT: THENCE SOUTHERLY A DISTANCE OF 57.49 FEET ALONG THE WEST LINE OF SAID LOT: THENCE SOUTHEASTERLY DEFLECTING 045 DEGREES, 19 MINUTES LEFT, A DISTANCE OF 219.15 FEET TO A POINT ON THE EAST LINE OF SAID LOT; THENCE NORTHEASTERLY ON A 178.70 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION THE INITIAL TANGENT BEING 100 DEGREES, 33 MINUTES LEFT, A DISTANCE 30.54 FEET, SUBTENDING A CENTRAL ANGLE OF 009 DEGREES, 47 MINUTES ALONG SAID LINE: THENCE NORTHEASTERLY DEFLECTING 000 DEGREES, 00 MINUTES A DISTANCE OF 10.45 FEET ALONG SAID LINE TO A POINT ON THE NE WESTERLY HIGHWAY 73 RIGHT OF WAY LINE: THENCE NORTHWESTERLY ON A 5095.51 FOOT RACIUS CURVE TO THE RIGHT. DEFLECTION TO THE INITIAL TANGENT BEING 090 DEGREES, 40 MINUTES LEFT, A DISTANCE OF 256.46 FEET, SUBTENDING A CENTRAL ANGLE OF 002 DEGREES, 53 MINUTES TO THE POINT OF BEGINNING CONTAINING 9407.83 SQUARE FEET, MORE OR LESS.

THERE WILL PE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM OR TO THE REMAINDER OF SAID LOT 17.

ABOVE DESCRIBED REAL IN OR ON THE MINERALS, RIGHTS TO PROPERTY, SHALL BE RETAINED AND RESERVED TO THE CONDEMNEES AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS. SAID CONDEMNEES AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID PEAL PROPERTY FOR AMY PURPOSE CONCERNING SAID MINERAL PIGHTS, NOR SHALL SAID CONDEMNEES AND/OR HIS, HER OR THEIR HEIPS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.