

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 $\frac{1}{4}$ SW $\frac{1}{4}$) 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

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

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.

14. 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.

15. If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

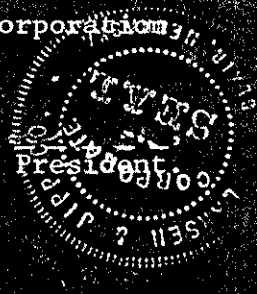
Signed this 12th day of September, 1963.

ATTEST:

LARSEN & JIPP CO., a corporation

Edwin J. Jipp
Secretary.

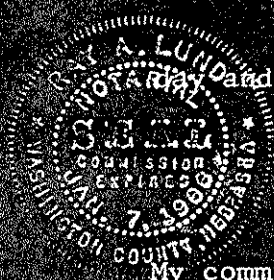
By *Philip Larsen*



STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 12 day of September, 1963, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came A. Philip Larsen, President of Larsen & Jipp Co., a corporation, to me known to be the President of said corporation and the identical person whose signature is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the 12 day of September 1963 and year last aforesaid.



Ray A. Lundberg
Notary Public.

My commission expires January 7, 1966.

State of Nebraska }
County of Washington } ss. 957
Entered in Numerical Index and filed for record this 25 day of September A. D. 1963 at 10:15 o'clock P M. and recorded in book 2 at page 422424
Lucille K. Poulson
County Clerk

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA

Recorded
General
Numerical
Photostat

Deputy

CONDEMNATION

OWNER: Larsen and Jipp Company

PROJECT F- 23(14) TRACT 44

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON, IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN LOTS 13 AND 15, LARSEN AND JIPP SECOND ADDITION, TO THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 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 MINUTES RIGHT, A DISTANCE OF 151.62 FEET TO A POINT ON THE WEST LINE OF SAID LOT 15; THENCE NORTHEASTERLY ON A 128.70 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 075 DEGREES, 17 MINUTES RIGHT, A DISTANCE OF 31.37 FEET, SUBTENDING A CENTRAL ANGLE OF 013 DEGREES, 58 MINUTES ALONG THE WEST LINE OF SAID LOT; THENCE NORTHEASTERLY DEFLECTING 000 DEGREES, 00 MINUTES A DISTANCE OF 11.28 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY HIGHWAY 73 RIGHT OF WAY LINE; THENCE SOUTHFASTERLY ON A 5095.51 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 088 DEGREES, 46 MINUTES RIGHT, A DISTANCE OF 109.25 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.

PROJECT F- 23(14) TRACT 44

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 PARTICULARLY 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 TO THE INITIAL TANGENT BEING 100 DEGREES, 33 MINUTES LEFT, A DISTANCE OF 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 WESTERLY HIGHWAY 73 RIGHT OF WAY LINE; THENCE NORTHWESTERLY ON A 5095.51 FOOT RADIUS 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 BE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM OR TO THE REMAINDER OF SAID LOT 17.

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