

371

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Numerical ✓  
Photostat ✓

State of Nebraska } SS 1232  
County of Washington }  
Entered in Numerical Index and filed for record  
this 23 day of December  
A. D., 1970 at 1:35 o'clock P. M.  
and recorded in book 77 at page 371-374  
*Quillan K. Bulson*  
County Clerk

RESTRICTIVE COVENANTS Deputy

The undersigned, Kelly P. Ryan and Georgia  
Mardelle Ryan, being the owners of "66" Heights Addition  
to the City of Blair, Washington County, Nebraska, which  
is the following described real estate, to-wit:

Lots One (1) through Seventy-nine (79) inclusive  
in "66" Heights 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 restric-  
tions of the City of Blair, Nebraska.

2. 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.

3. Until a driveway is constructed to any lot where a  
house is being built, the owner or builder shall be respon-  
sible 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 the (10) days of such occurrence by said owner or else the developer, upon written notice to the lot owner affected, may repair the damage and charge the lot owner for the cost of the repair.

4. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all front lot lines, and along public thoroughfare lines for installation and maintenance of electric, utility, telephone and gas lines.

5. For the purpose of rain water and surface water runoff, there are hereby easements five (5) foot wide strips adjacent to the rear lot lines of Lots One (1) through Eleven (11) inclusive, Thirteen (13) through Fifteen (15) inclusive, Eighteen (18) through Thirty-five (35) inclusive, Thirty-seven (37), Thirty-eight (38), Forty (40), Forty-two (42) through Fifty (50) inclusive, Fifty-four (54) through Sixty-three (63) inclusive, and Seventy-seven (77), and also five (5) foot wide strips adjacent to side lot lines of Lots Thirty-seven (37), Thirty-eight (38), Sixty-nine (69) and Seventy (70) where these lots have a common lot line, and Lots Seventy-six (76) and Seventy-nine (79) where said lots have a common lot line. These five (5) foot wide easements are solely for the purpose of rain water and surface water runoff from adjacent lots, and not from any streets, and each lot owner shall be responsible to maintain such drainage 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. The easement on Lot Thirty-eight (38) is described as follows: "Beginning on the northwest

corner of said Lot thence 111.45 feet East along the North lot line, thence Southwesterly to a point on the West lot line 47 feet South of the northwest corner, thence 47 feet North to the point of beginning."

6. For the purpose of rain water and surface water runoff from adjacent streets as well as adjacent lots, seven and one-half ( $7\frac{1}{2}$ ) foot wide strips are easements on either side of and adjacent to each side lot line of Lots Fifty (50) and Fifty-one (51) on the side where said lots have a common boundary, and a seven and one-half ( $7\frac{1}{2}$ ) foot wide strip on either side of and adjacent to the rear lot line of Lots Fifty-one (51), Fifty-two (52) and Fifty-three (53). Also the entire width of all out-lots shall be available for rain water and surface water runoff from adjacent streets and adjacent lots while such out-lots are unplatted lots, and a ten (10) foot wide strip on Lot Thirty-eight (38) described as follows:....."Beginning on the South lot line at a point 177 feet West of the southeast corner, thence Northeasterly on course 'A' to the northwesterly lot line at a point 127 feet Northwesterly from the southeast corner of said Lot 38, thence Northwesterly along the northeasterly lot line to a line which is located 10 feet westerly measured at right angles and is parallel to course 'A', thence Southwesterly to the South lot line at a distance 10 feet from and parallel to course 'A', thence East along the South lot line to the point of beginning." It shall be the obligation of the owners of the lots on which the above described rain water and surface water runoff easements are located to keep such easements unobstructed to permit unimpeded flow, and no change of elevations will be permitted on such easements which would entrap the water upstream.

7. These covenants, restrictions and conditions shall run with the land and continue until November 28, 1995, 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 part, except that the provisions of paragraph 6 hereof shall not be changed in any event.

8. 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.

9. 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 28th day of November, 1970.

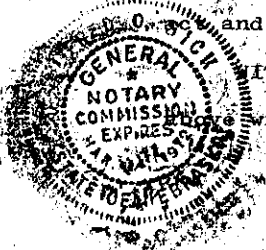
*Kelly P. Ryan*  
\_\_\_\_\_  
Kelly P. Ryan

*Georgia Mardelle Ryan*  
\_\_\_\_\_  
Georgia Mardelle Ryan

STATE OF NEBRASKA     )  
WASHINGTON COUNTY    ) :ss:

On this 28th day of November, 1970, 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 and deed.

WITNESS my hand and Notarial Seal the day and year last written.



*Alfred A. Sick*  
\_\_\_\_\_  
General Notary Public

My commission expires March 14, , 1972.