

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That T. H. Maenner Co., a corporation, Robert L. Mierendorf, R. J. Hanks, W. Russell Bowie, Jr., T. H. Maenner, and John R. Maenner, the sole fee simple owners of all of the following-described real estate, to-wit:

Lots 1 to 13, inclusive, Block 1, Lots 1 to 15, inclusive, Block 2, and Lots 1 to 16, inclusive, Block 3, in MAENNER WESTBROOK ADDITION, an addition as surveyed, platted and recorded in Douglas County, Nebraska,

do hereby make, publish and declare the following provisions and conditions on all of said real estate, it being the intention of the said owners to bind all of the said real estate, as follows, to-wit:

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

(1) The said real estate shall be used for residential purposes only, during the period of these covenants.

(2) 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.

(3) 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 4 1/2 feet, 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 2 1/2 feet, and shall not extend beyond the front lot line, and must be of uniform construction and architecture.

(4) In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 720 square feet in the case of one and one-half or two-story structure, exclusive of porches and garages.

(5) In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17-1/2 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 60 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(6) No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

(7) 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.

(8) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

(9) Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on street side of improved corner lots.

(10) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

The foregoing covenants numbered 1 to 10, inclusive, 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots above-described has been recorded, agreeing to change said covenants in whole or in part.

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.

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.

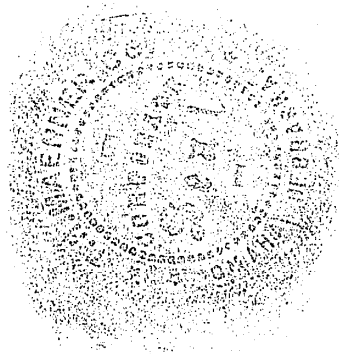
The provisions of these covenants shall be separable, and in the event that any of the covenants herein contained shall be declared void or unenforceable, the remaining covenants remain in full force and effect.

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 2 day of February, 1957.

T. H. MAENNER CO., a corporation

By J. H. Maenner, V. Pres.
W. H. Davis
R. J. Keenan
Robert R. McCreedy
J. H. Maenner
J. H. Maenner



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 6th day of February, 1957, before me, the under-
signed, a Notary Public in and for said County, personally came
John R. Maenner, Vice President
of the T. H. Maenner Co., to me personally known to be the
Vice President and the identical person whose name is
affixed to the above 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
the day and year last above written.

My Commission expires the 8 day of June 1962.

J. J. Larson
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 6th day of February, 1957, before me, the under-
signed, a Notary Public, duly commissioned and qualified for in
said county, personally came John R. Maenner, W. Russell Bowie, Jr., R. J.
Hanks, and Robert L. Mierendorf

to me known to be the identical person or persons whose name is or
names are affixed to the foregoing instrument and acknowledged the
execution thereof to be his or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last
above written.

J. J. Larson
Notary Public

My Commission expires the 8th day of June 1962.

FLORIDA
STATE OF ~~FLORIDA~~)
PALM BEACH SS
COUNTY OF ~~DOUGLAS~~)

On this 14th day of February, 1957, before me, the under-
signed, a Notary Public, duly commissioned and qualified for in
said county, personally came T. H. MAENNER

to me known to be the identical person or persons whose name is or
names are affixed to the foregoing instrument and acknowledged the
execution thereof to be his or ~~their~~ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last
above written.

M. Rogers Hodgson
Notary Public

My Commission expires the 20th day of July 1957.



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

Notary Public, State of Florida at large
My commission expires July 20, 1957.
Bonded by American Surety Co. of N. Y.

~~On this day of February, 1957, before me, the under-
signed, a Notary Public, duly commissioned and qualified for in~~