

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, William V. Renner, President and Centry 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 40 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 80 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 which shall not be on an area of less than 75 hundred square feet or a plot less than 25 feet in the front building set back line.

8. This property is also subject to easement over easement 10 feet wide over presently located sewer which is located generally 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 750 square feet in a case of a 1 1/2 story structure.

William V. Renner
Gentry R. Davis

MAYFIELD BUILDERS, INC.



State of Nebraska:

ss

County of Douglas:

On this 14 day of Jan, A.D., 1953, before me, a Notary Public, in and for said County, personally seen the above named, William V. Renner and Gentry R. Davis, who are officers of Mayfield Builders, Inc. and they acknowledge said instrument to be their voluntary act and deed, as said officers and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the date last aforesaid.

John F. Lund
Notary Public

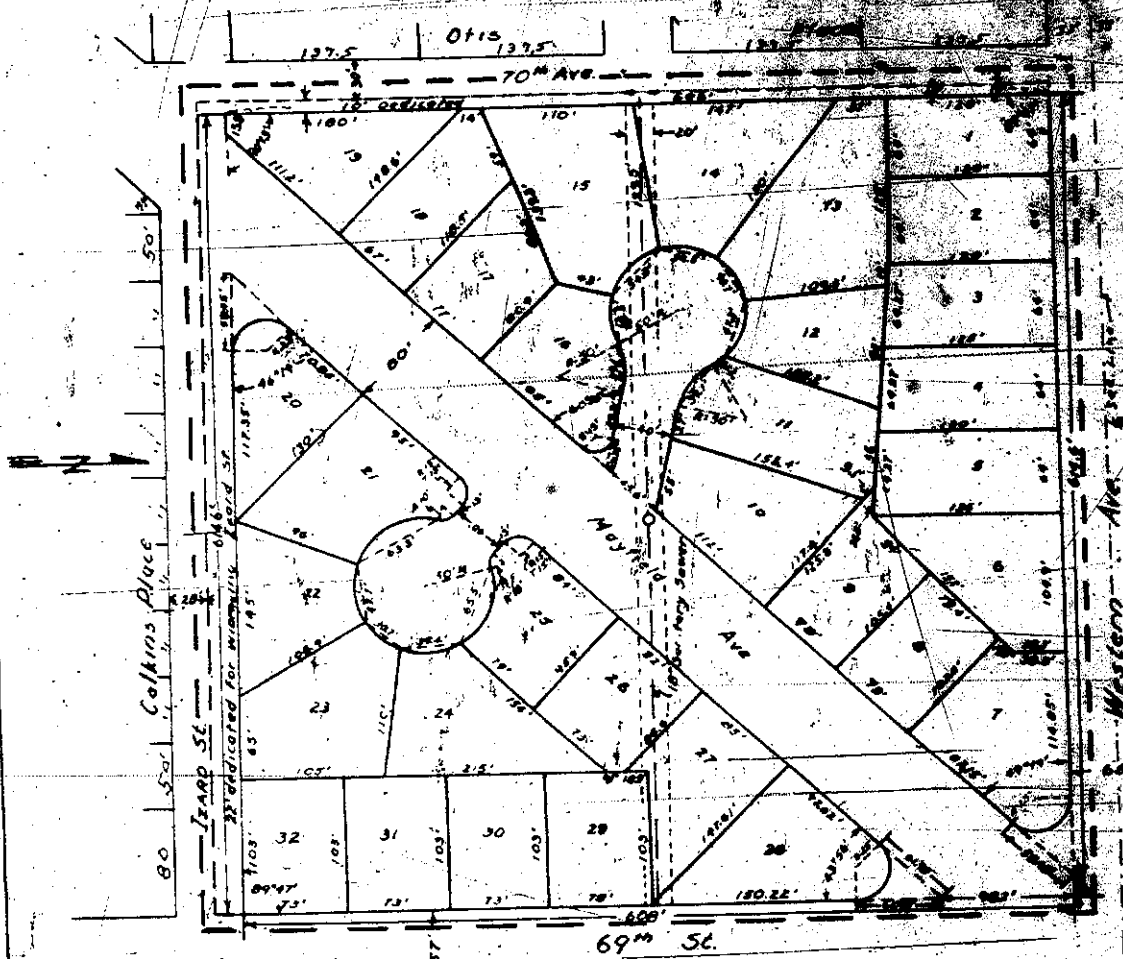
My commission expires Oct 28 1956



8. 20 Jan 53 3:58 P.M. 10. 25

BOOK 919 pg 173

RDENS
A SUBDIVISION OF LOTS 3... IN THE SW
BEING lots 1... NE PENN
SCALE 1"=100' ST. 57... TOWNSHIP



APPROVAL OF CITY ENGINEER OF OMAHA

I here by approve this plat of Renner Gardens on this 22 day of Oct 1952

B. F. [Signature]
City Engineer

COUNTY TREASURER'S CERTIFICATE

This is to certify that the records of my office show no regular or special taxes due or delinquent upon the property described in the Surveyor's Certificate on this plat as of 10/22/52

[Signature]
County Treasurer

OMAHA CITY COUNCIL'S APPROVAL

This plat of Renner Gardens was approved and adopted by the City of Omaha this 17th day of October 1952

Attest: *[Signature]*
CITY CLERK



1/2 OF SECTION 13, T-15-N, R-12-E OF THE CITY OF
N.E. CASPER
October 1952

SURVEYOR'S CERTIFICATE

I hereby certify as follows: That I have surveyed and staked with iron pins the lot, lots, streets and alleys, both including, excluding, and otherwise as shown on this plat, and said Reiner Gardens is a new division of land in the South West 1/4 of Section 13, Township 15 North, Range 12 East, 6th P.M., Douglas County, Nebraska, as shown on this plat, and said plat is a true and correct copy of the original plat of October A.D. 1952.



DEDICATION

Know to all men by these presents that the Mayfield Builders, a Nebraska Corporation, owner and proprietor of the property described in the Surveyor's Certificate above on this plat has caused said property to be sub-divided into lots, streets and Avenue, as shown on this Plat and hereafter to be known as Reiner Gardens, and said Corporation does here by dedicate to the public for public use, the land for Davis Avenue and Lund Avenue, and also dedicates 22 feet for the widening of Isart Street and 10 feet for the widening of 70 Ave. And we hereby covenant to restrict all permanent buildings to be not closer than 10 feet of the center line of existing sanitary sewer as shown on this Plat.

In witness whereof, the said property owner has caused this dedication to be signed by its President and Secretary and its corporate seal hereunto affixed in accordance with the resolution of the Board of Directors of said Corporation, this 20th day of October A.D., 1952.

MAYFIELD BUILDERS INC
By William V. Renner Pres
Attest John F. Lund Sec



ACKNOWLEDGEMENT

State of Nebraska } ss
County of Douglas }
On this 20th day of October A.D. 1952, before me, a Notary Public duly Commissioned and qualified in and for said County personally came William V. Renner President, and John F. Lund Secretary of Mayfield Builders Inc., who are personally known to me the identical persons whose names are affixed to the above plat on this plat as President and Secretary of said Corporation and they acknowledged the signing of said Dedication to be their own voluntary act and deed and the voluntary act and deed of said Corporation. Witness my hand and official seal of OMAHA, NEBRASKA, this 20th day of the date last aforesaid.

My commission expires on the 15th day of Oct, 1952

APPROVAL OF OMAHA CITY PLANNING COMMISSION

THIS Plat of Reiner Gardens was Approved by the Omaha City Planning Commission on the 22nd day of October, 1952.
Harold J. Reed
Chairman

43.

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

29 DAY October 1952

Renner Gardens

Plat and Dedication
Filed 10-27-52, in Book 919 at Page 178, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info.

Dedicate to the public for public use the land for Davis Ave & Lund Ave
and also dedicates 22ft for the widening of Tzard Street and 10ft
for the widening of 70 Ave and we hereby covenant to restrict all perm
Building to be not closer than 10ft of the center line of existing sanitary
sewers

- Declaration of Covenants, Conditions, Restrictions and Easements,
 - Restrictive Covenants
 - Protective Covenants
- or

Filed 12-5-53, in Book 275 at Page 445, Instrument No. _____

- Omaha Public Power District,
 - U.S. West Communications
 - Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
and /or

to erect, maintain, repair poles with supports and accessories
for utility, installation and maintenance
on, over, through, under and across

or
and to extend thereon wires for transmitting electric current, telephone
a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Along the rear and side boundary lines of said lot for the
use of owners and occupancy of said block
also a perpetual sewer eas. 10ft wide over presently located sewer which
is inside

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____
Property line
of lots