

RESTRICTIVE COVENANTS

RE: Lots 1, 2, 4, 5, 6, 7, 8, 9, Block 16; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 17, Oak Park Third Addition to the City of Blair, Washington County, Nebraska

The undersigned, being all the owners of the referenced real estate, hereby adopt the following restrictive covenants and declare that such real estate shall be owned, 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 restrictions of the City of Blair, and of Washington County, Nebraska, and no single family dwelling shall have an enclosed floor area measured on the outside of exterior walls of less than 1440 square feet, exclusive of an open porch or breezeway, and not including a detached garage or any other accessory building.
2. The lots in said addition will be used only for residential purposes. No lot shall be built upon if the front lot line is less than 110 feet in width or if the equivalent width at the building line is less than 110 feet on cul-de-sac lots or irregular lots where the front lot line width cannot be complied with. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or ten (10) feet from any side lot line or twenty-five feet (25) from the rear lot line.
3. No offensive activity shall be carried upon any premises which shall be in violation of the Blair zoning ordinance or which shall be an annoyance or nuisance to the neighborhood.
4. 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 as to reasonable architectural design.
5. No livestock or poultry, except household pets which are not kept for commercial purposes, shall be kept on the premises.
6. An easement of ten (10) feet is hereby reserved on a strip of land adjacent to the rear lot lines of all tracts, which strip shall be used for trails for horseback riding.
7. An easement of five (5) feet is hereby reserved on, over and under a strip of land adjacent to all side and rear lot lines for installation and maintenance of electric, utility and telephone lines. Any such installation shall be completed within a reasonable time and all landscaped areas, drives, walks shall be restored within one week of completion of installation of electric, utility or telephone lines to pre-existing conditions, unless a delay is required by the season of the year. Where trees of value existed at the time of recording these covenants, an additional five foot easement may be used for a total of ten (10) feet for electric, utility or telephone lines installations and maintenance in order to minimize damage to such trees. No permanent buildings or new trees shall be placed in or on said easements or any other easements in force in said Addition, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved.

COUNTY OF WASHINGTON } SS 1476
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 27 DAY OF August A.D. 1980
 AT 3:12 O'CLOCK P.M. AND RECORDED BY
 COUNTY CLERK
 DEPT. *Shirley Warren*

Recorded _____
 General _____
 Numerical _____
 Photostat _____

J. L. PETERSEN
 COUNTY CLERK
 BLAIR, NEBRASKA

FILED
 AUG 27 PM 3:12

The restrictions against building upon such utilities easement where an owner owns more than one lot, or one lot and a portion or all of another contiguous lot shall not be effective as to the original interior lot line within such building plot if such easement was not given use prior to the conveyance of the contiguous lot.

8. No structure of a temporary character, trailer, basement, tent, shack, or other outbuildings shall be used on any lot at any time, either temporary or permanent, except for one detached building (maximum size being 400 square feet).

9. All owners of tracts in said Addition shall cooperate in securing a county road designation to the main 66 feet wide right-of-way roads after plat is filed. The developer covenants he will file promptly an easement for 66 feet wide road right-of-way to serve tracts sold and he will grade adequately, and place promptly 4 inches deep, 20 feet wide, crushed rock surfacing on such road easement, as well as he will install necessary culverts for drainage runoff to comply with Washington County design standards for rural roads for local traffic.

10. These covenants, restrictions and conditions shall run with the land and continue until _____, 2000, after which time they shall be automatically extended for two successive periods of ten years, unless an instrument signed by all 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, except that the provisions in paragraph 7 hereof shall not be changed in any event.

11. 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.

12. 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.

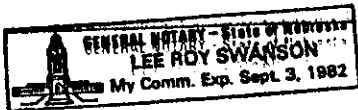
Signed this 27 day of August, 1980.

Kelly P. Ryan
Kelly P. Ryan
Georgia Mardelle Ryan
Georgia Mardelle Ryan

STATE OF NEBRASKA)
WASHINGTON COUNTY) ss.

On this 27 day of August, 1980, before the undersigned, a Notary Public, duly commissioned and qualified for, in said County, personally came Kelly P. Ryan, ~~husband and wife~~, to me known to be the identical persons whose names ~~are~~ are affixed to the foregoing instrument and acknowledged the execution thereof to be ~~sole~~ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Lee Roy Swanson
Notary Public

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DOUGLAS L. DAVIDSON and MARGARET A. DAVIDSON, and KENT E. BURKHOLDER and DEBRA L. BURKHOLDER, hereinafter referred to as "Declarants":

FILED
02 JAN 29 PM 2:01
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

WITNESSETH:

WHEREAS, Declarants are the owners of the following described real estate, to-wit:

<u>Name</u>	<u>Description</u>
Douglas L. Davidson and Margaret A. Davidson	Lot 1, Block 17 of the Replat of Lot 1, Block 17 and Lot 9, Block 16, and the cul-de-sac of Oak Park Third Addition, Washington County, Nebraska, ("Lot 1").
Kent E. Burkholder and Debra L. Burkholder	Lot 9, Block 16 of the Replat of Lot 1, Block 17 and Lot 9, Block 16, and the cul-de-sac of Oak Park Third Addition, Washington County, Nebraska, ("Lot 9").

WHEREAS, the Declarants desire to create on the above-described parcels of real estate, certain protective Covenants, Conditions and Restrictions in regard to the prohibition of vehicular traffic or access of ingress and egress to any real estate located outside the boundaries of Oak Park Third Addition as surveyed and platted as of January 1, 2001.

NOW, THEREFORE, Declarants hereby declare that Lot 1, Block 17 and Lot 9, Block 16 of the Replat of Lot 1, Block 17 and Lot 9, Block 16, and the cul-de-sac of Oak Park Third Addition, Washington County, Nebraska ("Subject Real Estate"), shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Subdivision known as Oak Park Third Addition, to-wit:

1. Prohibition of Motor Vehicle Traffic: No right-of-way, easement or other access of ingress and egress shall be allowed or granted over and across any portion of the Subject Real Estate to or from any real estate located outside of the boundaries of Oak Park Third Addition, Washington County, Nebraska, as surveyed and platted as of January 1, 2001. It is the intent of the Declarants to prevent the use of the Subject Real Estate for purposes of gaining access to and

Recorded ✓
 General ✓
 Numerical ✓
 Photostat _____
 Proofer _____

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20020722
 STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 29th DAY OF January, A.D. 2002
 AT 2:01 O'CLOCK P.M AND RECORDED IN BOOK
356 AT PAGE 659-1663
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Karen Madsen

from Oak Valley Road for any real estate located outside the existing boundary of Oak Park Third Addition.

2. Benefit: This Declaration shall be for the benefit of and may be enforced by the Board of Trustees of SID No. 4 of Washington County, Nebraska and the owners of Lots 1 through 9, Block 16, Oak Park Third Addition and the owners of Lots 1 through 9, Block 17, Oak Park Third Addition, Washington County, Nebraska.

3. Enforcement: Enforcement of this Declaration and the covenants, conditions and restrictions contained herein, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, Condition or Restriction contained herein, either to restrain violation or to recover damages. For purposes of this Declaration, any entity or person to whom this Declaration is deemed to benefit, shall be entitled to bring such proceeding at law or in equity to enforce any Covenant, Condition or Restriction set forth hereinabove. It is the specific intent of the Declarants that the parties designated in Paragraph 2 hereinabove, shall be deemed to be beneficiaries to whom the benefits of this Declaration shall inure. The Covenants, Conditions and Restrictions of this Declaration shall be binding upon the owners of Lot 1, Block 17 and Lot 9, Block 16 of the Replat of Lot 1, Block 17 and Lot 9, Block 16, and the cul-de-sac of Oak Park Third Addition, Washington County, Nebraska.


4. Revocation of Declaration/Right of First Refusal: In the event that the Lot owner(s) of Lot 1 and/or Lot 9 receive a bona fide offer to purchase an easement or other authority for ingress and egress over and across either said Lot 1 or Lot 9, or both, to any real estate located outside the boundaries of Oak Park Third Addition, as surveyed and platted as of January 1, 2001, and desire to accept the offer, then and in that event, the Lot owner(s) receiving such bona fide offer shall notify, in writing, all owners of the remaining property contained in Oak Park Third Addition, Washington County, Nebraska, that they shall have a right of first refusal to match such bona fide offer and pay the compensation set forth therein, within thirty (30) days of the date of written notification of such bona fide offer. In the event any combination of the owners of the remaining property contained in Oak Park Third Addition, Washington County, Nebraska, do not timely exercise their right of first refusal, then such right of first refusal shall terminate and the owner(s) of the Lot(s) shall be entitled to sell such easement or other authority for ingress and egress pursuant to the terms of the bona fide offer, and the purchaser thereof shall be entitled to revoke, amend or modify the Covenants, Conditions and Restrictions of this Declaration either in part or in its entirety. In the event the right of first refusal is exercised within such thirty (30) day period, then the full compensation shall be paid within thirty (30) days after date of execution of such right of first refusal. To exercise the right of first refusal, written notice of such exercise shall be delivered to the owner(s) of the Lot(s) subject to the right of first refusal, either by certified mail, return receipt requested, or by personally delivering such written exercise to the respective owner(s).

In the event that the bona fide offer received by the owner(s) of the Lot(s) consists of an offer to purchase not only the easement or other authority for ingress and egress but also for the

purchase of the fee simple title to such Lot(s), then the dollar amount allocated to the right of first refusal shall be the difference between the total purchase price set forth in the bona fide offer, less the fair market value of the Lot(s) and any improvements thereon (excluding any value attributed to the easement). The difference of the two shall be deemed to be the right of first refusal price to be paid by any combination of the owners of the remaining property contained in Oak Park Third Addition, Washington County, Nebraska. For purposes of determining the "fair market value" of the Lot(s), the combination of owners of the remaining property shall appoint a licensed real estate appraiser, the owner(s) of the Lot(s) desiring to sell such Lot(s) shall appoint a licensed real estate appraiser and those two appraisers shall appoint a third licensed real estate appraiser. The average of the three appraisals shall be deemed to be the fair market value of the Lot(s). The cost of all appraisals shall be done at the expense of the parties desiring to exercise the right of first refusal.

5. Severability: Invalidation of any of these Covenants, Conditions and Restrictions by judgment or court shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 25 day of January, 2002


DOUGLAS L. DAVIDSON,
Declarant


MARGARET A. DAVIDSON,
Declarant


KENT E. BURKHOLDER,
Declarant


DEBRA L. BURKHOLDER,
Declarant

STATE OF NEBRASKA)
):ss:
COUNTY OF WASHINGTON)

On this 25th day of January, 2002, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Douglas L. Davidson and Margaret A. Davidson, 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 act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Rita R. Wilkins
Notary Public

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

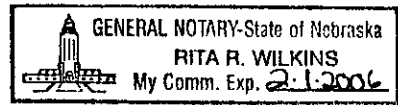


On this 25 day of January, 2002, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Kent E. Burkholder and Debra L. Burkholder, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Rita R. Wilkins
Notary Public

CONSENT



SID No. 4 of Washington County, Nebraska, does hereby consent to and agree with the terms and provisions of the Declaration.

Date: January 25, 2002

SID NO. 4 OF WASHINGTON
COUNTY, NEBRASKA

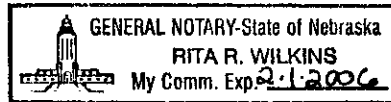
By Kent E. Burkholder
Chairman

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STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by Kent E. Burkholder, President of SID No. 4 of Washington County, Nebraska, on behalf of the SID.

Rita R. Wilkins
Notary Public



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