

46-164

FAIRVIEW HEIGHTS SUBDIVISION

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any of the following described real estate until January 1, 2000:

Lots 1 through 71, inclusive, Fairview Heights, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In validation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Lots 1 through 71 shall be used for only single-family purposes and for accessory structures incidental to residential use, for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

D. Recreation type vehicles; trailers, campers, mobile homes and boats shall be stored to the rear of the lot and behind the residence.

E. The owner of each lot shall be responsible for the upkeep and maintenance of said lot prior to and after building completion. Should the owner of the lot not keep the area clear of debris and mowed prior to building completion the original owners (Jess and Mary Ann Moore) shall mow and maintain the lot at the rate of \$20.00 per hour. The total charge not to exceed \$150.00 per year.

F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace, and renew buried or under ground cables or conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other electric and telephone utility facilities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph message service over, under, through and upon a Five (5') foot wide strip of land adjoining all side boundary lot lines; an Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot Easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot Easements within Sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement

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within Sixty (60) days after their removal, then this side lot Easement shall automatically terminate and become void as to such unused or abandoned Easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said Sixteen (16') foot wide Easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

G. The following building restrictions shall apply to the following lots:

1. Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1100 square feet on the ground floor for a one-story house; 1300 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation wall must enclose an inside ground area of not less than 900 square feet. The average grade elevation at exterior walls shall not be more than 48" above the finish floor of a habitable room.

2. No lot or land areas purchased shall be subdivided by the purchaser for a period of 15 years from the date of purchase.

H. Lot owners may keep or stable, on site; 1 horse for each 2 acres of land owned.

I. Lot owners may own and keep on the premises 1 dog or cat for each full lot purchased. In no case shall the lot be less than 1.5 acres.

J. Notwithstanding the provisions of Paragraphs No. A and No. G, the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended as to any lot for which the proper administrative or governing body of the City of Springfield shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

K. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given their written approval therefor. The restrictions of this paragraph shall terminate January 1, 1975.

L. The front building line of each residence constructed shall be a minimum of 70 ft. from the front lot line.

M. No fence of any type shall be constructed between the front house line and the front property line or along the front property line.

N. No residence shall exceed 2½ stories nor 35 feet in height and no permitted structure shall exceed 65 feet in height.

O. No building may be erected closer than 50 feet to its rear lot line. No structure may be erected closer than 30 feet to its side lot line.

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IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, has executed these Covenants, this 10th day of March, 1973.

Richard M. Moore  
ATTEST

Jess J. Moore, Jr.  
Jess J. Moore, Jr.

Mary Ann Moore  
Mary Ann Moore

STATE OF NEBRASKA )  
                                  ) s.s.  
COUNTY OF SARPY )

On the day and year last-above written before me, the undersigned, a Notary Public in and for said County, personally came Jess J. Moore, Jr. and Mary Ann Moore to me personally known to be the owners and the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be this voluntary act and deed as such owners and was thereto affixed by their authority.

WITNESS my hand and Notarial Seal at Springfield in said County the day and year last-above written.

James J. [Signature]  
Notary Seal: J. GERRARD, Notary Public, State of Nebraska, Commission Expires 1976