

DECLARATION OF RESTRICTIVE COVENANTS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

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

- Lots One (1) to Seven (7) inclusive, Block Seven (7),
 - Lots One (1) to Nine (9) inclusive, Block Seventeen (17),
 - Lots One (1) to Seventeen (17) inclusive, Block Sixteen (16),
 - Lots One (1) to Nine (9) inclusive, Block Fifteen (15),
- Maenner Meadows, an Addition in Douglas County, Nebraska, as surveyed, platted 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. Maenner Co. to bind all of the said real estate as follows, to-wit:

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

1. No lot shall be used for commercial or industrial purposes; no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other incomplete building or out-building shall be erected upon, or used, on any lot at any time, 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 4 1/2 feet, and must be of uniform construction and architecture; (b) no fences forward of the front line of the house will be permitted.

3. Lots originally zoned Second and Third Residential shall be improved by dwellings having a minimum ground floor area exclusive of garages, porches, or basement area, of 1,000 square feet, except one and one-half or two-story homes, which shall not include split level homes, may have a ground floor area of 800 square feet.

4. No platted lots or areas once platted into lots will be permitted to be re-subdivided, without the consent of the T. H. Moenner Co.

5. 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 sidewalk shall be located closer than five (5) feet to the curb line of the street which such sidewalks parallel.

6. 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 T. H. Moenner Co., provided, that after the original improvement of each lot, no further approval shall be required.

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

8. License is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, and assigns, to erect and maintain, operate,

repair, and renew poles with the necessary supports, sustaining 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.

9. The provisions of these covenants shall be separable, 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.

10. 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.

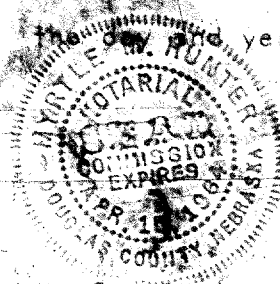
11. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof.

IN WITNESS WHEREOF the said T. H. MAENNER CO. has caused these covenants to be executed by its President, and its corporate seal affixed this 15th day of January, 1962.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 15th day of January, 1962, before me, the undersigned, a Notary Public in and for said County, personally came JOHN R. MAENNER, President of the T. H. Maenner Co., 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 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 15th day of January, 1962.



Myrtle M. Hunter
Notary Public

My Commission expires the 15th day of April, 1964.

RECEIVED

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

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Myrtle M. Hunter

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COMM. EXPIRES

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