

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: Oct 7-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

Approved and signed as to Lot 12 Block 249 Village of Bellevue, Sarpy County, Nebraska.
By A. R. Brothers
Owner.

(Verification)
STATE OF NEBRASKA)
COUNTY OF SARPY } ss
By Owner

On this 7 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Andrew Brothers 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 LaPlatte, in said Sarpy County, the day and year last above written.

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

My commission expires Dec. 1 - 42

11-102

MRS. BERTHA H. OLSON
TO :
FROM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd.:
Filed December 3, 1941, at 9 o'clock A. M.

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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

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, the identical 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 NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

A. B. Bachelder

Notary Public

My commission expires Dec. 1-1942

BELLEVUE DEVELOPMENT ASS'N. :

TO :

WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

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

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 tem-

11-94

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

Filed December 2, 1941, at 9:50 o'clock A. M.

Carrie Grace
County Clerk

RESOLUTION

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 Alvirley, 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 inadvertence 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 25 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 25 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 inadvertence 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			
RECEIVED			
NOV 21 1941			
Fee		From	By
			Sch #
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 25 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 25 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)
COUNTY OF DOUGLAS) ss:

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 * My commission expires April 15, 1947.

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

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

Carrie Grace
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 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		
Fee		Sch #
Prep		By
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

BELLE VUE HOMES, INC.
To :
FROM IT MAY CONCERN :
Protect.Covenants \$2.60 each

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

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

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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. Invalidaton 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			
Fee		Sch #	
Prem			
Cash	Check	By	

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. Bregonter, 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. BRAGONTER, NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 3, 19 *

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

11-97

BELLE VUE HOMES, INC.

TO :
FROM IT MAY CONCERN :
Protect. Covenants \$2.60 per lot

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

Bellevue
County Clerk

PROTECTIVE COVENANTS
When 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, and structure shall be erected, altered, placed, or permitted to remain on any lot.

MISCELLANEOUS RECORD No. 11

tached, 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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.

By _____ Owner.

Approved and signed as to Lots 4 5 6 7 8 & 9 Block 194 Village of Bellevue, Sarpy County,

Nebraska.

ANNA K. BOETEL, NOTARIAL SEAL *

DOUGLAS COUNTY, NEBRASKA *

COMMISSION EXPIRES AUG. 26, 1945 *

(Verification)

STATE OF NEBRASKA)

COUNTY OF Douglas) ss

On this 7 day of Oct, 1941, before me, Anna K. Boetel, a Notary Public duly appointed and qualified for and residing in said County, personally appeared James J. Woods, Secy. Treas. 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.

ANNA K. BOETEL, NOTARIAL SEAL *

DOUGLAS COUNTY, NEBRASKA *

COMMISSION EXPIRES AUG. 26, 1945 *

My commission expires Aug. 26-1945
Anna K. Boetel
Notary Public

MRS. WILLIE CLIFFORD BUSH, ETAL :
TO
WHOM IT MAY CONCERN

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

R. m. D. W.

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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. Irrevocation 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.

By _____
Owner.

Approved and signed as to Lots 4 5 6 7 8 & 9 Block 194 Village of Bellevue, Sarpy County,

Nebraska.

BELEVUE HOMES, INC.

ANNA K. BOETEL, NOTARIAL SEAL *

By James J. Woods Secy. Treas.

DOUGLAS COUNTY, NEBRASKA *

Owner

COMMISSION EXPIRES AUG. 26, 1945 *

(Verification)

STATE OF NEBRASKA }

COUNTY OF Douglas) ss

On this 7 day of Oct, 1941, before me, Anna K. Boetel, a Notary Public duly appointed and qualified for and residing in said County, personally appeared James J. Woods, Secy. Treas. 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.

ANNA K. BOETEL, NOTARIAL SEAL *

Anna K. Boetel

DOUGLAS COUNTY, NEBRASKA *

Notary Public

COMMISSION EXPIRES AUG. 26, 1945 *

My commission expires Aug. 26-1945

11-28

MRS. WILLIE CLIFFORD BUSH, ETAL :

Filed December 5, 1941, at 9 o'clock A. M.

To

WHOM IT MAY CONCERN :

Beate Miller
County Clerk

Protect. Covenants \$2.60 Pd. :

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

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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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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: 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. Willie Clifford Bush
Owner

Approved and signed as to Lot 1, 2, 3, 4, 5 and 6 in Blk. 178 Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Willie Clifford Cox
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. Willie Clifford Cox 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 Sarpy County, the day and year last above written.
A. B. BACHELDER NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *
My commission expires Dec 1-42

CARL CARLSON
TO
WHOM IT MAY CONCERN
Protect. Covenants \$2.50 Pd.:

Filed December 5, 1941, at 9 o'clock A. M.

W. B. Bachelder
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the following described property is herewith made subject to the restrictions

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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: 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. Willie Clifford Bush
Owner
Approved and signed as to Lot 1, 2, 3, 4, 5 and 6 in Blk. 178 Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Willie Clifford Cox
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. Willie Clifford Cox 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 Sarpy County, the day and year last above written.

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

A. B. Bachelder
Notary Public
My commission expires Dec 1-42

CARL CARLSON
TO
WHOM IT MAY CONCERN
Protect. Covenants \$2.60 Pd.:

PROTECTIVE COVENANTS
Whom It May Concern

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

County Clerk

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

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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that the covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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: Oct. 6 - 1941. Covers all vacant lots in Blocks 195, 194, 178, 176, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Carl Carlson
Owner.

Approved and signed as to All of Block 251, Village of Bellevue, Sarpy County, Nebraska.

By Carl Carlson
Owner.

(Verification)

STATE OF NEBRASKA)

COUNTY OF SARPY } ss

On this 6 day of October, 1941, before me, A. B. Bechelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Carl Carlson 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 Bellevue, in said Sarpy County, the day and year last above written.

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

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

11-100

DOROTHY M. COCKRELL, ETAL :
TO : Filed December 3, 1941, at 9 o'clock A. M.

WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

PROTECTIVE COVENANTS
Whom It May Concern

Carl Carlson
County Clerk

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

MISCELLANEOUS RECORD No. 11

be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trellier, 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: 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 Dorothy M. Cockrell
Owner.
Approved and signed as to 5 & 6 Blk 196, Village of Bellevue, Sarpy County, Nebraska.
By W. L. Cockrell
Owner.

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

On this 6 day of Oct, 1941, before me, A. B. Bacheider, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Dorothy M. Cockrell & W. L. Cockrell 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 their voluntary act and deed.

WITNESS my hand and seal at Bellevue, in said Sarpy County, the day and year last above written.
A. B. Bacheider
Notary Public
My commission expires Dec 1 - 1942

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

A. R. BROTHERS :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

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

PROTECTIVE COVENANTS
Whom It May Concern
Dorothy M. Cockrell
County Clerk

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

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 Dorothy M. Cockrell

Approved and signed as to 5 & 6 Blk 196, Village of Bellevue, Sarpy County, Nebraska.

By W. L. Cockrell
Owner.

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

On this 6 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Dorothy M. Cockrell & W. L. Cockrell 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 their 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 *

11-101

A. R. BROTHERS

TO

WHOM IT MAY CONCERN

Protect. Covenants \$2.60 Pd.:

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

PROTECTIVE COVENANTS
Whom It May Concern

Chas. A. L. L.
County Clerk

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.

MISCELLANEOUS RECORD No. 11

Notarially acknowledged and signed by the parties to the foregoing instrument.

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: Oct 7-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By A. R. Brothers
Owner.

Approved and signed as to Lot 12 Block 249 Village of Bellevue, Sarpy County, Nebraska.

By _____
Owner

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

On this 7 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Andrew Brothers 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 LePlatte, in said Sarpy County, the day and year last above written.

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

A. B. Bachelder
Notary Public
My commission expires Dec. 1 - 42

MRS. BERTHA H. OLSON :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :
----- ^

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

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 portions of adjacent lots shall be used for the purpose of this instrument.

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me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

Witness my hand and Seal the day and year last written.

Rex B. Elwood Notary Public

REX B. ELWOOD NOTARIAL SEAL *
DOUGLAS COUNTY NEBRASKA *
COMMISSION EXPIRES JUNE 4, 1943 *

My Commission expires the 6 day of June, 1943.

GRANT CHASE

TO :
WHOM IT MAY CONCERN :
Att. \$.75 Pd. :

Filed September 8, 1942 at 1 o'clock P.M.

County Clerk

STATE OF NEBRASKA :
County of Sarpy : SS.

Grant Chase, of lawful age, being first duly sworn on oath, deposes and says that he has been a resident of Sarpy County for more than seventy-five (75) years; that he was well acquainted with Elize, also known as Elizabeth Cahill, widow of Daniel Cahill whose estate was probated in Sarpy County, Nebraska on March 14, 1906, and knows of his own personal knowledge that the said Eliza also known as Elizabeth Cahill, has been dead for many years. All to the certain knowledge of this affiant.

Grant Chase

Subscribed in my presence and sworn to before me this 7th day of September, 1942.

Tom Dooley
Notary Public

TOM DOOLEY NOTARIAL SEAL *
SARPY COUNTY NEBRASKA *
COMMISSION EXPIRES JAN. 17, 1948 *

WILLIAM J. FITZPATRICK ET AL :

TO :

WHOM IT MAY CONCERN :

Protect. Covenants \$1.55 Pd. :

Filed September 10, 1942 at 4 o'clock P.M.

PROTECTIVE COVENANTS

County Clerk

THESE COVENANTS are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change 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 of 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 17 feet to any side street line. No building, except a detached garage or

MISCELLANEOUS RECORD No. 11

other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenances shall be erected on any lot farther than 40 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than 45 feet at the front building setback line, as shown on the recorded plat..

D. 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.
E. 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.

F. No dwelling costing less than \$2,000.00 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 40 square feet in the case of a one-story structure, and 360 square feet in the case of a 2 or two-story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

APPROVED and SIGNED as to Lots 4-5-6 Block 126 all in the Village (now City) of Bellevue, Sarpy County, Nebraska, this 5 day of September 1942.

Willelm J. Fitzpatrick
Daisy Fitzpatrick

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

On this 5 day of August, 1942, before me the undersigned, a notary public duly commissioned and qualified in and for said county, personally came Willelm J. Fitzpatrick and Daisy Fitzpatrick to me, one of the identical person whose name are affixed to the foregoing instrument, and signed upon the same to be their voluntary act and deed.

WITNESS my hand and notarial seal at Bellevue Nebr. in said county, the date aforesaid.

W. L. Cockrell
Notary Public

My commission expires March 15, 1948.
Approved and signed as to lots 1 & 2, Block 126, Village of Bellevue, Sarpy County, Nebraska.

By Wm. Parkinson, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 9th day of Sept. 1942, before me the undersigned, a Notary Public, duly commissioned and qualified and residing in said county, personally came Wm. Parkinson, Trustee, to me known to be the identical persons whose names is affixed to the foregoing instruments and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial seal the day and year last above written.

Anne S. Schwartz
Notary Public

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

My commission expires April 15, 1947.

HERBERT H. LIENEMANN :
TO :
ARTHUR H. LIENEMANN :
Power of Atty. \$.90 Pd. :

Filed September 12, 1942 at 10 o'clock A. M.

KNOW ALL MEN BY THESE PRESENTS:

Arthur H. Lienemann
County Clerk

THAT I, Herbert H. Lienemann have made, constituted and appointed, and by these presents do make, constitute and appoint Arthur H. Lienemann, whose signature appears immediately following Arthur H. Lienemann true and lawful attorney for me and in my behalf, name, place and stead to execute for me and in my stead all papers, documents, instruments, receipts, conveyances, mortgages, deeds and all other documents or instruments or papers that may be necessary and which I if present could execute.

To collect any and all monies, property and things of value for me and in my stead and to re-

RELEASE OF RESTRICTIONS AND PROTECTIVE COVENANTS.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE RECORD OWNERS OF LOTS 9 AND 10, IN BLOCK 105; LOTS 10, 11 AND 12, IN BLOCK 128; LOTS 7, 8 AND THE EAST 32 FEET OF LOT 9, IN BLOCK 128; AND THE WEST 14 FEET OF LOT 9, IN BLOCK 128, ALL IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, FOR AND IN CONSIDERATION OF THE MUTUAL RELEASE OF EACH OWNER DO HEREBY AND FOREVER, RELEASE, WAIVE AND DISCHARGE ALL RESTRICTIONS, INCLUDING BUT NOT LIMITED TO TYPE OF BUILDING, SET-BACK, USE AND AREA, CONTAINED IN CERTAIN PROTECTIVE COVENANTS, DATED JULY 9, 1942 AND RECORDED IN MISCELLANEOUS BOOK 11, PAGE 386 OF THE RECORDS IN THE OFFICE OF THE COUNTY CLERK OF SARPY COUNTY, NEBRASKA, SAID ABOVE DESCRIBED LOTS BEING ALL THE LOTS CONTAINED IN SAID PROTECTIVE COVENANTS BORDERING ON AND ADJACENT TO LOT 9, IN BLOCK 128.

IN BEING THE INTENTION OF ALL PARTIES HERETO, THAT THE SAID PROTECTIVE COVENANTS BE RELEASED OF RECORD FOREVER AS THE SAME PERTAIN TO OR EFFECT THE PROPERTY OF THE UNDERSIGNED OWNERS AND CONTAINED THE PROTECTIVE COVENANTS INSTRUMENT.

THIS WAIVER AND RELEASE TO BE BINDING ON THE UNDERSIGNED HEIRS, SUCCESSORS, GRANTEEES AND ASSIGNS.

DATED THIS 9 DAY OF MARCH, 1960.

<u>H. M. DELL</u> <u>H. M. DELL</u> DORIS L. DELL	<u>EMMA B. CHANDLER, WIDOW</u> OWNER OF LOTS 10, 11 AND 12, BLOCK 128
---	--

<u>MARY A. HIKE</u> OWNER OF LOTS 7, 8 AND THE EAST 32 FEET OF LOT 9, BLOCK 128.	<u>LEO W. HIKE</u> OWNER OF WEST 14 FEET OF LOT 9, BLOCK 128
---	---

STATE OF NEBRASKA)
COUNTY OF SARPY) SS ON THIS 9th DAY OF March, 1960,

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY, PERSONALLY CAME H. M. DELL AND DORIS L. DELL, HUSBAND AND WIFE; EMMA B. CHANDLER, WIDOW; MARY A. HIKE, WIDOW; LEO W. HIKE AND MANDA L. HIKE, HUSBAND AND WIFE. IN AS KNOW TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SIGNING THEREOF, TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESSES MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Joseph M. Morgan
NOTARY PUBLIC

inclosed, 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.

By _____ Owner.

Approved and signed as to Lots 4 5 6 7 8 & 9 Block 194 Village of Bellevue, Sarpy County, Nebraska.

ANNA K. BOETEL, NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES AUG. 26, 1945 *

BELEVUE HOMES, INC.
By James J. Woods Secy. Treas.
Owner

(Verification)

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 7 day of Oct, 1941, before me, Anna K. Boetel, a Notary Public duly appointed and qualified for and residing in said County, personally appeared James J. Woods, Secy. Treas. 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.

ANNA K. BOETEL, NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES AUG. 26, 1945 *

Anna K. Boetel
Notary Public
My commission expires Aug. 26-1945

MRS. WILLIE CLIFFORD BUSH, ETAL :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :
----- :

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

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 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 and 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, Sary County, Nebraska.

Approved and signed as to Lot 1, 2, 3, 4, 5 and 6 in Blk. 178 Village of Bellevue, Sary County, Nebraska.

By Mrs. Willie Clifford Bush
Owner
By Mrs. Willie Clifford Cox
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. Willie Clifford Cox 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 Sary County, the day and year last above written.

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

A. B. Bachelder
Notary Public
My commission expires Dec 1-42

CARL CARLSON
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd.:

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

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.

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: Oct. 6 - 1941. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Carl Carlson
Owner.

Approved and signed as to All of Block 251, Village of Bellevue, Sarpy County, Nebraska.
By Carl Carlson
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 Carl Carlson 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 Bellevue, in said Sarpy County, the day and year last above written.

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

My commission expires Dec. 1 - 1942

DOROTHY M. COCKRELL, ETAL :
TO :
WHOM IT MAY CONCERN :
Protective Covenants \$2.60 Pd. :

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

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 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 Dorothy M. Cockrell
Owner.
Approved and signed as to 5 & 6 Blk 196, Village of Bellevue, Sarpy County, Nebraska.
By W. L. Cockrell
Owner.

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

On this 6 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Dorothy M. Cockrell & W. L. Cockrell 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 their 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 NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

My commission expires Dec 1 - 1942

A. R. BROTHERS :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd.:

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

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 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 7-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By A. B. Brothers
Owner.

Approved and signed as to Lot 12 Block 249 Village of Bellevue, Sarpy County, Nebraska.

By _____
Owner

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

On this 7 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Andrew Brothers 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 LaPlatte, in said Sarpy County, the day and year last above

written.

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

A. B. Bachelder
Notary Public
My commission expires Dec. 1 - 42

MRS. BERTHA H. OLSON :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd.: :

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

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

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, Blk (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, known to be a 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 NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES DEC. 1, 1942

A. B. Bachelder

Notary Public

My commission expires Dec. 1-1942

BELLEVUE DEVELOPMENT ASS'N. :

TO :

WHOM IT MAY CONCERN :

Protect. Covenants \$2.60 Pd. :

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

Bertha H. Olson
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

MISCELLANEOUS RECORD No. 11

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 (199), 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.

Approved and signed as to _____ Village of Bellevue, Sarpy County, Nebraska.
F. Pace Woods, Sec. Treasurer

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

BELLEVUE DEVELOPMENT ASSOCIATION
CORPORATE SEAL

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 _____.
STATE OF NEBRASKA }
LANCASTER COUNTY, } ss.

Notary Public

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.

Neil G. Anderson
Notary Public.

NEIL 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.

LAW OFFICES
ELLICK, FITZGERALD & SMITH
OMAHA

Barry D. Ellick
County Clerk

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 W. Mathewson; Edward S. Mathewson; ____ Mathewson, first and real name unknown, wife of Edward S.

in and acting each outside line of each and every street and avenue within the corporate boundaries of said City of Bellevue, as designated on the original plat of said City, excepting therefrom such of said streets and avenues as are now situated within the boundaries of any replatted addition in said City; also excepting therefrom all intersections of such streets and avenues with other streets and avenues within the corporate boundaries of said City; for a more particular description of those portions of said streets and avenues so vacated, reference is hereby made to Section 1 of Ordinance No. 118 of the Village, now City, of Bellevue, Nebraska, which said ordinance was recorded on the 15 day of May, 1924, in Book 5, Page 675 of the miscellaneous records of Sarpy County, Nebraska, said description being by reference incorporated herein.

Section 2: There being no newspaper published in said City, three typewritten copies of this ordinance shall be posted up, one in each of three public places in the City and the following are found and declared to be public places in said City:

1. Bellevue Grocery,
2. Bellevue Market,
3. Morrison's Food Store.

Section 3: This ordinance shall become effective and be in force from and after its passage, approval and posting.

Passed this 5 day of September, 1941.

ATTEST:

Elizabeth P. Smith
City Clerk

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

F. H. FREEMAN
Mayor

STATE OF NEBRASKA)
COUNTY OF SARPY) ss
CITY OF BELLEVUE)

C E R T I F I C A T E

I, Elizabeth P. Smith, the duly elected, qualified and acting City Clerk of the City of Bellevue, Sarpy County, Nebraska, do hereby certify that the foregoing Ordinance, designated as Ordinance No. 187 of said City and entitled:

AN ORDINANCE VACATING CERTAIN PORTIONS OF
CERTAIN STREETS AND AVENUES IN THE CITY OF
BELLEVUE, NEBRASKA, AND DESCRIBING THE PORTIONS
OF SAID STREETS AND AVENUES SO VACATED,

was passed by the Mayor and Council of said City on the 5 day of September, 1941, and was signed and approved by said Mayor on the 5 day of September, 1941, and was posted in three public places in said City, to-wit:

1. Bellevue Grocery,
2. Bellevue Market,
3. Morrison's Food Store,

by me on the 6 day of September, 1941.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of said City this 6 day of September, 1941.

Elizabeth P. Smith
City Clerk

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

C. F. SIMMONS :
TO :
S. PAUL KITRELL :
Assign't. \$1.70 Pd.:

Filed September 16, 1941, at 4:55 o'clock P. M.

Elizabeth P. Smith
County Clerk

ASSIGNMENT OF OIL AND GAS LEASE

Know All Men By These Presents:

That the undersigned, C. F. Simmons, hereinafter called assignor, for and in the consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged and for other valuable consideration, do hereby sell, assign, transfer and set over unto S. Paul Kitrell, (hereinafter called assignee) all of his right title and interest in and to the oil and gas leases as designated in the body of this assignment, recorded in the name of the assignor, in the Register of Deeds Office, Sarpy County, Nebraska as assignee from the assignors, L. K. Hough and C. F. Simmons, which assignors were originally lessors from the following lessors.

The names of the lessors, record of said oil and gas leases and descriptions of said lands

19-122
PROTECTIVE COVENANTS

THESE COVENANTS ARE TO RUN WITH THE LAND AND ALL FUTURE COFFEYANCES OF THE FOLLOWING DESCRIBED PROPERTY ARE MADE SUBJECT TO THESE COVENANTS: LOTS 1A, 2A, 3A, 4A, 5A, 6A AND 7A, IN REPLAT OF BLOCK 252, IN THE CITY OF BELLVIEW, AS SURVEYED, PLATTED AND RECORDED IN SARDY COUNTY, NEBRASKA, AND SHALL BE BINDING ON ALL PARTIES AND PERSONS, UNTIL OCTOBER 1, 1974, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE 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 ESTATE HEREIN COVERED TO PROSECUTE OR PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING, OR RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

INVALIDATION OF ANY 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.

A. ALL LOTS HEREIN DESCRIBED SHALL BE KNOWN AS AND DESCRIBED AS "RESIDENTIAL LOTS". NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL BUILDING PLOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING, OR ONE AND ONE-HALF OR TWO STORY DWELLING, OR A PRIVATE GARAGE FOR NOT MORE THAN TWO CARS. NO LOT OR PARCEL SHALL BE IMPROVED, USED, OR OCCUPIED BY OTHER THAN PRIVATE "FAMILY RESIDENCE PURPOSES AND THERE SHALL NOT BE ERECTED, PLACED OR MAINTAINED ON ANY OF SAID LOTS ANY PLATS, DUPLEXES, APARTMENTS, PUBLIC GARAGES, OIL STATIONS OR ANY OTHER BUILDINGS WHATSOEVER, EXCEPT SINGLE DETACHED DWELLING HOUSES, TO BE USED EXCLUSIVELY FOR ONE FAMILY DWELLINGS.

B. NO TRAILER, BASEMENT, SHACK, TENT, GARAGE, BARN, OR OTHER OUTBUILDINGS ERECTED, CONSTRUCTED OR PLACED ON ANY PART OF SAID PREMISES SHALL BE AT ANY TIME USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

C. ALL BUILDINGS SHALL COMPLY WITH THE ZONING REGULATIONS AND BUILDING CODES OF THE CITY OF BELLVIEW, NEBRASKA, AND IN ANY EVENT NO BUILDINGS SHALL BE LOCATED ON ANY RESIDENTIAL BUILDING PLOT NEARER THAN THIRTY-FIVE FEET TO THE FRONT LOT LINE, NOR NEARER THAN SEVEN AND ONE-HALF FEET TO ANY SIDE LOT LINE.

D. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1000 SQUARE FEET IN THE CASE OF A ONE-STORY HOME, OR LESS THAN 800 SQUARE FEET IN THE CASE OF A ONE AND ONE-HALF OR TWO STORY HOME.

THE FOLLOWING PROHIBITIONS SHALL BE OBSERVED DURING THE PERIOD THESE COVENANTS ARE IN FORCE:

1. ALL FUEL TANKS ON THE OUTSIDE OF THE HOUSE SHALL BE BURIED.
2. NO DRIVE SHALL BE CONSTRUCTED, EXCEPT OF CEMENT, BRICK, STONE OR ASPHALT.
3. NO FENCE SHALL BE BUILT TO A HEIGHT GREATER THAN 6 FEET 6 INCHES, AND NO HEDGE, FENCE, OR OTHER CONSTRUCTION EXCEPT DRIVE OR SIDEWALK SHALL BE PLACED OR MAINTAINED FORWARD OF THE FRONT LOT LINE.
4. NO GARBAGE, ASHES, REFUSE OR REFUSE RECEPTACLES

9 Aug 55 3 38

2 2 54

MISCELLANEOUS 19

BEING PLACED ON LIST OR ART BOY EXPOSED TO VIEW,
OR BRIGHT & NOISANCE, SNEEF, OR ANY DOMESTIC ANIMALS
OR HORSE, COWS, SWINE, OR FOWL, OF ANY KIND
VICIOUS HUMORS AND DISPOSED TO BE KEPT IN ANY OF THE SITES.
WILL BE PERMITTED TO BE KEPT OR ACQUIRED SHALL
BE NO NOISY OR OFFENSIVE PLACE OR ACQUIRED IN ONE
BE CARRIED UPON ART BOY, NOR SHALL ANYTHING IN ONE
TERRITORY WITHIN MAY BE OR BECOME A NOISANCE OR ANNOYANCE
TO THE NEIGHBORHOOD.

COUNTY OF ALPHEA, IA SE
COURT OF SALES

ON THIS DAY OF A 1965, BEFORE THE
UNDERSIGNED A NOTARY PUBLIC, DULY COMMISSIONED AND
QUALIFIED FOR SAID COUNTY, PERSONALLY KNEW JEROME H.
KEBER AND NEDDIE J. KEBER, HUSBAND AND WIFE, TO BE
KNOWN TO BE THE IDENTICAL PERSON OR PERSONS WHOSE
NAME IS AFFIXED, SUBSCRIBED TO THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR
VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

MISCELLANEOUS

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