

RESTRICTIVE COVENANTS

Martin O. Kuhr,

also known

as Martin Kuhr, Sr., Esther Kuhr, Carl G. Sorensen and Rose C. Sorensen,

being the owners of Sunnyview Addition, which is an addition to the City of Blair, Nebraska, and is the following described real estate, to-wit:

Lots One to Twenty-one (1 to 21) inclusive, in Sunnyview 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 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 contain a minimum of 1200 square feet of floor area, exclusive of porches, patios and garages, and of this square foot area not less than 1200 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.

4. Minimum building setback lines shall be as follows:

Front yard setback	25 feet
Side yard setback	5 feet
Rear yard setback	25 feet

5. 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.

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BLAIR, NEBRASKA

6. No livestock or poultry, except household pets which are not kept for commercial purposes, shall be kept on the premises.

7. 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.

8. No signs, billboards or other advertising structures shall be kept or maintained on any premises.

9. No offensive trade or business activity shall be carried on upon any premises which shall be an annoyance or nuisance to the neighborhood.

10. No structure shall be moved into said addition for the purpose of remodeling into a dwelling or outbuilding.

11. These covenants, restrictions and conditions shall run with the land and continue until September 1, 1991, 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.

12. 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.

13. 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.

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

Signed this 19th day of August, 1966.

Carl G. Sorensen  
Carl G. Sorensen

Rose C. Sorensen  
Rose C. Sorensen

Martin Kuhr, Sr.  
Martin Kuhr, Sr.

Esther Kuhr  
Esther Kuhr

STATE OF NEBRASKA )  
WASHINGTON COUNTY ) :ss:

On this 19th day of August, 1966, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came Carl G. Sorensen and Rose C. Sorensen, husband and wife, and Martin Kuhr, Sr. and Esther Kuhr, husband and wife, to me known to be the identical persons whose signatures are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Maucha K. Dupp  
Notary Public.

State of Nebraska } as: 1027  
County of Washington }  
Entered in Numerical Index and filed for record  
this 1 day of September  
A. D., 1966 at 9:00 o'clock P. M.  
and recorded in Book 71 at page 99-101  
Jessie A. Coulson  
County Clerk  
Deputy

Recorded   
General   
Numerical   
Photostat