

PROTECTIVE COVENANTS

The undersigned, SWANCO LAND COMPANY (formerly WEST FAIRACRES COMPANY, INC.), a Nebraska corporation, JAMES JENSEN and JOAN JENSEN, Husband and Wife; LILLARD JENSEN and MYRTLE JENSEN, Husband and Wife; CHARLES HIDDLESTON and JOYCE HIDDLESTON, Husband and Wife; GARY BAUGHMAN and JEAN BAUGHMAN, Husband and Wife, being the owners of West Fairacres, a subdivision in Douglas County, Nebraska, located in the Northeast 1/4 of Section 19, Township 15 North, Range 12 East of the 6th Principal Meridian in Douglas County, Nebraska, hereby state, declare and publish that all of the lots in West Fairacres, except Lot 12 of Block 8 (the unplatted area) are and shall be owned, used and conveyed under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. All lots in West Fairacres shall be known, described and used as single family resident lots. Not more than one house shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. The undersigned are not providing for setback requirements for structures in these covenants. It is the intent of the undersigned that the minimum setbacks as provided in the zoning laws of the City of Omaha shall be applicable, including the procedure of modifying said setbacks by the Board of Appeals of the City of Omaha.

3. Each house in West Fairacres shall comply with the following restrictions:

a. If the garage is attached to the house, said house shall have a ground floor area of not less than 1,600 square feet.

b. If the garage is built under the house, said house shall have ground floor area of not less than 2,000 square feet.

c. If the house is a split-level type of house with a garage attached, said house shall have combined ground floor area on each of the two levels of not less than 1,600 square feet.

d. If the house is a split-level type of house with a garage built under the house, said house shall have combined ground floor area on each of the two levels of not less than 2,000 square feet.

e. If the house is a one and one-half or two story house with attached garage, the first floor shall contain not less than 1,200 square feet of ground floor area and the first floor and second floor combined shall contain not less than 2,200 square feet of floor area.

f. No one and one-half nor two story house shall have a garage built under the house.

g. The above areas shall be exclusive of porches and garages. No house shall be more than two stories in height.

4. All houses must have at least two car garages and all car-ports are forbidden.

5. All houses and garages shall have either a wood shingle roof or a wood shake roof.

6. No incinerator or trash burner shall be permitted on any lot unless built into or incorporated into the house and garage.

7. No fence shall be built in the front yard beyond the front line of the house and garage.

8. All exposed portions of the foundation and chimney shall be faced with either brick or stone.

9. There is reserved and granted a perpetual license and easement in favor of Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and underground conduit, cables and service wires, to the extent required for carrying and transmitting of electric current for light, heat, power, and

for all telephone, telegraph and message service over, upon or under a five (5) foot strip adjoining the rear and side boundary lines of each lot. No permanent buildings, structures, trees or rock walls shall be constructed or maintained within the above easement area, but said area may be used for shrubs, flower gardens, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. Said easement and license is granted for the benefit and use of all future owners of the lots in this subdivision, provided, that if the pole lines or the underground conduit, cables or service wires are not constructed within thirty-six (36) months from date hereof or if the pole lines or the underground conduit, cables or service wires are removed and not replaced within sixty (60) days after removal, this license and easement shall terminate.

10. No basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall be used as a residence temporarily or permanently nor shall any structure of a temporary nature be used as a residence.

11. No trailer house, camping trailer, travel trailer, boat trailer, or any type of trailer, or boat will be permitted to remain in public view in any yard of any dwelling for any longer than thirty (30) days in any year.

12. Without the consent of West Fairacres Company, a Nebraska corporation, its successors and assigns (hereinafter referred to as the developer), as outlined in Paragraph 19 of these covenants, no house and/or garage shall be moved to any lot in this subdivision.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in this subdivision, except dogs and cats, and other household pets which may be kept solely as pets for the occupants and not bred or maintained for commercial purposes. See paragraph 19 regarding dog-runs and kennels.

14. No trees, shrubs, hedges or flowers shall be planted or maintained in such proximity of streets or sidewalks as will interfere with the proper use and maintenance thereof or will obstruct the view of the side streets from traffic approaching the intersection.

15. No signs, except conventional, temporary "For Sale" and similar temporary real estate signs and conventional, temporary political posters shall be erected or placed on any structure or on any lot.

16. No outside radio, television, ham broadcasting, or any other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house or in any other place in the house where it will be concealed from public view from any side of the house.

17. No noxious nor offensive 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 other owners or occupants of lots.

18. All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of the developer, a lot, whether developed or undeveloped, needs mowing, said developer, at its option, may mow said lot or have said lot mowed. In such event the developer, at its option, may send a bill for mowing or a bill for reimbursement, whichever the case shall be, to the record title holder of said lot. If said bill is not paid within thirty (30) calendar days after the date said bill was mailed to the record title holder, the developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of six percent (6%) per annum from the date of recording until paid. The developer shall have the power to release any such lien or to release in part or whole the provisions of this paragraph 18 by recording an appropriate instrument. The remedy as outlined herein shall be in addition to any other remedies available by law to the developer.

19. No structure of any kind, including fences, dog-run and kennels, shall be erected, allowed or placed on any lot in this subdivision until written approval thereof has been obtained from the developer and all structures shall be designed and used in conformity with existing structures, topography and lot grades and in harmony with said existing structures. Further, all retaining walls, including location, type of wall, height, and materials, shall not be constructed on any lot in this subdivision until written approval thereof has been obtained from the developer.

20. No fill dirt may be removed from the subdivision without the written approval of the developer.

21. The covenants and restrictions herein contained shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years from date hereof. Each of the covenants herein contained is several and separate from the other covenants and the invalidity of any covenant shall not affect the validity of any other provision of this instrument.

22. The provisions hereof shall bind and inure to the benefit of the undersigned, its successors, their heirs and assigns, and to their grantees, both immediate and remote, and their heirs, devisees and personal representatives. The enforcement hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of said covenants, to restrain said violation or recover damages.

23. Nothing herein contained shall in any way be construed as imposing upon the undersigned or the West Fairacres Company any liability, obligation, or requirement to enforce this instrument or any of its provisions.

24. The rights, powers and responsibilities of West Fairacres Company as outlined in Paragraphs 12, 18, 19, 20, and 22, above, may be assigned and delegated by West Fairacres Company.

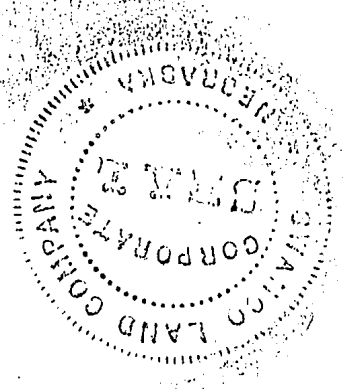
Dated this 3rd day of August, 1966.

SWANCO LAND COMPANY
(Formerly WEST FAIRACRES
COMPANY, INC.)

By H. Sawala
President

ATTEST:

Ray Luson
Secretary



James R. Jensen
James Jensen, Husband of
Joan Jensen

Joan Jensen
Joan Jensen, Wife of James Jensen

Lillard Jensen
Lillard Jensen, Husband of
Myrtle Jensen

Myrtle Jensen
Myrtle Jensen, Wife of
Lillard Jensen

Charles H. Hiddleston
Charles Hiddleston, Husband of
Joyce Hiddleston

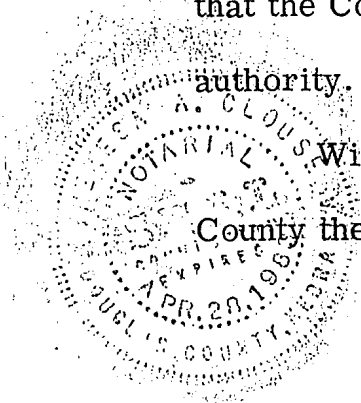
Joyce Hiddleston
Joyce Hiddleston, Wife of
Charles Hiddleston

Gary Baughman
Gary Baughman, Husband of
Jean Baughman

Jean Baughman
Jean Baughman, Wife of
Gary Baughman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 1966, before me,
the undersigned, a Notary Public in and for said County, personally came
G. E. Sawall, President, and Cecil A. Johnson, Secretary, of Swanco
Land Company, to me personally known to be the President and Secretary
and the identical persons whose names are affixed to the above Protective
Covenants, and acknowledged that the execution thereof to be their volun-
tary act and deed and the voluntary act and deed of said corporation and
that the Corporate seal of said corporation was thereto affixed by its
authority.

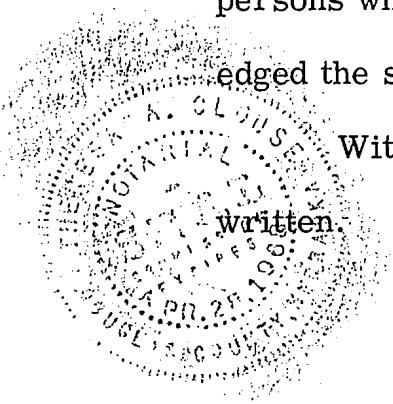


Witness my hand and notarial seal at Omaha, Nebr. in said
County the day and year last above written.

Theresa A. Oluse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 1966, before me,
the undersigned, a Notary Public, duly commissioned, qualified for and
residing in said County, personally came James Jensen, Joan Jensen,
Lillard Jensen, Myrtle Jensen, Charles Hiddleston, Joyce Hiddleston,
Gary Baughman, and Jean Baughman, to me known to be the identical
persons whose names are affixed to the foregoing instrument and acknowl-
edged the same to be their voluntary act and deed.



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

Theresa A. Oluse
Notary Public

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Mae

RECEIVED
1966 AUG 4 PM 4 04
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THIS IS TO BE RETURNED TO THE
COUNTY CLERK
for Filing in the
Records of said County
Book 440
Page 219
Mae

Charles J. [Signature]

MAILED
Donald W. Hunter
819 Summit Plaza
N
77-4750-4650
ETC