

15211. HAMMOND PRINTING CO., FREMONT, NEBR.

Section 11 of the By-Laws of The Prudential Insurance Company of America, as now in full force and effect, contains among other provisions, the following, viz:

"The President or any of the Vice Presidents may on behalf of the Company execute all deeds, contracts and other papers."

Deponent further says that the following is an extract from Section 13 of said By-Laws, to-wit:

"The Assistant Secretaries shall perform such duties as may be assigned to them from time to time by the President, Secretary or the Board of Directors."

Deponent further says that the duty of executing or attesting deeds, releases and other instruments of like nature which require execution by an officer in addition to the President or a Vice President, or which require attestation, has been assigned to the Assistant Secretaries by the President.

Deponent further says that J. A. AMERMAN is one of the Vice Presidents of the said Company, and that JOHN H. BIRKETT is one of the Assistant Secretaries, and that the above officers were a Vice President and Assistant Secretary respectively, having authority to perform the above mentioned duties, on the 6th day of February, 1942.

Sworn to and subscribed before me this 24th day of February A.D. One Thousand Nine Hundred and forty-two

William H. Van Nalts

Richard E Britton
Notary Public of New Jersey.

Richard E. Britton
Notary Public
New Jersey

My commission expires: June 12th, 1944.

RESTRICTIVE AND PROTECTIVE COVENANT

Fremont Homes, Inc. }
and }
Arthur Baldwin, et ux. }
Filed for record on this 20th day of March, A.D., 1942,
at 4 o'clock and 35 minutes, P. M.

O. BYRON COPPER, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fremont Homes, Inc., a corporation, the owner of Lots 4, 6, 7, 8, 9, 10, 11, 12, 19, and 20 and the West 58 feet of Lot 21 and the East 58 feet of the West 116 feet of Lot 21, Linden Subdivision to the City of Fremont, Dodge County, Nebraska, and Arthur Baldwin and June Baldwin, his wife, the owners of Lots 3, 17, and 18, Linden Subdivision to the City of Fremont, Dodge County, Nebraska, in consideration of the mutual agreement herein contained and for the protection of the respective rights of the parties to the use, occupancy and enjoyment of the properties and for the further protection of the future owners of said property do hereby covenant and agree that for the period of time hereinafter set out the real estate hereinabove described shall be subject to the following restrictions:

1. All lots in the tract shall be known 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 not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be located on any residential building plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line; no building shall be located nearer than 5 feet to any side lot line, except that the side yard space may be not less than 3 feet from a garage or other outbuilding located 80 feet or more from the front lot line. No residence or attached appurtenances shall be erected on any lot farther than 35 feet from the front lot line.
3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet nor a width of less than 50 feet at the front building set

Miscellaneous Record, "N"

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No person 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.

6. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

7. No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than 650 square feet in the case of a one story structure nor less than 550 square feet in case of a one and one-half or two story structure.

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

9. 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 vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

10. 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.

11. 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.

The provisions of this agreement shall be binding upon the heirs, devisees, assigns and personal representatives and successors of the parties to this agreement and to any person, firm or corporation who may subsequently own the land hereinabove described.

In testimony whereof the said Fremont Homes, Inc., a corporation, has caused this instrument to be executed by its president and the said Arthur Baldwin and June E. Baldwin have executed the same this 10th day of March, 1942.

FREMONT HOMES, INC.

By Arthur Baldwin
President

Arthur Baldwin
Arthur Baldwin

June E. Baldwin
June E. Baldwin

STATE OF NEBRASKA)
COUNTY OF DODGE) SS

On this 10th day of March, 1942, before me, a notary public, personally appeared Arthur Baldwin, president of the Fremont Homes, Inc., and acknowledged the execution of the above instrument to be his voluntary act and deed and the voluntary act and deed of said corporation and on the same day appeared Arthur Baldwin and June E. Baldwin and acknowledged the execution of the above instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal.

(Harriet Haughn - Notarial Seal - Commission)
(Expires May 1, 1942 - Dodge County, Nebraska)

Harriet Haughn
Notary Public

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

SAFEWAY STORES, INCORPORATED)
a Nevada Corporation)
To)
The Public)

Filed for record on the 20th day of March, A.D., 1942,
at 5:00 o'clock, P. M.

O. BYRON COPPER, Register of Deeds.