

DECLARATION OF RESTRICTIVE COVENANTS

* * * * *

TO WHOM IT MAY CONCERN, know all men by these presents:

That Maenner Development Company, a corporation organized and existing under the laws of the State of Nebraska, joining with John R. Maenner, Wilma S. Maenner, W. Russell Bowie, Jr., Mary M. Bowie, Louis R. Seybold, Shirley S. Seybold, Robert L. Mierendorf, Josephine L. Mierendorf, J. D. Durham, and Marnie R. Durham, (all of whom, as corporations and individuals shall be referred to herein as the Declarants), whose interests are as shown at Exhibit "A" hereto, and who are collectively the owners of all the following-described real estate, to-wit:

Commencing at the northeast corner of the North half (N1/2) of the southwest quarter (SW1/4) of the southwest quarter of Section 22 Township 15 N, Range 12E of the 6th Principal Meridian, said point being marked by an iron pipe: thence, assuming the east property line of said southwest quarter to be on a bearing of S 0°00'00" W. proceeding from the point of beginning on a bearing of S 0°00'00" W and running southerly along the east property line of said southwest quarter (SW1/4) for a distance of 25.00 feet, more or less, to the point of beginning, said point also being a point on the south property line of Leavenworth Street as surveyed, platted and recorded; thence on a bearing of S 0°00'00" W and proceeding southerly on the east property line of said southwest quarter (SW1/4) for a distance of 662.19 feet, more or less, to a point 25.00 feet south of the southeast corner of the north half (N1/2) of the southwest quarter (SW1/4) of the southwest quarter (SW1/4) of said Section 22; thence running westerly along a line 25.00 feet south of and parallel to the south property line of the said north half (N1/2) for a distance of 716.30 feet to the point of curvature of a curve to the right having a radius of 120.00 feet and a central angle of 90° 33'49"; thence running north westerly along the just previously described curve for a distance of 78.87 feet, more or less, to a point on the south property line of said north half (N1/2); thence running west on the south property line of said north half (N1/2) for a distance of 197.59 feet, more or less, to a point marked by an iron pipe; thence on a bearing of N 0°10'28"E and running a distance of 662.85 feet, more or less, to a point, said point also being the southwest corner of Rolling Hills Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded; thence on a bearing of N 89°38'51"E and running easterly along the south property line of said Rolling Hills Addition for a distance of 447.67 feet; more or less, to a point; thence on a bearing of S 14 47'39"E and running a distance of 25.85 feet, more or less, to a point, said point also being a point on the south property line of said Leavenworth Street; thence on a bearing of N 89°38'51"E and running easterly along the south property line of said Leavenworth Street for a distance of 531.03 feet, more or less, to the point of beginning.

does hereby make, publish and declare the following provisions and conditions on all of said real estate, it being the intention of the said

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Declarants to bind all of the said real estate as follows, to wit:

For the Twenty-Five year period following the date of this instrument:

1. All lots in said Ronson Heights addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
2. Each dwelling shall have not less than fifteen hundred (1500) square feet of livable area for one-floor plans and split levels; and for one and one-half story plans a minimum of one thousand eight hundred (1800) square feet with one thousand two hundred (1200) square feet being the minimum for the first floor; and for full two-story plans, the minimum of two thousand square feet (2000) with one thousand (1000) square feet being the minimum for the first floor.
3. Each dwelling shall have garage facilities with the housing of at least two cars whether attached or built-in and no carports will be allowed.
4. An easement is hereby granted to The Omaha Public District, its successors, lessees, and assigns, to install and maintain, operate, repair, and renew underground electric service facilities, with all necessary wires, cables and other instrumentalities necessary thereto, for the carrying and transmission of electric current for lights, heat and power, according to an underground service agreement entered into by and between the The Omaha Public Power District and the Declarants hereof on September 23, 1964, and on such property as is stated therein, all for the use and benefit of the owners and occupiers of each block. This easement shall extend beyond the twenty-five year period herein provided, and shall continue until released by the Omaha Public Power District, or their successors, or assigns, provided that if the easement herein granted is not put to use by the said power district company within a period of five (5) years from the date of these covenants, then and in that event, this easement shall terminate as to all property described in said underground service agreement which shall not have been so used. The said owners and occupiers of the subdivision shall not install or plant any permanent buildings, structures, trees and rock walls within the easement area for the District's underground distribution facilities, but the easement area may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses of said easement.

An easement is hereby also granted to the Northwestern Bell Telephone Company, its successors, lessees, and assigns, to install and maintain, operate, repair, and renew wires and all other facilities necessary to provide underground transmission of telegraph and telephone messages, all for the use and benefit of the owners and occupants of each block, provided that said easement to the Northwestern Bell Telephone Company shall be on and under the same property as that established as an easement to the Omaha Public Power District, as provided in an underground service agreement entered into by and between the Omaha Public Power District and the Declarants hereof on September 23, 1964. This easement shall extend beyond the twenty-five year period herein provided, and shall continue until released by the Northwestern Bell Telephone Company, or its successors, or assigns, provided, that if the easement herein granted is not put to use by the said telephone company

within a period of five (5) years from the date of these covenants, then and in that event this easement shall terminate as to all property described in said underground service agreement which shall not have been so used. The owners and occupiers of the subdivision shall not install or plant any permanent buildings, structures, trees and rock walls within the easement area for the company's underground distribution facilities, but the easement area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid use of said easement.

5. No fences shall be built in the front yard beyond the front line of the dwelling.

6. Dwellings of flat roof design will not be allowed, and buildings of contemporary design will be allowed only on approval of the undersigned, their heirs or assigns.

7. No trailer, basement, tent, shack, garage, barn, or other building erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. Animals shall be limited to household pets.

9. No dwelling shall be erected on any lot in Ronson Heights addition for a period of ten years following the planning of such lots until the owner of said lots has obtained approval of the plan for constructing such dwellings from the signers of these covenants, their heirs or assigns.

10. Vacant lots will be tended in such way that their appearance is not objectionable to the surroundings.

11. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintaining of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians or vehicles.

12. The following set-back requirements will govern on the lots and blocks, to wit:

In Block Three (3), Lots One (1), Two (2), Three (3), Four (4), Eleven (11), Twelve (12), and Thirteen (13) shall have a Forty-Five foot (45') set-back; Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) shall have a set-back of Forty feet (40') or more;

In Block Two (2), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), shall have a set-back requirement of Forty-Five feet (45') or more.

In Block One (1), Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9) shall have a set-back requirement of Forty feet (40') or more.

All lots in Blocks One (1), Two (2), and Three (3), shall have a minimum side yard requirement of Fifteen feet (15').

13. Public sidewalks shall be installed at the time of completion of construction of the dwellings on each lot, and shall conform with

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the following requirements; sidewalks shall be installed three feet (3') inside the curb line and shall be four feet (4') wide; they shall conform with specifications of the City of Omaha relative to materials and thickness requirements; they shall be installed along the front of each lot, and along the front and side of each corner lot including the front of cul-de-sac lots.

14. All basement foundation exteriors shall be faced either with brick or stone, or shall be treated in such a manner as to give the appearance of brick or stone.

15. Each of the provisions hereof is severable and separable, and invalidation of any such provision shall not effect any other of the provisions hereof.

16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Ronson Heights addition.

17. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

IN WITNESS WHEREOF, the undersigned, all being owners of real estate embraced within said Ronson Heights Addition, and the owners of all of said real estate, have executed this Declaration of Restrictive Covenants this 23rd day of September, 1964.

MAENNER DEVELOPMENT COMPANY



John R. Maenner
John R. Maenner, President

John R. Maenner
John R. Maenner

Wilma S. Maenner
Wilma S. Maenner

Robert L. Mierendorf
Robert L. Mierendorf

Josephine Mierendorf
Josephine Mierendorf

W. Russell Bowie, Jr.
W. Russell Bowie, Jr.

Mary M. Bowie
Mary M. Bowie, Jr.

Louis R. Seybold
Louis R. Seybold

Shirley Seybold
Shirley Seybold

J. Dudley Durham
J. Dudley Durham

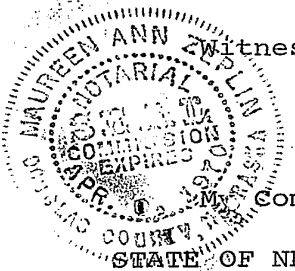
Marnie R. Durham
Marnie R. Durham

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 12th day of October, 1964, before me, a Notary Public, in and for said County, personally came John R. Maenner and Wilma S. Maenner, husband and wife, J. Dudley Durham and Marnie Durham, husband and wife, Louis R. Seybold and Shirley Seybold, husband and wife, W. Russell Bowie, Jr. and Mary Bowie, husband and wife, and Robert L. Mierendorf and Josephine Mierendorf, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as affiants, and who have acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

Maureen Ann Zeplin
Notary Public



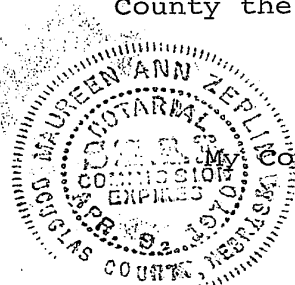
Commission expires the 9th day of April, 1970.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of September, 1964, before me, the undersigned, a Notary Public in and for said County personally came John R. Maenner, President of MAENNER DEVELOPMENT COMPANY (a Corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Maureen Ann Zeplin
Notary Public



Commission expires the 9th day of April, 1970.

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RECEIVED

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

418 of [unclear]
2-21

[Handwritten signature]

James Wittler - [unclear]
10-28 [unclear]
75-521+532 [unclear]
75-521

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