

83-137 ETC.

BOOK 555 PAGE 727

PROTECTIVE COVENANTS

The Omaha National Bank, Trustee, owner of all of the real estate contained in Fair Meadows, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, do hereby state, publish and declare that the real estate contained in the Elkhorn portion of Phase I of Fair Meadows subdivision, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference, be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions and easements;

1. No lot shall be used except for residential purposes, except such lots, or portions thereof as may hereinafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one detached single-family dwelling not to exceed two stories in height, but walkout basements shall not be included as a story in determining whether the two stories limitation has been violated, and (b) a private garage for not more than three cars.

2. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1,200 square feet in the case of a one-story structure, nor ground floor square foot area of less than 1,100 square feet in the case of a one and one-half story structure or a two-story structure, exclusive of porches, garages, breezeway, or finished basement.

3. No building shall be erected on any building lot nearer than 30 feet to the front lot line nor nearer than 8 feet to any side lot line, except that on corner lots no building shall be erected nearer than 15 feet to the side street line.

4. No residential lot shall be re-subdivided into a building plot of less than 6,000 square feet of area or a width of less than 60 feet at the building line and any re-subdivided lot shall be limited to a one-family dwelling. However, no subdividing of any lot shall be permitted without the approval

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of the Elkhorn Planning Board and the City Council of Elkhorn.

5. All lots shall have a sidewalk with a minimum width of four feet constructed immediately adjacent to the front lot line of Portland cement or other approval materials, and said walk shall be installed at the same time the dwelling is constructed.

6. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No permanent building or tree shall be placed in said easements or any existing easement on said subdivision, but 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. The restriction against building upon utility easements within five feet of side lot line shall apply only to the outside lot lines where an owner owns two or more contiguous lots and uses an area greater than one lot for a single building site.

7. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the owner, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds, and undergrowth.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be built or used as a residence.

9. Any dwelling shall be completed on the exterior at least within six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

10. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

11. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for any commercial purpose.

12. No purchaser, owner, or occupant of any of the said lots in this subdivision shall make or authorize to be made any cuts in the streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the sanitary and improvement district which is developing the Fair Meadows subdivision.

13. No structure may be erected unless provision is made for a minimum of one off-street parking space for each dwelling and one attached garage or basement garage unit for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than ten feet in width.

14. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles.

15. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

16. These covenants shall run with the land and be binding upon all persons for a period of thirty-five (35) years from the date hereof.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover

damages. The right to enforce these covenants is hereby specifically given to any owner of a lot within The Fair Meadows subdivision, or any resident or property owner located within the official city limits of the City of Elkhorn.

17. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

18. The provisions hereof shall bind and inure to the benefit of the undersigned, its heirs, successors and assigns, and to its grantees, both immediate and remote and its heirs, devisees, personal representatives, successors, assigns and grantees. These covenants shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Fair Meadows.

19. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Fair Meadows any liability, obligation or requirement to enforce these covenants.

20. The right to amend, modify, change or rescind any or all of these covenants is hereby expressly given to the City Council, as the same from time to time shall be constituted, of Elkhorn, Nebraska.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of October, 1975.

OMAHA NATIONAL BANK, Trustee

By Jaym

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of October, 1975, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Jack B. Wheeler, Vice President of Omaha National Bank, Trustee, to me personally known to be the same and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

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

Frances J. Bedell
Notary Public

