

BARONAGE VALLEY COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995: Baronage Valley Addition to the City of Blair, Formerly known as:

Tax Lot Twenty-two (22) and Tax Lot Twenty-three (23) both located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section One (1), Township Eighteen (18) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska, and Tax Lot Fifty-One (51), located in the Southeast Quarter (SE 1/4) of Section Two (2), Township Eighteen (18) North, Range Eleven (11), East of the 6th P.M., in Washington, Nebraska. WITNESSETH: W. L. PETERSEN, CLERK

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one single-family dwelling not to exceed two-and-one-half (2-1/2) stories or 35 feet in height with an attached private garage.

C. No residential structure shall be erected or placed on any building plot which has a area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than twenty-five feet (25') to the rear lot line nor nearer than thirty-five feet (35') to the front lot line. No building shall be located nearer than ten feet (10') to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one streetside yard shall comply with the above front yard requirements and the other streetside yard shall be not less than one-half of the applicable front yard requirement.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind, except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, except decorative fences. . . . no more than forty-two inches (42") in height, constructed of brick, stone or wood and being fifty percent (50%) open. Side and rear fences shall not exceed six feet (6') in height of the above mentioned specifications. All weeds and grass shall be cut down to a maximum height of eight inches (8") above ground level. All plots shall be kept free of all types of trash and debris.

E. There shall be no trailer, basement, shack, garage, barn or other out-building erected on said real estate without the prior written consent of the undersigned. No structure shall be

occupied as a residence until all exterior construction is fully completed according to approved plans.

F. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone veneer on exposed foundation fronting a street. All other portions of exposed foundation must be painted, if not brick or stone veneer. Any grade change exceeding twenty-four inches (24") must be approved by the undersigned. All driveways must be constructed of concrete.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes on the following lots:

(1) On Lots 8 thru 22: 1200sqft. finished living area for one-story and split-level dwellings and 1,350 square feet of finished living space for two-story dwellings.

(2) On Lots 1 through 7 and Lots 23 through 45: 1,400 square feet finished living area for one-story and split-level dwelling, 1,550 square feet finished living space for two-story dwellings. (All finished living space shall be on or above grade whereas grade shall be defined as the grade at the front yard and finished space shall not be defined as walk-out type basement space.)

H. For each single-family dwelling, there must also be erected, an attached private garage for not less than two (2) cars, nor more than three (3) cars (each car stall to be of a minimum size of ten feet (10') by twenty-one feet (21')).

I. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

J. If construction of the main residential structure on any lot is not commenced within one year from the date on the face of the original deed from the undersigned, or if such construction is not fully completed within one and one-half years from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice mailed to the owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Hunt Telephone Company, Blair Utilities Company, Baronage Development Company, and Cengas Company, their successors and assigns, to erect and operate, maintain, repair and renew underground and aboveground utilities, and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water and telephone under and upon a five foot (5') strip of land adjoining the front, rear and side boundary lines of each of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition.

L. At the time of initial occupancy of the main dwelling, the owner shall plant, and there shall be thereafter maintained in a growing state by the owners, at least two trees with a minimum trunk diameter of one inch (1"); said trees to be located in the front yard at least ten feet (10') from the front lot line.

In witness whereof, the undersigned, being the owner

of all said real estate, have caused these presents to be duly executed this 5th day of April, 1972.

BARONAGE DEVELOPMENT COMPANY

By Nile K. Johnson
President



Jon A. Sedlacek
Secretary

On this 5th day of April, 1972, before me the undersigned, a Notary Public in and for said County, personally came Nile K. Johnson and Jon A. Sedlacek, President and Secretary, respectfully, of the Baronage Development Company, a corporation to me personally known to be the President and Secretary, the identical Nebraska persons whose names are affixed to the above covenants and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said corporation.



Raymond C. Hansen
Notary Public

My commission expires the 1-8-73 day of May, 1973.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 784
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 20 DAY OF June A.D. 1972
AT 9:48 O'CLOCK A.M. AND RECORDED IN BOOK
71 AT PAGE 445-449
COUNTY CLERK Christine Peterson
DEPUTY _____