

HAPPY HOLLOW WARRANTY DEED

531/365

FROM
T. H. Maenner Company
Omaha, Nebraska
TO
O. Faye Gertson

Warranty
Deed

STATE OF NEBRASKA, }
Douglas County, }
Entered in Numerical Index
and filed for record in the Register of Deeds office of said County,
the 5th day of February 1927, at 9:10
o'clock, A.M.
Harry Pearce,
Register of Deeds,
Compared By W.M.L.

KNOW ALL MEN BY THESE PRESENTS,

That **T. H. MAENNER COMPANY**, a corporation of the County of Douglas and State of Nebraska, for and in the consideration of the sum of **Ten Thousand Six Hundred (\$10,600.00) DOLLARS**, in hand paid, does hereby **GRANT, BARGAIN, SELL, CONVEY and CONFIRM** unto **O. Faye Gertson**

the following described real estate, situate in Douglas County, Nebraska, to-wit:
Lot Five (5) Block Fourteen (14)
Happy Hollow, an addition to the City of Omaha, as surveyed, platted and recorded:
and we do hereby covenant with the said **O. Faye Gertson**

and her heirs and assigns, that we are lawfully seized of said premises; that they are free from incumbrance except first mortgage to Omaha Loan & Building Association for \$6000.00 which mortgage Grantee herein assumes and agrees to pay, and subject to 1927 City, County and special taxes not delinquent at date hereof. that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever, except as above stated.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereto unto the said **O. Faye Gertson**

and her heirs and assigns forever.

This conveyance, however, is subject to each and all of the following restrictions, reservations and covenants by their terms applicable to said premises and to all the following described real estate in said county, to-wit:

The West Half (W 1/2) of Blocks Sixteen (16) and Twenty-two (22), and all of Blocks Thirteen (13), Fourteen (14), Fifteen (15), Twenty-three (23), Twenty-four (24), and Twenty-five (25), in Happy Hollow, an addition to the City of Omaha, as aforesaid;

and of every lot therein, and shall inure to and operate as equitable restrictions or covenants passing with the conveyance of every lot, and shall apply to and bind every successor in interest of the parties hereto, and are imposed upon said premises as a servitude in favor of said described premises and every lot therein, being in pursuance of a general plan for the development and improvement of the tract of land embraced within said described blocks, and shall be binding upon every person who shall be the owner of the lots in said blocks during the said period, and are and shall be for the benefit of each and all of the lots and blocks in said tract, and shall be enforceable by any and all owners of any and all said lots, and by the grantor herein, and are as follows:

1. The said lots and blocks and each of them are to be used for residence purposes exclusively, from the date hereof until the first day of January, A. D. 1967.
2. That 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 be not less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on the said tract, or any lot or parcel therein, within said period, other than a single detached dwelling built thereon, with necessary outbuildings, and no lot or parcel therein shall be improved, used or occupied for other than private one-family residence purposes; and there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments (though intended for residence purposes), public games, all stations, or any other buildings whatsoever, except single detached dwelling houses to be used exclusively as residences for single families (with outbuildings to be used exclusively for domestic purposes).

4. Each dwelling as is built upon said lot herein conveyed within said period shall be **One & One-half** stories in height, and must be built of brick, stone, stucco, or frame or some combination thereof, and the cost of said building, exclusive of outbuildings, shall be not less than **Six Thousand** (\$ 6,000.00) Dollars.

A one and one-half story house, when and if prescribed and limited herein, shall mean a house having sufficient space on the second floor to accommodate at least two complete rooms whose combined cubic contents, when and if finished, would be at least one-third of the cubic contents of the finished first floor portion, exclusive of garage, if same should be attached to house; and each such second floor room shall have at least two windows whose glass area is at least 2 feet wide by 3 1/4 feet high, and opening from each such second floor room in at least two directions; at no time may more than two-thirds of the lineal footage of eaves come closer than 8 feet nor farther than 17 feet above the finished first floor.

5. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwellings; and the rear wall of such garage or other outbuilding must be built within six feet of the rear lot line; and on corner lots must be situated wholly within and back of the outside building line of the dwelling upon said lot, on the exposed side thereof.

6. All dirt from the cellars, basements, or other excavations from each and every lot in said tract during said period shall be removed from said lots, and the general slope of said premises and terraces, after the buildings have been erected, shall remain substantially as now established.

7. This deed is given subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, licensees and assigns, to construct and maintain underground conduits in, and a joint pole line over and upon the premises along the rear boundary line of each and every said lot or in such other location as may be mutually agreed upon between the grantor and said companies.

8. The said lots, including the lot or lots hereby conveyed shall not be used as building sites within said period except as an entirety, or as a part of and in connection with adjacent lots, in which event the restrictions pertaining to such adjoining lot or lots shall apply to the lot or parcel of lot being conveyed, as though the lot or parcel of lot being conveyed had originally been a part of such adjoining lot; in which case 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 be not less than the front width of the lot line of either of the lots comprising a part of such ownership, or all of one lot, or part or parts of one or more adjoining lots. That in case where the frontage of ground used with any residence is greater than the required frontage then, for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any such lot so long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot.

9. Residences on inside lots within said period shall face the front lot line and on corner lots shall face the same street as those on the adjoining inside lot. The dwellings constructed on Lot 1, Block 14, shall face the park at the intersection of 26th Street, Nicholas Street and 26th Street; upon Lot 13, Block 14, 26th Street; and upon Lots 17 and 20, Block 14, J. E. George Boulevard.

10. No building nor any part or projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within the following distances, for the respective lots and blocks in said tract, from the street or lot lines bordering said premises: 20 feet in and upon Lots 14, 15 and 16, Block 14. 25 feet in and upon all of Block 13; Lots 1 to 13, inclusive, and Lots 20, 21 and 22, Block 13; Lots 1 to 13, inclusive, Block 15; Lots 1 to 14, inclusive, Block 22; Lots 1 to 17, inclusive, Block 24; Lots 1 to 20, inclusive, Block 25. 30 feet in and upon Lots 17 to 20, inclusive, Block 14; Lots 18 to 32, inclusive, Block 15; Lots 0 to 21, inclusive, Block 16; Lots 0 to 21, inclusive, Block 22; Lots 25 to 30, inclusive, Block 23; Lots 28 to 30, inclusive, Block 24; Lots 21 to 41, inclusive, Block 25. Except that an open porch and roof thereon or a terrace may be attached to the building lot, on it and said street line. On corner lots having a frontage on Underwood Avenue, no building nor any part or projection thereof, except the cornice of the roof, shall at any time within said period be erected or located with its exposed side nearer than 25 feet to the lot line bordering Underwood Avenue; on all other corner lots the exposed side of said building as herein defined shall not be nearer than 30 feet to the lot line bordering the street running along the side of said lots.

11. The following prohibitions shall be observed during said period:

(a) Exposed foundations above grade shall be built of brick, brick veneer, stone or stucco; and no cement block, wood or composition stone foundation shall be exposed above grade.

(b) All fuel tanks left above ground shall be enclosed within a suitable lattice or screen.

(c) No sign larger than 2x3 feet shall be placed on any lot, except those of the grantor.

(d) No garage or other outbuilding shall be erected on any lot, for dwelling purposes, before the residence thereon is constructed.

(e) No drive shall be constructed from a street to a street sidewalk, except of cement, brick stone or asphalt.

(f) No fence or wall shall be built to a greater height than 4 feet 6 inches from the grade adjacent to the wall or fence at all points, nor shall any fence other than open spindle, picket, metal or slab be built; nor shall any wall greater than 2 feet 6 inches in height be built within the front lot line.

(g) No hedge, wall, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.

(h) No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.

(i) No horses, cows, goats, sheep or any domestic animals, poultry or fowls of any kind, except dogs and cats, will be permitted to be kept on any of the lots, except a riding horse or horses with the written consent of the grantor.

(j) No surface water from the roof of any building, or from any lot, shall be connected with or drained into the sanitary sewers. Where the storm sewers are not, or shall hereafter be established in the street in front of said lot, and the grade of the lot herein described is above that of the said storm sewer, grantee agrees to make connection with said storm sewer, so that all water falling upon or flowing over the roof of the dwelling erected on said lot shall be carried off through said storm sewer. Where no storm sewer is established in said street, and the grade of said street is below that of said lot, grantee agrees to construct all down spouts and other facilities for surface water drainage with pipe or tile leading to and through the curb of said street, so that all water falling upon or flowing over the roof of the dwelling erected on said lot shall be carried to said street, to the end that such water shall not flow from said lot on or across neighboring lots.

(k) All wood shingles used for roofing must be colored.

BY ACCEPTING THIS DEED the said O. Faye Gertsen

herely bind (s) herself and her heirs, assigns and grantees to observe and perform all the conditions hereinbefore mentioned as fully as though they had signed these presents.

IN WITNESS WHEREOF, the undersigned, T. H. MAENNER COMPANY, has caused these presents to be executed by its duly authorized officers, pursuant to a resolution of its Board of Directors, this 4th day of February, 1927.

T. H. MAENNER COMPANY

ATTEST:

Lloyd S. Smith

Secretary



By T. H. Maenner

President

Witness:

Lila E. Harbert

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS } SS.

On this 4th day of February A. D. 1927, before me, a Notary Public, duly commissioned and qualified in and for said county, personally appeared the above named T. H. Maenner and Lloyd S. Smith

who are personally known to me to be the identical persons whose names are affixed to the above as President and Secretary of T. H. Maenner Company, a corporation, grantor herein, and acknowledged said instrument to be the voluntary act and deed of the said Maenner Company, and their own voluntary act and deed as President and Secretary thereof.

WITNESS my hand and notarial seal the date last aforesaid.

Lila E. Harbert, Notary Public.