

DECLARATION OF RESERVATION

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That T. H. WANNER CO., a corporation organized and existing under the laws of the State of Nebraska, the sole and legal owner of all of the following-described real estate, to-wit:

- All of Blocks One (1) and Two (2) and Lots (1) and Two (2) and Three (3) and Four (4) and Five (5) and Six (6) inclusive, and Lots Fifteen (15) to Seventeen (17) inclusive, Block Nine (9) and Lots One (1) to Ten (10) inclusive, Block Eleven (11) inanner located in Section 17, Township 20N, Range 11W, Nebraska, as shown, plotted, and recorded.

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. Wanner Co. to bind all of the said real estate as follows to-wit:

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

1. No lot shall be used for commercial or industrial purposes, structures of a temporary character, trailer, building, tent, shack, garage, barn or other incomplete building or other building shall be erected upon, or used on any lot hereunder as a residence, either temporarily or permanently.
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 the lot and not be of uniform construction and architecture.

Fences around of the front line of the house will be subject to the following conditions:

3. Lots originally zoned Third Residential shall be improved by dwellings having a minimum ground floor area exclusive of garages, porches or basement areas, of 1,100 square feet, except one and one-half or two-story houses, which shall not include split level houses, may have a ground floor area of 1,000 square feet.

4. No duplexes will be permitted to be built on fifth residential lots.

5. No planted lots or areas planted into lots will be permitted to be re-subdivided without the consent of the F. H. Washner Co.

6. Public sidewalks shall be installed, at the time of the improvement of each lot, in conformity with the City of Omaha specifications along the front of each lot, and along the front and side of each corner lot adjacent to the street, and no other walk shall be located closer than five (5) feet to the curb line of the street which such sidewalk is parallel.

7. No building shall be erected, placed, or altered on any lot during the period of these covenants until the construction plans and specifications and the plan showing the location of the structure have been approved by the F. H. Washner Co. provided that after the original improvement of each lot, no further structural work is required.

8. Set back and side yards shall be governed by the applicable zoning regulations of the City of Omaha at the time that such lot is improved.

9. License of transfer given to the Washington Bell Telephone Company and the Omaha Public Power District, their successors, assigns and agents, to erect and operate utility

repair, and renew poles with the necessary supports, substituting wires, cross-arms, guys, anchors, cables, and other instrumentalities, both above and below the surface of the ground, 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 the said lots for the use and benefit of the owners and occupants of each block.

This license shall extend beyond the 25-year period herein provided and shall continue until released by the Northwestern Bell Telephone Company and the Omaha Public Power District, or their successors, or assigns provided, that if the license herein granted is not put to use by the said telephone company or said power district company within a period of five years from the date of these covenants, then and in that event this license shall terminate as to all side and rear lot lines which have not been so used.

10. The provisions of these covenants shall be severable and 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.

11. Enforcement of these covenants 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 recover damages.

12. These covenants shall 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 hereof.

IN WITNESS WHEREOF the said T. H. MARSHALL CO. has caused these presents to be executed by its President, and its corporate seal affixed this 25 day of September, 1960.

T. H. MARSHALL CO., a corporation

[Handwritten signature]

SEP 30 1908

SEATS OF MISSISSIPPI
COUNTY OF DOBSON

On this 20th day of September 1908, before me, the undersigned a Notary Public in and for said County, personally appeared CHARLES F. WALKER, President of the V. F. W. Camp, No. 1000, personally known to be the President and the highest person who was authorized to do above mentioned, and acknowledging the execution thereof to be his voluntary act and that of such officer, and the voluntary act and deed of the said V. F. W. Camp, No. 1000, and that the Corporate Seal of the said V. F. W. Camp, No. 1000 was affixed by its authority.

Witness my hand and official seal of office in said County on this 20th day of September 1908.

William B. Walker
Notary Public

My Commission expires the 23rd day of July 1911