

MISCELLANEOUS RECORD No. 11

persons or corporations, and especially to the exclusion of Security Realty Company, and that I was in such possession of the said lots and vacated portions of streets to the 9th day of April, 1941.

Robert P. Hume

Subscribed and sworn before me this 24th day of October, 1941.

H. W. FISCHER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 31, 1942 *

H. W. Fischer
Notary Public

KOZY HOMES INC. :
TO :
WHOM IT MAY CONCERN :
PROTECT. COVENANTS \$2.00 Pd. :

Filed October 29, 1941, at 10 o'clock A. M.

B. J. Oster
County Clerk

PROTECTIVE COVENANTS
WHOM IT MAY CONCERN

RECEIVED	
OCT. 18, 1941	
Fee	Sch. #
By	
Check	

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, detached, single-family dwelling, not to exceed 1½ 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 35 feet to the front lot line.

No building, except a garage or other outbuilding, located 80 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 6,000 square feet nor a width of less than 47 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 any 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 550 square feet in the case of a one-story structure or 500 square feet in case of a 1½ 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 provisions which shall remain in full force and effect.

DATED; October 17-1941 Covers all vacant lots in Blocks 307, 308, 309, 293, 280, Village of Bellevue, Sarpy County, Nebraska.

KOZY HOMES, INC.*
CORPORATE SEAL *

Kozy Homes, Inc.
Owner
Joe C. Larson, President

Approved and signed as to Blocks 307, 308, 309 Village of Bellevue, Sarpy County, Nebraska.
Kozy Homes, Inc. Owner
Joe C. Larson, Pres.

MISCELLANEOUS RECORD No. 11

Approved and signed as to Blocks 293 and 280 Village of Bellevue, Sarpy County, Nebraska.

Miles J. Ellis
Owner, A single Man

Approved and signed as to Village of Bellevue, Sarpy County, Nebraska

Miles J. Ellis
Owner, a Single Man

STATE OF NEBRASKA)

(ss.

COUNTY OF Douglas)

On this 16 day of October, 1941, Before me, H. W. Fischer, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Joe C. Larson, President of Kozy Homes, Inc. to me known to be the identical person described in and whose name is affixed to the foregoing instrument as president, and acknowledged said instrument to be his voluntary act and deed, and the voluntary act and deed of the said Corporation.

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

H. W. Fischer
Notary Public

H. W. FISCHER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 31, 1942 * My commission expires July 31 - 1942

STATE OF NEBRASKA)

(ss.

COUNTY OF Douglas)

On this 17th day of October, 1941, before me, H. W. Fischer, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Miles J. Ellis 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 Douglas County, the day and year last above written.

H. W. Fischer
Notary Public

H. W. FISCHER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 31, 1942 * My commission expires July 31-1942

HARRY H. BILBY : filed November 1, 1941, at 10:45 o'clock A. M.
TO :
WHOM IT MAY CONCERN: *Ben A. Collins*
AFF. \$.90 Pd. : County Clerk

STATE OF NEBRASKA)

(ss.

AFFIDAVIT

County of Sarpy,)

Harry H. Bilby, being first duly sworn on oath, says that he was well acquainted with Barton L. Andrews, who owned Lots One (1) and Two (2) in Block Six (6) in First Addition to Randolph's Place, and addition to South Omaha in Sarpy County, Nebraska, and who is named as grantee in a warranty deed dated August 24th, 1926 and filed on record with the County Clerk of Sarpy County, Nebraska on the 25th day of August, 1926, and recorded in Deed Record 53 at page 427 of the Deed Records of said County wherein he conveyed said property to Harry H. Bilby, and that upon said date of August 24th, 1926 this affiant knows that said Barton L. Andrews was an unmarried man, and that he remained unmarried until the 2nd day of October, 1926.

Harry H. Bilby

Subscribed in my presence and sworn to before me this 1st day of November, 1941.

SEAL OF THE COUNTY COURT *
SARPY COUNTY, NEBRASKA *

Harvey A. Colling
County Judge