

CONDITIONS, RESTRICTIVE COVENANTS AND EASEMENTS

MAPLE RIDGE ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon Lots 2 to 11 inclusive of Block One and Lots 1 to 13 inclusive of Block Two, of Maple Ridge Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

1. The lots described above shall be known, described and used as residential lots. Not more than one dwelling shall be built on any one of said lots; provided however, this restriction shall not prevent use of a greater area than one lot as a single building site.
2. No dwelling shall be erected on said lots within 40 feet of the street line on the front side, nor within 15 feet of the side lot lines, except the dwelling on Lot 1, Block 2, if this exception is approved by the City of Omaha, Nebraska, and except the dwellings erected on Lots 4, 7, 8 and 13 of Block 2, which must be set at least 40 feet from 104th Avenue whether or not these face 104th Avenue. Dwellings erected on Lots 2, 3 and 4 of Block One shall have their fronts in line with dwelling fronts on Lots 1 and 5 through 11 of Block 1.
3. All dwellings must have a ground area of not less than 1250 square feet exclusive of garages and porches. Garages must be capable of housing two full-sized automobiles and be of the same material and architecture as the dwelling. No detached garages shall be erected. Under house garages will be permitted when expressly approved in writing by the undersigned, Melvin A. Brennfoerder and Ilah M. Brennfoerder, their heirs or assigns; but in such instances, a minimum ground area of 1350 square feet exclusive of garages and porches will be required for dwellings erected on any lot which borders 104th Avenue.
4. Dwellings erected on Lots 1, 2, 3, 4, 7, 8 and 13 of Block 2 shall be no more than one and one-half stories above ground on the side bordering on 104th Avenue. Dwellings erected on Lots 2 to 11 inclusive of Block One shall be no more than one and one-half stories above ground on their west or back side. All roofs shall be of low pitch, not exceeding five inches of fall per foot of rafter length. Any exposed concrete, or concrete or similar blocks shall be painted. All chimney flues must have an exterior of brick or stone.
5. No building shall be erected on said lots other than a single-family dwelling on each lot and no lot shall be improved, used or occupied for other than private one family residence purposes. There shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.
6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefore have been approved in writing by Melvin A. Brennfoerder and Ilah M. Brennfoerder, their heirs or assigns except when such approval is not given within thirty days after presentation of the plans and specifications for approval.
7. No trailer, basement, excavation, tent, shack, garage, barn or other out-buildings erected, constructed or placed on any part of said lots shall at any time be used as a residence temporarily or permanently except the basement of a dwelling by the owner during the limited period of construction of the dwelling. It is also agreed by purchasers of property herein that any dwelling or new construction started on this property will be completed within twelve months of the date of commencing work.
8. All dirt from the cellars, basements and other excavations from each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned, their heirs, or assigns in the development of said lots. Excess dirt shall be dumped on this subdivision if so directed by the undersigned, their heirs or assigns. This restriction may be waived at the option of the undersigned, their heirs or assigns.

OCCASIONAL TREES OR BUSHES

9. No row of bushes over two feet tall, no hedge or row of trees, no wall, fence or other construction except foundation landscaping and driveway or sidewalk shall be placed or maintained forward of the minimum front yard setback line as established by these covenants. Basket-ball goals shall not be located forward of the front line of dwellings.
10. All fuel tanks on said lots shall be buried. No garbage, refuse or refuse receptacles shall be placed or left on any lot exposed to public view.
11. No animals, poultry or fowl of any kind except inside household pets and two dogs or two cats or one dog and one cat shall be kept on any lot.
12. No noxious or offensive trade or activity shall be carried on upon any lot.
13. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the front width at the front lot line of either of the original lots comprising a part of such ownership. A single lot shall also mean all of one lot as now platted and part of parts of one or more adjoining lots.
14. 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, telephone and other utility services.
15. No outside radio or television or other electronic antenna or aerial for transmitting shall be erected on any building plot without written consent of the undersigned. No posters or advertising sign of any kind except residential "For Sale" signs shall be erected on any building plot.
16. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
17. Portland cement concrete public sidewalks four feet wide by four inches thick, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main residential structure and before occupancy thereof.
18. The provisions herein shall be binding upon the undersigned, their heirs, administrators, successors and assigns and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each lot. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.
19. The restrictions herein set forth shall run with the land and be binding upon all owners of the above described lots for a period of twenty years from the date hereof and shall then be extended automatically for successive periods of ten years each unless they are changed in whole or in part by a vote of a majority of the then owners of said lots.
20. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

