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**Lots 26 through 35 Weimers Addition Covenants
A replat of lots 11, 12 & 13**

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

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: Known as Lots 26 through 35, Weimers Addition, all in Washington County, Nebraska.

All lots contained in said addition except lot thirty four (34), which is specifically excluded from the structural requirements in item (B) below of these covenants, are and shall henceforth be owned, held, used, and conveyed, subject to the following conditions, restrictions, and covenants.

A. Said lots shall be used only for residential purposes as zoned.

B. No structures shall be erected, altered, placed or permitted to remain on any lot other than dwellings not to exceed two stories in height, with attached garage for not less than two cars, nor more than three cars. No dwelling shall be of flat roof design and the roof shall have a pitch of not less than three feet six inches and twelve (3'6"/12). All roofs shall have a minimum overhang of eighteen inches (18").

C. Prior to commencement of construction of any structures, the plans and specifications therefore (including elevations) must be submitted to and approved in writing by the undersigned. No residential structure shall be erected or placed on any lot which has an area less than 1400 square feet finished living area for one story and split-level dwellings and 1800 square feet of finished living area for one and one-half story dwellings and two story dwellings. "Finished living area" shall be defined as finished footage above-grade at the front yard and "finished living area" shall not be defined as walkout type basement area.

All front yard, side yard and rear yard set back requirements shall conform to the Zoning Ordinances of the City of Blair, Nebraska.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs) shall be erected on any building lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, except that dogs, cats, or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

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All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

E. No trailer, shack, barn, detached building, or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. 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, wrought iron, stone, or wood and being fifty percent (50%) open. Side yard fences shall not exceed six feet (6') in height and may be constructed of chain link, brick, stone, wrought iron, or wood.

G. All driveways must be constructed of concrete.

H. All alarm systems shall be monitored and if said system has an audible alarm, it shall be set so that the audible alarm sounds for no longer than five minutes.

I. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles or similar activities will be permitted outside of the garage on any lot at any time, unless an emergency. No clothes lines shall be permitted outside of any dwelling at any time, except one umbrella clothes line per lot. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from all other lots in the addition.

J. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar items shall be maintained or stored on any part of a lot (other than in an enclosed structure or on a concrete parking pad starting 4 feet behind the front right or left corner of the dwelling) or for more than forty eight (48) continuous hours or more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on the front of any lot, except motor vehicles driven on a regular basis by the occupants of the dwelling located on such lot.

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K. A perpetual easement is hereby reserved in favor of and granted to The BLAIR TELEPHONE COMPANY, CITY OF BLAIR, O.P.P.D., and to any company which has been granted a franchise under the authority of the City Council of Blair and to their successors and assigns, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV under and upon a five foot (5') strip of land abutting the front and side boundary lot lines; and eight (8) foot wide strip of land abutting the rear boundary line of all lots, said eight foot wide strip of land abutting the rear boundary line of all lots may also be used for the installation and maintenance of a sanitary sewer line if so deemed necessary by the city of Blair. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the above described easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes which do not then or later interfere with the aforesaid uses or rights herein granted.

L. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2022, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to amend, change, or terminate same in whole or in part.

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

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IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed
the date and year first aforesaid.

Norman E and Roxanne Royster, owners of Homeland Real Estate Development
by

Norman E Royster, President

by *Roxanne Royster, Secretary*


by

STATE OF NEBRASKA

WASHINGTON COUNTY

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) :ss:

On this 10 day of June, 2007, came Norman E. Royster and Roxanne Royster
having been first duly sworn, stated that they subscribed their signatures to the above, and that
their signatures are their voluntary act and deed

(seal) 

NOTARY PUBLIC

Carol Ann Hansen

20034447
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF June A.D. 2007
AT 11:54 O'CLOCK A.M AND RECORDED IN BOOK
405 AT PAGE 261-264
COUNTY CLERK *(Signature)*

Recorded
General
Numerical
Photostat