

WARRANTY DEED, CONVEYING ENTIRE TITLE IN SURVIVOR

BOOK 830 PAGE 105

KNOW ALL MEN BY THESE PRESENTS, that West Pacific Co., Inc. a corporation organized under the laws of the State of Nebraska, in consideration of ONE and NO/100 (\$1.00) DOLLAR and other valuable consideration in hand paid, does hereby Grant, Bargain, Sell, Convey and Confirm unto ANTHONY S. EFFIAGO and ROSE LEE BAYLATO, Husband and Wife, as joint tenants and not as tenants in common, with right of survivorship, the following described Real Property, situate in the County of Douglas and State of Nebraska, to-wit:

Lot Eight (8), Block One (1) Longview, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded;

together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said WEST PACIFIC CO., INC. of, in or to the same or any part thereof.

IT BEING THE INTENTION OF ALL PARTIES HERETO THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEE THE ENTIRE FEE SIMPLE TITLE TO THE REAL PROPERTY DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as joint tenants and not as tenants in common and to their assigns or to the heirs and assigns of the survivor of them, forever.

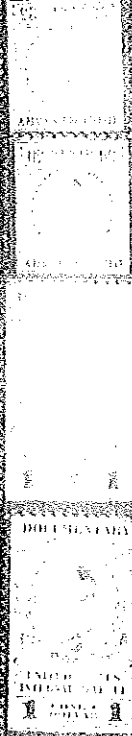
And the said West Pacific Co., Inc. for itself and its successors, does covenant with the said grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises, that they are free from incumbrance except as herein set forth, that it has good right and lawful authority to sell the same, and that it will and its successors shall warrant and defend the same unto the said grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them forever against the lawful claims and demands of all person whomsoever, except as herein set forth.

This conveyance however, is subject to taxes due January 1, 1948, all special assessments levied against said premises; also subject to reservations and restrictions of record, to restrictions set out in existing or hereafter adopted Zone Ordinances of the City of Omaha, Nebraska, and to each and all of the following restrictions, reservations, and covenants by their terms applicable to said premises and to all the following described real estate in the County of Douglas and State of Nebraska, to-wit:

Block One (1), Longview, an Addition in said Douglas County, Nebraska, as surveyed, platted and recorded,

and of every lot therein, and shall inure to and operate as equitable restrictions or easements passing with the conveyance of every lot, and shall apply to and bind every successor in interest of the parties hereto, and are imposed upon said premises as a servitude in favor of said described premises and every lot therein, being in pursuance of a general plan for the development and improvement of the tract of land embraced within said described block, and shall be binding upon every person who shall be the owner of the lots in said block during the said period, and are enforceable by any and all owners of any and all said lots, and by the grantor herein, and are as follows:

1. The said lots and each of them are to be used for residence purposes exclusively, from the date hereof until the first day of January, A.D. 1970, or such subsequent date as is provided hereinafter.
2. That for the purpose of construing and applying these restrictions a single lot shall mean a lot as now platted; or any ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot and part or parts of one or more adjoining lots.
3. No building shall be erected on the said tract, or any lot or parcel therein, within said period, other than a single detached dwelling built thereon, with necessary outbuildings, and no lot or parcel therein shall be improved, used or occupied for other than private one-family residence purposes; and there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments (though intended for residence purposes, public garages, oil stations, or any other buildings whatsoever, except single detached dwelling houses to be used exclusively as residences for a single families (with outbuildings to be used exclusively for domestic purposes)).



1. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said addition until the plans and specifications have been approved, in writing, by the WEST PACIFIC CO., INC. Such building shall be built upon said lot hereinafter conveyed, within said period, shall be one story in height, and must be built of wood, stone, brick, cement, stucco, brick veneer, or some combination thereof, and the cost of said building, exclusive of outbuildings, shall be not less than hereinafter set forth. A one and one-half story house, when and if prescribed and limited herein, shall mean a house having sufficient space on the second floor to accommodate at least two complete rooms whose combined cubic contents, when and if finished, would be at least one-third of the cubic contents of the finished first floor portion, exclusive of garage, if same should be attached to house, and each such second floor room shall have at least two windows whose glass sizes are at least 2 feet wide by 3 1/2 feet high, and opening from each such second floor room in at least two directions, at no time may more than two-thirds of the lineal footage of eaves come closer than 8 feet nor farther than 17 feet above the finished first floor. No trailer, basement, excavation, tent, shack, garage, barn, or other outbuilding 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.

5. Garages or other outbuildings, if erected on said premises during said period, and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwellings, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.

6. All dirt from the cellars, basements, or other excavations from each and every lot in said tract during said period shall be removed from said lots and the general slope of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This may be waived, at the option of West Pacific Co., Inc., by written consent.

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

8. The said lots, including the lot or lots hereby conveyed, shall not be used as building sites within said period except as an entirety, or as a part of and in connection with adjacent lots, in which event the restrictions pertaining to such adjoining lot or lots shall apply to the lot or parcel of lot being conveyed, as though the lot or parcel of lot being conveyed had been originally a part of such adjoining lot, in which case the definition of a single lot, set out in paragraph 2 hereof, shall apply. In case where the footage of ground used with any residence is greater than the required footage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the footage so used shall be deemed to be the required footage and the provisions of this section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the footage so used may not be reduced on any such lot as long as said residence is maintained thereon; and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. A main building that is more than one story in height shall have a floor area, exclusive of basement and garage, of not less than 1200 square feet; and if one story in height, a floor area, exclusive of garage, of not less than 1000 square feet.

9. The residence on Lot Eight (8), Block One (1) of said Addition shall face Loveland Drive, shall be set back from the front lot line a distance of 60 (sixty) feet and the minimum cost of construction shall be not less than the sum of \$10,000.00.

10. The following prohibitions shall be observed during said period:

- A. Exposed foundations above grade shall be built of brick, brick veneer, stone or stucco; and no cement block, wood or composition stone foundation shall be exposed above grade.
- B. All fuel tanks on outside of house shall be buried.
- C. No sign larger than 2x3 feet shall be placed on any lot, except those of the grantor.
- D. No garage or other outbuilding shall be erected on any lot, for dwelling purposes, before the residence thereon is constructed.
- E. No drive shall be constructed from a street to a street sidewalk, except of cement, brick, stone, asphalt, or gravel, or other combination thereof.

to other persons shall be binding on the grantee, his heirs, assigns, executors, administrators, and assigns, and on every section which shall comprise the rear lot area of the property. No wall shall be built to a height greater than 2' 6" on the so-called front lot area.

- G. No hedge, wall, steps, or other construction, except drive or side-walk, shall be placed or maintained forward of the front lot line.
- H. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.
- I. No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl, of any kind, will be permitted to be kept on any of the lots; except that, with the written consent of the grantor, not to exceed one Shetland pony may be kept thereon.
- J. 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.
- K. All wood shingles used for roofing must be colored.

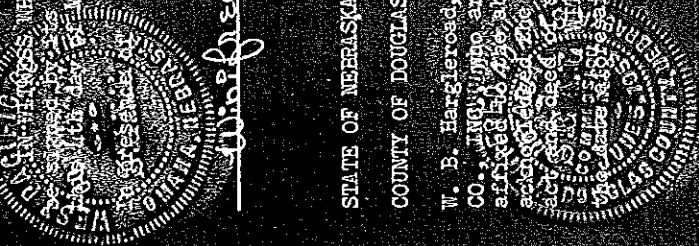
11. No person other than of the Caucasian race shall be or become an owner of lessee of any part of this addition, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be extended automatically for successive periods of 10 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.

13. 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.

14. 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.

15. By accepting this deed, the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.



IN WITNESS WHEREOF, I, the President and Secretary, of WEST PACIFIC CO., INC., has caused these presents to be signed by me, President and Secretary, and its corporate seal to be hereunto affixed, this 4th day of March, 1948.

WEST PACIFIC CO., INC.

By W. B. Hargleroad, Jr.
President

Attest: Winifred Adams
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 4th day of March, A.D. 1948, before me, a notary public duly commissioned and qualified in and for said county, personally came the above named W. B. Hargleroad, Jr., President, and Anne S. Schwartz, Secretary, of WEST PACIFIC CO., INC. who are personally known to me to be the identical persons whose names are affixed to the above deed as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me, and I am a Notary Public in and for said county, Nebraska.

Winifred Adams
Notary Public
within and for Douglas County, Nebraska.

My commission expires June 5, 1953.

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16 March 1948 4:30 P

FILED IN PUBLIC OFFICE OF NOTARY PUBLIC, DOUGLAS COUNTY, NEBRASKA, AT OMAHA, NEBRASKA, MARCH 10, 1948.