

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, William V. Renner, President and Gentry R. Davis, Secretary of Mayfield Builders, Inc., a Nebraska Corporation, being the owners of Lots One (1) to Thirty-two (32), inclusive, Renner Gardens, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby state, publish, and declare that all the lots above described shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 25th day of January, 1973; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.
2. Each of the covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. Subject to a license granted by said Mayfield Builders, Inc., to the Northwestern Bell Telephone Co., and the Omaha Public Power District, jointly, their successors, and assigns, to erect, maintain and repair poles with supports and accessories, and to extend thereon wires for transmitting electric current, telephone, telegraph and message purposes, along the rear and side boundary lines of said lot for the use of owners and occupants of said block.
4. By accepting a deed to any of said lots the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.
5. 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.
6. Said premises shall be used and occupied for residence purposes exclusively.
7. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one single, detached dwelling, not to exceed 1 1/2 stories in height, and a private garage for not more than two cars. No building shall be located nearer to the front lot line than the building set back lines shown on the recorded plat. In any event, no building shall be located nearer than 35 feet to the front lot line or farther than 10 feet from the front lot line nor nearer than 7 feet to any side lot line. No building, except a detached garage or other outbuilding, located 25 feet or more from the front lot line shall be located nearer than 7 feet to any side lot line. No residential structure

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shall be erected or placed on any building plot which plot has an area of less than 75 hundred square feet or a width less than 64 feet at the front building set back line.

8. This property is also subject to perpetual sewer easement 10 feet wide over presently located sewer which is inside property line of lots shown on plat.

9. 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 a nuisance to the neighborhood.

10. No dwelling costing less than \$3250.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet in the case of a 1 story structure, nor less than 730 square feet in a case of a 1 1/2 story structure.

William V. Renner
Gentry R. Davis
Secretary

MAYFIELD BUILDERS, INC.



State of Nebraska:

County of Douglas:

On this 14 day of Jan, A.D., 1953, before me, a Notary Public, in and for said County, personally appeared the above named, William V. Renner and Gentry R. Davis, who are personally known to me to be the identical persons whose names are affixed to the above Declaration of Restrictive Covenants, and they acknowledge said instrument to be their voluntary act and deed, as such officers and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the date last aforesaid.

John F. Seal
Notary Public

My commission expires Oct 28 1956



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