

DECLARATION OF RESTRICTIVE COVENANTS.

KNOW ALL MEN BY THESE PRESENTS:

That T. H. Maenner, Inc., the sole fee simple owner and proprietor of all the Lots in Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, in MAENNER SOUTH, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded does hereby make, publish and declare the following conditions and provisions on all lots owned by the said T. H. Maenner, Inc., in the said Maenner South Addition, to-wit: Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Maenner South, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, for the 25 year period following the date of this instrument.

(1) 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 outbuilding erected on said premises shall conform with the general architecture of existing improvements.

(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 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.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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.

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 years from this date. If any owner of a lot or lots in said Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Maenner South, an Addition to the City of Omaha, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, firm, or corporation owning any real property situated in the said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or dues for such violation.

The foregoing covenants, restrictions, conditions and licenses shall be controlling and shall override the provisions and effect of any restrictive covenants, conditions or restrictions which have heretofore been made and recorded against the above described property and T. H. Maenner, Inc., as sole fee simple owner and proprietor of all of Block 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Maenner South, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby release the said Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, from the operation and effect of any such restrictive covenants which have before been made.

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STATE OF NEBRASKA, )  
  : SS  
COUNTY OF DOUGLAS, )

On this 6th day of August, 1954, before me, the undersigned, a Notary Public, in and for said County, personally came T. H. Maenner, President and L.A. Richards, Secretary, to me personally known to be the President and Secretary, and identical persons whose name are affixed to the above restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed as such officer, and the voluntary act and deed of the said T. H. MAENNER, Inc.

Witness my hand and Notarial Seal at Omaha, in said County the 6th day of August, A.D. 1954.

*J. J. Larson*  
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Notary Public

My Commission expires June 8, 1956

7.

ENTERED IN AMERICAN INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

6 DAY Aug

1954 at 2:46 P.M.

5375

DECLARATION OF RESTRICTIVE COVENANTS

Know all men by these presents, That T. H. Maenner, Inc., the sole fee simple owner and proprietor of all the Lots in Blocks 1 and 2, Maenner South, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded does hereby make, publish and declare the following conditions and provisions on all Lots owned by the said T. H. Maenner, Inc. in the said Maenner South addition, to-wit:

Lots One (1) to Thirty (30), Block One (1), Maenner South, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded and Lots One (1) to Thirty-four (34), Block Two (2), Maenner South, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded

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

(1) 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 outbuilding erected on said premises shall conform with the general architecture of existing improvements.

(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 four and one-half (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 two and one-half (2 1/2) feet, and shall not extend beyond the front lot line, and must be of uniform construction and architecture.

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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.

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 years from this date. If any owner of a lot or lots in said Blocks 1 and 2, Maenner South, an Addition to the City of Omaha, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, firm, or corporation owning any real property situated in the said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or dues for such violation.

The foregoing covenants, restrictions, conditions and licenses shall be controlling and shall override the provisions and effect of any restrictive covenants, conditions or restrictions which have here before been made and recorded against the above described property and T. H. Maenner, Inc. as sole fee simple owner and proprietor of all the Lots in Blocks 1 and 2 Maenner South, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, does hereby release the said Blocks 1 and 2, from the operation of any covenants, conditions, restrictions or licenses here before made.

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 28th day of October A.D., 1953, before me, a Notary Public in and for said County, personally came the above named T. H. Maenner, President and L. A. Richards, Secretary, of T. H. Maenner, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

*L. S. Cunningham*  
Notary Public

My commission expires July 8, 1956