

Fairlane 2nd
Pott Co

1224-315
12-24-58

File No. 30681

Fee \$1.00

Book 1224 Page 315

DECLARATION OF PROTECTIVE COVENANTS

This declaration made this 1st day of December 1958 by FAIRLANE CORPORATION hereinafter referred to as "Declarant";

WITNESSETH, That

Wittman

Declarant is the owner of the real property situated in the county of Pottawattamie, State of Iowa, platted as Fairlane Second Addition, a subdivision and hereby imposes upon and subjects all of the lots in said addition to the following conditions, restrictions, reservations and covenants for the benefit of said property and its present and future owners and agrees that as Declarant conveys each lot the conveyance shall be made subject thereto.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three foot side yard shall be permitted for a garage or other accessory building located 60 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 52 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

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7. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

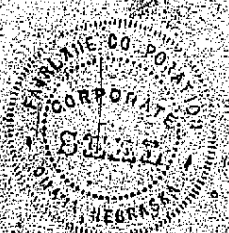
9. An easement is hereby reserved to the Omaha Public Power District and the Northwestern Bell Telephone Company to erect and maintain electric and telephone utilities along, across, over and under the rear 5 feet of each lot.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, FAIRLANE CORPORATION, has caused this declaration to be executed by its president and secretary treasurer the day and year first above written.



FAIRLANE CORPORATION

By B. H. Buras president
B. H. Buras

Attest Ether Lodge Secty-Treas.
Ether Lodge

12/1/58

STATE OF NEBRASKA)

DOUGLAS COUNTY)

ss.

On this 1st day of December, 1958 before me, the undersigned, a Notary Public in and for said County, personally came B. H. Buras, president of the Fairlane Corporation to me personally known to be the president and the identical person whose name is affixed to the within instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Fairlane Corporation, for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written.

M. B. Copping
Notary Public

My commission expires the 1 day of Dec. 1958.