

The undersigned, Kenneth F. Reed, Trustee, owner of Fair Lawn, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby publish and declare that all lots contained therein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants, conditions and restrictions herein set forth:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

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

2. All lots in Fair Lawn shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. No building shall be located nearer than 40 feet to the front lot line and nearer than 15 feet to any side lot line.

Dwellings shall be restricted to the following minimum square foot floor area for certain sections of Fair Lawn as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) are as follows:

Sec. 2. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, Block 2, Fair Lawn, Omaha, Nebraska.

Sec. 3. All remaining lots of Fair Lawn, Block 2, Omaha, Nebraska, total ground area.

Except that this covenant may be modified by the undersigned in the case of one and one-half and two story houses.

Except as above written, use, height, area regulations and set backs shall at all times conform to the existing Zone Ordinances of the City of Omaha.

4. That no noxious or offensive trade or 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 neighborhood.

5. No trailer, basement, tent, shack, garage, or other outbuilding or structure of a temporary nature erected in Fair Lawn shall at any time be used as a residence, temporarily or permanently.

6. It is expressly understood and agreed that all lots are sold subject to the rights of the Northwestern Bell Telephone Company and of the Omaha Public Power District to place or maintain poles on or adjacent to the lines of said lots.

7. No buildings or improvements already erected shall be moved on to Fair Lawn unless the written consent of the undersigned is first obtained.

Dated this 27TH day of MAY, 1950.

Kenneth F. Reed, Trustee

STATE OF NEBRASKA)
County of Douglas)

On this 27TH day of MAY, A.D. 1950, before me, a Notary Public, in and for said County, personally came the above named KENNETH F. REED, Trustee, who is personally known to me to be the identical person whose name is affixed to the above Protective Covenants, and he acknowledged same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Catherine Martin
Notary Public

My commission expires on the 23 day of March, A.D. 1953

