

MISCELLANEOUS RECORD No. 11

any 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: Oct. 6-41: Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Bertha H. Olson
Owner.

Approved and signed as to Lots (9) Nine (10) Ten (11) Eleven (12) Twelve, Elk (178) One Hundred Seventy eight Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Bertha H. Olson
Owner.

(Verification)
STATE OF NEBRASKA)
COUNTY OF SARPY) ss

On this 6 day of October, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Mrs. Bertha H. Olson, to me known to be the person whose name is affixed to the foregoing instrument, and acknowledged said instrument to be her voluntary act and deed.

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

A. B. Bachelder
Notary Public
My commission expires Dec. 1-1942

A. B. BACHELDER, NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

BELLEVUE DEVELOPMENT ASS'N. : Filed December 3, 1941, at 9 o'clock A. M.
TO :
WHOM IT MAY CONCERN :
Protective Covenants \$2.60 Pd. :
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, 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

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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.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 BY Bellevue Development Ass'n.
Blk 195. F. Pace Woods, Sec. Treasurer

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

BELLEVUE DEVELOPMENT ASSOCIATION
CORPORATE SEAL

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this ____ day of ___, 1941, before me, ___, a Notary Public, duly appointed and qualified for and residing in said County, personally appeared ___, 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 her voluntary act and deed.

Witness my hand and seal at Bellevue, in said County, the day and year last above written.

My commission expires ____.

Notary Public

STATE OF NEBRASKA)
LANCASTER COUNTY,) ss.

On this 14th day of October 1941, before me, the undersigned, a Notary Public in and for said County, personally came F. Pace Woods, Secretary-Treasurer of the BELLEVUE DEVELOPMENT ASSOCIATION, to me personally known to be the Secretary-Treasurer and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said BELLEVUE DEVELOPMENT ASSOCIATION, and that the Corporate Seal of the said BELLEVUE DEVELOPMENT ASSOCIATION was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln, in said county the day and year last above written.

My Commission expires the 21st day of May, 1947.

Nell G. Anderson
Notary Public.

NELL G. ANDERSON NOTARIAL SEAL*
LANCASTER COUNTY, NEBRASKA *
COMMISSION EXPIRES MAY 21, 1947*

GEORGE F. RUSHART, ETAL :
vs. :
E. C. HEATH, ETAL :
Lis Pendens \$.50 Pd. :

Filed December 3, 1941, at 9:30 o'clock A. M.

Brady D. Jew
County Clerk

LAW OFFICES
ELICK, FITZGERALD & SMITH
OMAHA

NOTICE OF LIS PENDENS

Notice is hereby given that a petition has been filed in the District Court of Sarpy County, Nebraska, wherein George F. Rushart, Irma Fischer and Frederick Fischer are plaintiffs and E. C. Heath; ___ Heath, first and real name unknown, wife of E. C. Heath; Harley P. Mathewson; Mary M. Mathewson; Edward S. Mathewson; ___ Mathewson; first and real name unknown, wife of Edward S. Mathewson; Carlton B. Mathewson; ___ Mathewson, first and real name unknown, wife of Carlton B. Mathewson; Mary H. Hoke; ___ Hoke, first and real name unknown, husband of Mary H. Hoke; Hannah P.