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DECLARATION OF RESTRICTIVE COVENANTS

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.

By _____
President

Attest: _____
Secretary

STATE OF NEBRASKA,)
) ss.
County of Douglas)

On this _____ of _____ A.D., 19____, before me, a Notary Public in and for said County, personally came the above named _____ President, and _____ 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, 1954

ENTERED IN ADDITIONAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 50 75

28 DAY May 1951 12:20 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

EASEMENT

* * * * * * * * * * * *

KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of $1 and other good and valuable consideration in hand paid to T. H. MAENNER CO., a Nebraska corporation, receipt of which is hereby acknowledged, it does hereby grant, bargain, sell, and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 21 OF DOUGLAS COUNTY, NEBRASKA, its successors and assigns, a right-of-way over and across the following-described real estate in Douglas County, Nebraska, to-wit:

> The westerly fifteen feet (15') of Lots One (1) through twenty-four (24), inclusive, Block Twenty-two (22), and Lots One (1) through Nine (9), inclusive, Block Eight (8), and across the northerly five feet (5') of Lot Ten (10), Block Eight (8), and the northerly five feet (5') of Lot Three (3), Block Twenty-two (22), and the southerly five feet (5') of Lot Two (2), Block Twenty-two (22), all in Maenner Westbrook Addition, an addition in Douglas County, Nebraska,

together with the right to install, maintain, and repair a sanitary sewer line and such man-holes and other appurtenances as said District shall determine may be necessary, and a pumping station to be located within the said easement on Lots 9 and 10, Block 8; and the said Grantee and its successors and assigns, shall have the right to do all things that may be necessary for the enjoyment of the rights herein created, including the reasonable right of ingress and egress over and across said land for inspection, maintenance, and repairs; PROVIDED, HOWEVER, that the said grantor and its successors and assigns, shall be permitted to use said right-of-way for back and side yard purposes, but they shall not construct any building thereon other than a temporary building without a permanent foundation; and PROVIDED, FURTHER, that in the use of said easement the grantee, and its successors and assigns, agrees that upon the entry upon said easement, or any part thereof, it will replace the premises in the same or similar condition that

existed at the time of said entry, including the replacement and restoration of any fences, gardens, shrubs, trees, play equipment, or other improvements permitted on said right-of-way.

IN WITNESS WHEREOF the said grantor has caused these presents to be executed by its President and its corporate seal attached hereto, at Omaha, Nebraska, this _____ day of May, 1959.

T. H. MANNER CO., a Nebraska corporation.

By _____ President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of May, 1959, before me, the undersigned, a Notary Public in and for said County, personally came JOHN R. MANNER, President of the T. H. MANNER CO., to me personally known to be the President and the identical person whose name is affixed to the above Easement, 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. MANNER CO., and that the Corporate seal of the said T. H. MANNER 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 1st day of September 1962.

_____ Notary Public

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T. H. MAENNER CO.

By _____
President

Attest: _____
Secretary

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) ss.
County of Douglas)

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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 afore said.

_____
Notary Public.

My commission expires _____