

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FAIR MEADOWS PHASE II,  
LOTS 1 THROUGH 183, INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by The Omaha National Bank, Trustee, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 183, inclusive, in Fair Meadows, Phase II, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

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, education 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 750 square feet in the case of a one-story structure, nor ground floor square foot area of less than 750 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 35 feet to the front lot line nor nearer than seven (7) 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 7,500 square feet of area or a width of less than 65 feet at the building line and any re-subdivided lot shall be limited to a one-family dwelling.

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 approved materials, and said walk shall be installed at the same time the dwelling is constructed.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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, Phase II, subdivision.

12. 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.

13. 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.

14. 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, and no repair of automobiles will be permitted outside of garages or on any lot at any time.

15. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real

estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

**PART B. EASEMENTS AND LICENSES**

1. A perpetual license and easement is hereby reserved to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a five foot strip of land adjoining the rear and side boundary lines of said lots, and license being granted for the use and benefit of all present and future owners of said lots. No permanent buildings or trees shall be placed in perpetual easementways, 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.

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.

**PART C. GENERAL PROVISIONS**

1. The Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

3. Invalidation of any one 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.

4. The provisions hereof shall bind and inure to the benefit of the Declarant, 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, Phase II.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 9 day of June, 1977.

OMAHA NATIONAL BANK, Trustee

By [Signature]

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 9th day of June, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Jack B. Wheeler, Vice President of The 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.

[Signature]  
Notary Public

GENERAL NOTARY - State of Nebraska  
BARBARA A. LUNDHOLM  
My Comm. Exp. June 12, 1980

Book 586  
Page 478  
of 478

Fee 60.00  
Index 17  
Comped 17

85-37  
85-37  
85-37

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SEP 14 AM 10:02  
DOUGLAS COUNTY, NEBR.  
REGISTERED DEEDS

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