

HILLIS FAIRWAYS ADDITION

ARTICLES, COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

October 1, 1931

This instrument, signed, HILLIS FAIRWAYS CO., a Nebraska corporation, being the owner of Lots 1 to 9 inclusive, Block 10, and Lots 1 to 8 inclusive, Block 11, Hillis Fairways Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, conditions, restrictions and easements, to-wit:

I.
All lots shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a building site.

II.
No building shall be erected on said premises within 40 feet of the street line bounding said premises, nor within 10 feet of the side lot lines.

III.
The main floor of all single story and one-half dwellings shall cover a ground area of not less than 1350 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 950 square feet, exclusive of garages and porches.

IV.
All dwellings shall have an attached garage large enough to house two cars of standard size and of the same material and shall correspond in architecture with the dwelling. Said attached garage shall not be basement, but shall be on ground surface level.

V.
A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water electric, and telephone lines.

VI.

No fence shall be built in the front yard beyond the front line of any dwelling.

VII.

For the purpose of constraining and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of a subdivided lot, the total width of which at the front lot line shall be not less than the least width at the lot line of either of the original lots comprising a part of said ownership, or all of one lot and part or parts of one or more adjoining lots.

VIII.

The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by law, except that the initial period of 25 years plus all extensions shall not exceed 99 years.

IX.

The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not affect any other provision.

X.

The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner may enforce them against any other owners or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.

XI.

Nothing contained in the instrument shall in any wise be construed as

imposing upon the undersigned any liability, obligation, or requirement for its enforcement.



DILLON DEVELOPMENT COMPANY

Robert W. Dillon
President

Clifford L. Jensen
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 12th day of October, 1951, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT W. DILLON, President of DILLON DEVELOPMENT COMPANY, to be personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of DILLON DEVELOPMENT COMPANY, and that the corporate seal of DILLON DEVELOPMENT COMPANY was thereto affixed by its authority.

Witness by hand and Notarial Seal at Omaha in said County the day and

written.



Ruth A. Elliott
Notary Public

My commission expires: March 22 1957.

13. 12 Oct 1951 RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. INDEXED & CLASSIFIED. 6.35