

MISCELLANEOUS RECORD No. 11

ANDERSON REALTY CO., INC. :
TO
WHOM IT MAY CONCERN :
Res. \$1.45 Pd. :

Filed December 2, 1941, at 9:30 o'clock A. M.

Bess D. Dwyer
County Clerk

R E S O L U T I O N

WHEREAS, ANDERSON REALTY CO., INC., a corporation, heretofore on or about August 15, 1941, executed and acknowledged Protective Covenants relating to Lots 1 to 23 inclusive, in Airview, an addition to the Village of Fort Crook, Sarpy County, Nebraska, and said Protective Covenants appear of record August 15, 1941 in Book Miscellaneous 10, Page 684 of the records of Sarpy County, Nebraska, and

WHEREAS, by inadvertance and mistake said Protective Covenants therein provide as follows:

"In any event no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 23 feet to any side street line; except that on lots one (1), two (2), three (3), and sixteen (16). No building shall be located nearer than twenty (20) feet to the front lot line, nor nearer than 23 feet to any side street line," and

WHEREAS, it appears that the said Protective Covenants are not entirely adapted to the above described property, for the reason that especially as applies to Lot 16 it would have been improper and inadvisable from a landscaping point of view to have the closest part of the house 20 feet to the front lot line, and that therefore the covenants were adopted by inadvertance and mistake.

NOW, THEREFORE, BE IT RESOLVED that the said Protective Covenants be and the same hereby are modified and amended so that the above quoted language shall be amended and modified so that as amended it shall read as follows:

FEDERAL HOUSING ADMINISTRATION	
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Cash	Check

"In any event no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 23 feet to any side street line; except that on lots one(1), two (2), three (3) and sixteen (16), no building shall be located nearer than 18 feet to the front lot line, nor nearer than 23 feet to any side street line."

ANDERSON REALTY COMPANY CORPORATE
SEAL FORT CROOK, NEBRASKA *

and that as amended said Protective Covenants shall be in full force and effect, and they are hereby ratified and confirmed as amended hereby, and the said amendment shall be in force and effect upon and after the date of recordation of this Resolution so amending said covenants.

STATE OF NEBRASKA)
(ss:
COUNTY OF DOUGLAS)

Carrie Grace being duly sworn, deposes and says that she is Secretary of Anderson Realty Co., Inc., a Nebraska corporation, and as such Secretary has charge of the books of said corporation, and FURTHER CERTIFIES that at a meeting of the Board of Directors of said corporation upon the 19th day of November, 1941, said corporation by unanimous vote of the Directors adopted the original of the foregoing Resolution, amending and modifying the Protective Covenants therein described, AND IT IS FURTHER CERTIFIED that said Resolution is in full force and effect without modification or rescission, and that the foregoing is a copy of said Resolution as adopted and now in full force and effect.

Carrie Grace
Secretary

SUBSCRIBED in my presence and sworn to before me this 19th day of November, 1941.

ANNE S. SCHWARTZ NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES APR. 15, 1947 *

Anne S. Schwartz
Notary Public

BREWER-KORISKO FUNERAL HOME :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

Filed December 3, 1941, at 9 o'clock A. M.

Bess D. Dwyer
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots to be used for residence purposes only. No structure shall be erected, altered, placed, or permitted to remain on any lot, other than one,

MISCELLANEOUS RECORD No. 11

THE PAVILLION TIMES PAVILLION, NEBR. (10271-2)
detached, single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

No building shall be located on any of these lots nearer than 25 feet to the front lot line.

No building, except a garage or other outbuilding, located 60 or more feet from the front lot line, shall be nearer than 5 feet to any side lot line.

No residence shall be erected or placed on any of these lots which lot has an area of less than 4,500 square feet nor a width of less than 45 feet at the front building set-back line.

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.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$2,500 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 500 square feet in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 other dues for such violation.

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.

DATED: . Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska..

FEDERAL HOUSING ADMINISTRATION	
RECEIVED	
OCT 23 1941	
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Cash	Check

By Brewer-Korisko Funeral Home
By Jerome Korisko
Owner.

Approved and signed as to Lots 1, 2, 3, 10 and 11 Blk 250 Village of Bellevue, Sarpy County, Nebraska.

BELLEVUE HOMES, INC.

Brewer-Korisko Funeral Home

By Jerome Korisko
Owner.

(Verification)

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS } ss

On this 7 day of October, 1941, before me, Ralph E. Bragonier, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Jerome Korisko to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be his voluntary act and deed.

WITNESS MY hand and seal at Omaha, in said County, the day and year last above written.

RALPH E. BRAGONIER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 3, 19 *

Ralph E. Bragonier
Notary Public
My commission expires 3-3-1945

BELLEVUE HOMES, INC. :
To :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60pd :

Filed December 3, 1941, at 9 o'clock A. M.

Bruce D. Stetson
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots to be used for residence purposes only. No structure shall be erected, altered, placed, or permitted to remain on any lot, other than one, do-