

DECLARATION OF RESTRICTIVE COVENANTS

T. H. MAENNER CO., et al.

To Whom it may concern:

KNOW ALL MEN BY THESE PRESENTS:

That T. H. Maenner Co., a corporation organized and existing under the laws of the State of Nebraska, and JOHN R. MAENNER, T. H. MAENNER, ROBERT L. MIERENDORF, W. RUSSELL BOWIE, JR., and R. J. HANKS, the sole fee simple owners of all of the following-described real estate, to-wit:

All that part of the East Half ( $E\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) lying West of Cole Creek in Section Fourteen (14), and all that part of the West Half ( $W\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Fourteen (14), and the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Fifteen (15), lying east of the right-of-way of the Chicago & North Western Railway, all in Township Fifteen (15), North Range Twelve (12), East of the 6th P. M., Douglas County, Nebraska,

part of which has been platted as certain lots and blocks of MAENNER WESTBROOK ADDITION, and the remainder of which will be platted and dedicated as the remainder of MAENNER WESTBROOK ADDITION, does hereby make, publish and declare the following provisions and conditions on all of said real estate, it being the intention of the said T. H. Maenner Co., a corporation, and John R. Maenner, T. H. Maenner, Robert L. Mierendorf, W. Russell Bowie, Jr., and R. J. Hanks to bind all of the said real estate, both the presently platted lots and blocks and those yet to be platted, in Maenner Westbrook Addition, as follows, to-wit:

For the 25-year period following the date of this instrument:

(1) No trailer, tent, shack, or barn shall be moved in or erected upon the premises; and no basement, cellar, or garage when erected thereon shall be used as a residence, either temporary or permanent. Any garage or other out-building erected on said premises shall conform with the general architecture of existing improvements.

(2) No fences shall be constructed except those that conform with the following conditions: (a) Fences to the rear of the front line of the house shall not be of greater height than four and one-half feet ( $4\frac{1}{2}'$ ), and must be of uniform construction and architecture; (b) Fences forward of the front line of the house shall not be of greater height than two and one-half feet ( $2\frac{1}{2}'$ ), and shall not extend beyond the front lot line, and must be of uniform construction and architecture.

License is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys, and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants of each block.

The provisions of these covenants shall be separable, and in the event that any of the covenants herein contained shall be declared void or unenforceable the remaining covenants remain in full force and effect.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than forty-five feet (45') at the minimum building setback line.

NUISANCES. 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.

#### GENERAL PROVISIONS

TERM. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

ENFORCEMENT. 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.

PUBLIC SIDEWALKS shall be constructed on each side of the street on all built-up lots, five feet (5') from curb; walk-width, forty-eight inches (48"); thickness minimum, four inches (4").

This instrument shall be included in all abstracts covering the above lots and said provisions and conditions shall run with

the land and be binding on each and every owner thereof, their heirs, successors or assigns for a period of twenty-five (25) years from this date.

Dated at Omaha, Nebraska, this 3<sup>rd</sup> day of July, 1956.

ATTEST:

Edna C. Brownlee  
Title Ass't. Secretary

T. H. MAENNER CO., a corporation,

By John R. Maenner  
Title Vice Pres.

J. H. Maenner

Robert L. Maenner

W. Ross Davis

J. J. Hanes

John R. Maenner

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 3<sup>rd</sup> day of July, 1956, before me, the undersigned, a Notary Public in and for said County, personally came John R. Maenner, Vice Pres. of the T. H. Maenner Co., to me personally known to be the identical person whose name is affixed to the foregoing 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 T. H. Maenner Co., and that the Corporate seal of the said T. H. Maenner Co. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County on the 3<sup>rd</sup> day and year last above written.

L. S. Cottingham  
Notary Public

My Commission expires on the 8<sup>th</sup> day of July, 1962

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 3<sup>rd</sup> day of July, 1956, before me, the undersigned, a Notary Public, in and for said County, personally came the above-named JOHN R. MAENNER, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha in said County on the 3<sup>rd</sup> day and year last above written.

L. S. Cottingham  
Notary Public

My Commission expires on the 8<sup>th</sup> day of July, 1962

STATE OF NEBRASKA )

SS

COUNTY OF DOUGLAS )

On this 31st day of July, 1956, before me the undersigned, a Notary Public, in and for said County, personally came the above-named T. H. MAENNER, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written.

My Commission expires

the 8th day ofJuly, 1962.

L. S. Cottingham  
Notary Public

STATE OF NEBRASKA )

SS

COUNTY OF DOUGLAS )

On this 31st day of July, 1956, before me the undersigned, a Notary Public, in and for said County, personally came the above-named ROBERT L. MIERENDORF, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written.

My Commission expires

the 8th day ofJuly, 1962.

L. S. Cottingham  
Notary Public

STATE OF NEBRASKA )

SS

COUNTY OF Douglas )

On this 31st day of July, 1956, before me the undersigned, a Notary Public, in and for said County, personally came the above-named W. RUSSELL BOWIE, JR., who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

My Commission expires

the 8th day ofJuly, 1962.

L. S. Cottingham  
Notary Public

STATE OF NEBRASKA )

SS

COUNTY OF DOUGLAS )

On this 31st day of July, 1956, before me, the undersigned, a Notary Public, in and for said County, personally came the above-named R. J. HANKS, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be his voluntary act and deed.

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

My Commission expires

July 8, 1962.

L. S. Cottingham  
Notary Public