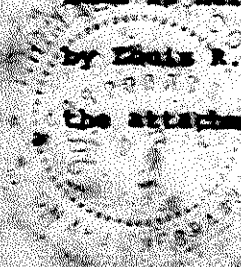



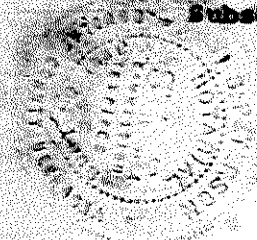
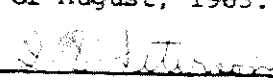
CERTIFICATE

I, the undersigned, Secretary of T. H. MAENNER, do hereby certify that a meeting of the Directors of said Company duly called and held on August 16, 1963, at which a quorum of Directors was present, the following resolution was duly adopted.

BE IT RESOLVED, that the conveyance by the Company of Lot 4, Block 15, Maenner Westbrook Addition to the City of Omaha, Douglas County, Nebraska, by a warranty deed to Keith C. Graves and Susan L. Graves and the Deed is recorded at Book 1099, page 604, and the same is hereby ratified and approved, and the execution of said Deed by Louis R. Seybold, Vice-President, and Ralph E. Barr, Secretary, and the attachment of the Corporate Seal, it is ratified and approved.



Secretary, T. H. MAENNER, CO.

Subscribed and sworn to this 20th day of August, 1963.



Notary Public

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

John P. Maenner, J. Pres.

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

John P. Maenner

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 6th day of February, 1957, before me, the undersigned, a Notary Public in and for said County, personally came John A. 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 3 day of 1962.

J. S. Larson
 Notary Public

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 6th day of February, 1957, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came John A. Maenner Vice President of the T. H. Maenner Co., to me personally 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. S. Larson
 Notary Public

My Commission expires the 3 day of 1962.

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

On this 14th day of February, 1957, before me, the undersigned, 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 1967

STATE OF FLORIDA)
) SS
 COUNTY OF PALM BEACH)

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

10. LISTED IN INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 JUL 1957 AT 3:57 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

15.25

THIS INDENTURE, made this 15th day of October 1957, between

T. H. Maenner Co.
 parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation,
 party of the second part, WITNESSETH:

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a 24" Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit:

10' in width, the centerline of which is described as follows:

Beginning at a point on the South line of Lot 1, Block 1, Maenner Westbrook Addition to the City of Omaha, which point is 43' West of the Southeast corner of said lot; thence running in a Northwesterly direction to a point on the North line of said lot, which point is 29' West of the Northeast corner of said lot.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of

ReVona C. Brownlee

T. H. Maenner Co.

John R. Maenner, VP.

STATE OF NEBRASKA)

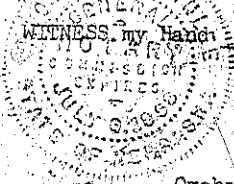
SS

COUNTY OF DOUGLAS)

On this 15th day of October, A.D. 1957, before me ReVona C. Brownlee in and for said County, personally appeared the above named John R. Maenner, Vice President of T. H. Maenner Co., parties of the first part, who are personally known to me to be the identical persons whose names are affixed to the above easement as parties thereto, and they severally acknowledged the instrument to be their voluntary act and deed.

WITNESS my Hand

the day aforesaid.



ReVona C. Brownlee
 NOTARY PUBLIC

The above easement and all provisions thereof accepted by the City of Omaha, Nebraska, this 14 day of March 1958.

Attest:

City Clerk

CITY OF OMAHA

John R. Maenner Mayor

63

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

DAY March 1958

AT

5821030

M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

275

Project No. S.O.S. 4770

Tract No. 27

Address: 16577 Nina Circle
Omaha, Nebraska 68130

BOOK 846 PAGE 438

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth J. and Patricia A. Jensen, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Seven and 64/100 Dollars (\$7.64) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary outfall sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Commencing at the Southeast corner of Lot 1, Block One, Maenner Westbrook Addition, an Addition to the City of Omaha, Douglas County, Nebraska; thence West along the South property line a distance of 50.75 feet to the point of beginning; thence continuing West along the South property line for a distance of 13.09 feet; thence Northeasterly along a straight line for a distance of 8.44 feet; thence Southeasterly along the Westerly line of existing permanent easement for a distance of 10 feet to the point of beginning.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

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PG 438-441 N 651469 DEL YK MC
OF Miss COMP 53-23530

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GEOGRAPHIC
RECORDS
DOUGLAS COUNTY, NEBR.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 11 day of July A.D., 1955

INDIVIDUAL AND PARTNERSHIP

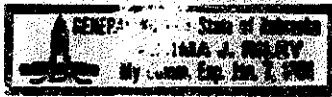
Date 3-4-83

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 4 day of March, 1988, before me, a Notary Public, in and for said County, personally came the above named: Kenneth J. Jensen, Pauline A. Jensen who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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



NOTARY PUBLIC

My Commission expires

ROW/4b: 7460u

THIS INDENTURE, made this 15th day of October 1957, betweenT. H. Maenner Co.
parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation,
party of the second part, WITNESSETH:

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a 24" Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit:

10' in width, the centerline of which is described as follows:

Beginning at a point on the South line of Lot 1, Block 1, Maenner Westbrook Addition to the City of Omaha, which point is 43' West of the Southeast corner of said lot; thence running in a Northwesterly direction to a point on the North line of said lot, which point is 29' West of the Northeast corner of said lot.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of

ReVona C. Brownlee

John R. Maenner, Jr.

STATE OF NEBRASKA

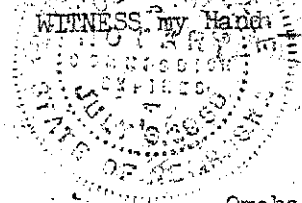
ss

COUNTY OF DOUGLAS

On this 15th day of October, A.D. 1957, before me ReVona C. Brownlee in and for said County, personally appeared the above named John R. Maenner, Vice President of T. H. Maenner Co., parties of the first part, who are personally known to me to be the identical persons whose names are affixed to the above easement as parties thereto, and they severally acknowledged the instrument to be their voluntary act and deed.

WITNESS my Hand

the day aforesaid.



ReVona C. Brownlee
NOTARY PUBLIC

The above easement and all provisions thereof accepted by the City of Omaha, Nebraska, this 14 day of March 1958

Attest:

City Clerk

CITY OF OMAHA

BY

John R. Maenner, Jr. Mayor

Project No. S.O.S. 4770
Tract No. 27
Address: 16577 Nina Circle
Omaha, Nebraska 68130

BOOK 846 PAGE 438

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth J. and Patricia A. Jansen, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Seven and 64/100 Dollars (\$7.64) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary outfall sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Commencing at the Southeast corner of Lot 1, Block One, Maenner Westbrook Addition, an Addition to the City of Omaha, Douglas County, Nebraska; thence West along the South property line a distance of 50.75 feet to the point of beginning; thence continuing West along the South property line for a distance of 13.09 feet; thence Northeasterly along a straight line for a distance of 8.44 feet; thence Southeasterly along the Westerly line of existing permanent easement for a distance of 10 feet to the point of beginning.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

6420 MISC
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PO 438-441 N 651469 DE YK MC
OF Miss Yeh COMP 53-23500

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FEB 20 1953
DOUGLAS COUNTY, NEBR.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 11 day of March A.D., 1988

INDIVIDUAL AND PARTNERSHIP

Fabricia A. Jansen

Date 3-4-88

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 4 day of March, 1988, before me, a Notary Public, in and for said County, personally came the above named: Kenneth J. Jansen
Fabricia A. Jansen
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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



Kenneth J. Jansen
NOTARY PUBLIC

My Commission expires June 7, 1991
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BOOK 747 PAGE 489

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth J. and Patricia A. Jansen, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Forty-One and No/100 Dollars (\$41.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of a storm sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

The East 50 feet of the South 10 feet of Lot 1, Block 1, Maenner Westbrook, an Addition to the City of Omaha, Douglas County, Nebraska.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: None
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 27 day of March A.D., 1985.

INDIVIDUAL AND PARTNERSHIP

X Patricia A. Jansen

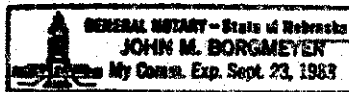
Date _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 27th day of March, 1985, before me a Notary Public, in and for said County, personally came the above named: Kenneth J. & Patricia A. Jansen, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



John M. Borgmeyer
NOTARY PUBLIC

My Commission expires _____

ROW/3b:4C

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N 65-47424
65-4694-
Comped 11
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Book 747
Page 489
of 11

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GEORGE J. BORGMEYER
REGISTERED
DOUGLAS COUNTY, NEBRASKA

2623 F Misc

Public Works
Room 601 Jack Borgmeyer

BOOK 747 PAGE 489

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth J. and Patricia A. Jansen, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Forty-One and No/100 Dollars (\$41.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of a storm sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

The East 50 feet of the South 10 feet of Lot 1, Block 1, Maenner Westbrook, an Addition to the City of Omaha, Douglas County, Nebraska.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: None
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
27 day of March A.D., 1985

INDIVIDUAL AND PARTNERSHIP

X Patricia A. Jansen

Date _____

in
the
for

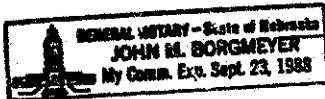
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BOOK 747 PAGE 490
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 27th day of March, 1985, before me a Notary Public, in
and for said County, personally came the above named: Kenneth J. & Patricia A.
Jansen
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the
above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for
the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



John M. Borgmeyer
NOTARY PUBLIC

My Commission expires _____

ROW/3b:4C

Fee 10.50
Del 70
Index 11/1/84
Comped 11
N 65-4744
65-4694
Comped 11
MC 11

Book 747
Page 489
of 11

RECEIVED
1985 AUG - 7 PM 3:32
GEORGE J. BURGMEYER
RECEIVED AT LEWIS
DOUGLAS COUNTY, NEBR.

2623 F Misc

Public Works
Room 601 Jack Borgmeyer

DECLARATION OF RESTRICTIVE COVENANTS

342 409

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) through Ten (10); and the North Thirty-five (35) feet of Lot Eleven (11), Block Seven (7); Blocks Nine (9); Thirteen (13); Fourteen (14); Fifteen (15); Twenty (20); Twenty-one (21); Twenty-two (22); and Lots One (1) through Eleven (11), and the North Twenty (20) feet of Lot Twelve (12), Block Eight (8) Maenner Westbrook Addition

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 out-building 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 4 1/2 feet, and must be of uniform construction and architecture. No fences shall be permitted forward of the front line of the house.

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.

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.

T. H. MAENNER CO.

Attest:

Secretary

By

President

STATE OF NEBRASKA,)

) ss.

County of Douglas)

On this 22 of April, A.D., 1939

before me, a Notary Public in and for said County, personally came the above named

John A. Maenner President, and Ralph A. Burt Secretary, of T. H. Maenner Co.

who are personally known to me to be the identical persons whose names are affixed to the above Deed 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.

Notary Public.

My commission expires July 6, 1944

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

12 21 May 1939

157-158

THOMAS J. O'CONNOR, REGISTER OF DEEDS

50 75

*Covenants & Easements
Setbacks & Easements
Remain Enforced*

218 103

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That T. H. Maenner Co., a corporation, Robert J. Mierendorf, R. J. Hanks, W. Russell Powie, 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.

STATE OF NEBRASKA)

1-33

COUNTY OF DOUGLAS)

On this 6th day of February, 1957, before me, the undersigned, a Notary Public in and for said County, personally came John A. Geller, Vice President

John A. Walker

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 18 day of June 1962

J. J. Larson

Notary Public

STATE OF NEBRASKA)

22

COUNTY OF DOUGLAS)

On this 21st day of February, 1957, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came James H. Hester, Sr.,

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. L. Larson

Notary Public

My Commission expires the 11 day of March 1982

FLORIDA

STATE OF ~~MISSISSIPPI~~

PALM BEACH SS

COUNTY OF ~~BRUNSWICK~~

On this 19th day of February, 1957, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came T. H. MAENNER

T. H. MAENNEG

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

Notary Public

My Commission expires the 20th day of July 1967

STATE OF ~~FLORIDA~~

32

COUNTY OF PRINCE GEORGE

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

10. ENTERED BY NUMERAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 DAY Feb 1957 AT 3:57 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS