

PROTECTIVE COVENANTS

FAIRVIEW HEIGHTS, INC., a Nebraska corporation, the owner of Lots One (1) to One Hundred Thirteen (113), inclusive, in Fairview Heights Replat, an Addition to the City of Elston, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby promulgate and publish the following restrictive covenants for the purpose of governing the use and occupancy of all of said lots, to-wit:

1. No building structure of any kind whatsoever other than a residential structure shall be erected thereon. Each dwelling shall front upon a street upon which such lot abuts, and shall be constructed of solid, substantial and permanent construction of such form, design and materials as will be in harmony with the neighborhood and will not detract from the value or usefulness of any other property in the neighborhood, and shall in any event conform to the following minimum requirements, to-wit:

a. The minimum area of any lot or tract upon which any dwelling shall be placed shall be 7,200 square feet, and such lot or tract shall have a width of at least fifty feet at the front building set-back line hereinafter provided for.

b. All dwellings constructed hereon must contain an attached or built-in garage for a minimum capacity of one car. No carports may be constructed on any of said lots.

2. Every building constructed on these premises must be completed on the exterior within nine (9) months from the date of commencement of excavation of the basement, or in the event that there is no basement, within nine (9) months from commencement of construction of the structure.

3. 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.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that during the nine months period of construction, the basement may be occupied as a residence, notwithstanding the provisions of this paragraph.

5. In respect to Lots 1 to 15, inclusive, 57 to 59, inclusive, 60 to 62, inclusive, 77 to 81, inclusive, 94 to 99, inclusive, and 108 to 113, inclusive, the ground floor area of the structure, exclusive of one-story porches and garages, shall be not less than 850 square feet. In all other lots in said addition, the ground floor area of the structure, exclusive of one-story porches and garages, shall be not less than 1000 square feet. Any garage erected in connection with any dwelling house located on any of said lots shall be attached to the dwelling house and shall be considered to be a part of the dwelling house for the purpose of determining the necessary depth or width of the front yard, the rear yard or the side yard.

6. In all of the lots in this addition, there shall be a front yard having a depth of not less than 35 feet, a side yard of not less than six feet in width on each side of interior lots, and a rear yard of not less than 25 feet. When corner lots are used for residential purposes irrespective of which way the dwelling faces, one street-side yard shall comply with the front-yard setback requirements provided for herein; and the other street-side yard shall be not less than one-half of the front yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply.

7. The plot plan showing the contemplated location of any building to be placed upon any lot or tract hereinbefore described, and also the building plans themselves, shall be presented for inspection by said corporation, or its successors or assigns, or duly authorized representatives thereof, and no such building shall be thus placed thereon unless and until written approval of such plot plan and building plans is procured.

8. Before any dwelling or other building upon any lot or tract may be occupied or used, a public sidewalk, at least 4 feet wide and 4 inches thick, shall be constructed of concrete for the full width of such lot or tract at its front street line, and also for the full length of such lot or tract at its side street if same is abutting more than one street, such sidewalk to be located not nearer than 5 feet to the abutting nearest street curb.

9. Each dwelling shall have mechanical equipment adequate for the complete disposal of the garbage produced therein.

10. No change in the now existing surface grade of any lot shall be made nor shall any dwelling constructed outside of said addition of Fairview Heights be placed upon any lot herein described.

11. No garden or field crop ever shall be grown in any portion of a lot lying between a street line and the wall of any dwelling, or building used for religious or educational purposes, facing such street line, other than flowers, trees, shrubs, hedges, or other ornamental plants or vegetation which in no event shall be permitted to grow in such manner as to obstruct the view at any street corner, or so as to constitute a hazard to traffic, either vehicular or pedestrian. No animals, livestock or poultry of any kind ever shall be bred, raised or kept upon any lot herein described, other than dogs, cats or other household pets in reasonable numbers not kept for breeding or commercial purposes and so kept as not to be or become a nuisance, annoyance or detriment to the neighborhood. Each lot, together with all the improvements thereon, shall at all times be kept and maintained in a neat and good condition and state of repair.

12. In all multiple family dwellings erected on any of said lots, adequate provision shall be made for off-street parking with a minimum of at least two parking spaces for each dwelling unit. In all lots used for single family dwellings, provision shall be made for off-street parking for at least two vehicles.

13. An easement is reserved over the rear five feet of each lot for the installation and maintenance of all utilities, whether above ground or under ground.

14. Each covenant herein contained is, and always shall be considered to be wholly independent and severable from each other covenant herein; and the invalidation, rescission, change, modification, amplification or termination of any one or more covenants, whether effected through voluntary action of the owners of a majority of the lots herein described, or through decree, judgment or order of a court of competent jurisdiction, in no event shall affect the validity, force or effect of any of the remaining covenants, or any part or parts thereof, all of which shall nevertheless remain and be in full force and effect.

15. Wherever the written approval of this corporation, or its successors or assigns, or duly authorized representatives thereof, hereinbefore is required, either express approval or disapproval of the proposed action for which such approval is requested shall be given in writing within 30 days after such request is received by a person authorized to give such approval, otherwise such proposed action shall be deemed to have been approved in compliance with this instrument.

16. These covenants shall run with the land and be binding upon and inure to the benefit of not only this corporation, but also its successors and assigns, including every person who hereafter acquired any right, title, lien, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, which hereafter becomes subjected to similar covenants. Any person for whose benefit these covenants thus exist shall have full right, in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants or for collection of the damages resulting from the breach thereof; but such action always shall be wholly optional to such person, and in no event shall be deemed obligatory upon this corporation, its successors or assigns, or other person. These

