

MISCELLANEOUS RECORD No. 11

suit is in condemnation and for the acquisition by the Government of the United States of the following described real estate, to-wit:

That part of Lots 1 and 2 in Palmtag's Suodivision of Section 11, Township 13 North, Range 13, East of the Sixth Principal Meridian, lying north of the Chicago, Burlington & Quincy Railroad right-of-way, and also all that part of the Northwest quarter of Section 11, Township 13 North, Range 13, East of the Sixth Principal Meridian, which lies north of the Chicago, Burlington & Quincy Railroad right-of-way and east of United States Highways Nos. 73 and 75, except, however, the east 8 rods of said Northwest quarter and also except a tract already owned by the United States of America, which tract is described as follows: Beginning at a point 8 rods west of the Northeast corner of said Northwest quarter; thence South 678 feet; thence North 89° 29' 20" West 300 feet; thence North 300 feet; thence South 89° 29' 20" East 200 feet; thence north 377.9 feet; thence South 89° 29' 20" East 100 feet to the point of beginning, all of the aforesaid real estate lying and being in Sarpy County, Nebraska.

Said proceeding or suit was filed on the 10th day of July, 1942, and is now pending in the United States District Court for the District of Nebraska, Omaha Division, and the Petition is on file in the Office of the Clerk of the United States District Court, Post Office Building, Omaha, Nebraska, and said Petition, by reference is made a part of this Notice.

The object of said proceeding is the condemnation and acquisition in fee simple of the lands hereinbefore described.

The Petitioner in said suit is the United States of America, and the following are the Respondents, being the persons who appear of record as the owners of said real estate, or as having interest therein, to-wit:

- 119.79 acres, more or less, situate in Sarpy County, Nebraska;
- Herman Platt and Barbara Platt, husband and wife;
- William Platt, Single;
- The Equitable Life Assurance Society of the United States, a Corporation;
- The County of Sarpy, Nebraska, a municipal corporation;
- The County Treasurer of Sarpy County, Nebraska;
- All persons having or claiming any interest in the aforesaid described real estate.

You will take notice of the pendency of this action at your own risk.

UNITED STATES OF AMERICA, Petitioner,  
by Joseph T. Votava

UNITED STATES  
ATTORNEY FOR THE DISTRICT OF NEBRASKA.

ANDERSON REALTY CO. I C. :  
TO :  
WHOM IT MAY CONCERN :  
Protect. Covenants \$1.80 Pd. :  
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Filed July 13, 1942, at 4.30 o'clock P. M.

*Joseph T. Votava*  
County Clerk

PROTECTIVE COVENANTS

FOR MARTINVIEW ADDITION OF SARPY COUNTY, NEBRASKA

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 automatically extended 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.

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.

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 one story in height and a private garage for not more than one car.

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- 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 15 feet to any side street line. No building, except a detached garage or 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 appurtenance shall be erected on any lot farther than 30 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 10,000 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 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 450 square feet in the case of a one-story structure.
- G. ~~\_\_\_\_\_~~

Until such time as public sanitary sewers are extended to the development, sewage disposal shall be by means of individual septic tanks subject to the approval of the Board of Health.

Approved and signed for Lots 1-50 inclusive in Martinview Addition in Sarpy County, Nebraska.

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 \*ANDERSON REALTY COMPANY \*  
 \*FORT CROOK, NEBRASKA \*  
 \*CORPORATE SEAL \*  
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ANDERSON REALTY CO., INC.  
 Andrew Anderson  
 President  
 Carrie Grace  
 Secretary

FEDERAL HOUSING ADMINISTRATION		
RECEIVED		
Jul. 3, 1942		
Fee		
Prem.		
Cash	Check	By

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

On this 3rd day of July, 1942, before me Margaret L. Cline, Notary of Public in and for said County, personally appeared Andrew K. Anderson, President and Carrie A. Grace, Secretary, of Anderson Realty Co., Inc., who are personally known to me and known to be such officers and they acknowledged the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of Anderson Realty Co., Inc, for the purposes herein stated.

Witness my hand and official seal at Omaha, Nebraska in said County on the day and year last above written.

My commission expires June 1, 1948.

Margaret L. Cline  
Notary Public

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 MARGARET L. CLINE NOTARIAL SEAL \*  
 DOUGLAS COUNTY, NEBRASKA \*  
 COMMISSION EXPIRES JUNE 1, 1948 \*  
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KENNETH MOORE & WF. :  
 TO :  
 OCCIDENTAL BLDG. & LN. ASS'N. :  
 Rental Agreement \$1.25 Pd :  
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Filed July 14, 1942, at 10 o'clock A. M.

Reese Deter  
County Clerk

RENTAL AGREEMENT

In consideration of a loan of \$2100.00 made by the Occidental Building and Loan Association, I or we, the undersigned, Kenneth Moore and Margaret R. Moore, husband and wife, of the County of Sarpy, Nebraska, hereby grant and convey to said Association full power and authority to collect the rentals from the premises hereinafter described, or any part thereof, in such manner as said Association and its authorized agents may deem best, and in default of the payment of said rent, or any part thereof, to proceed in the name of the owners of said premises, to recover said rent in such manner as said Association may deem best; to commence and prosecute actions to recover possession of said premises in the name of and at the expense of the owners thereof and to procure new tenants and make leases in the name of said owners. As additional collateral security for the

Amended 50-556