

MISCELLANEOUS RECORD No. 11

custody and control of said original record; that said court is a court of record, has a seal, and that said seal is hereto affixed; and that the foregoing attestation is in due form according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court of Omaha, this 14th day of August A. D. 1942

SEAL OF THE COUNTY COURT *
DOUGLAS COUNTY NEBRASKA *

Emmett Hannon
Acting County Judge
Index-N₂ NW₄ and Gov't Lot 3- 26-13-12

JOHN F. DOUGHERTY ET AL :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.25 Pd. :
-----: :

Filed August 21, 1942 at 9:30 o'clock A. M.

Bernie Peters
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 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 440 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. Minimum ground floor area for 1½ or 2 story structure should be not less than 360 square feet.

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: July 27 - 1942. Covers Lots (10) Ten and (11) Eleven in Block (252) Two hundred fifty two.

Approved and signed as to Lots (10) Ten and (11) Eleven in Block (252) Two hundred Fifty two. Village of Bellevue, Sarpy County, Nebraska.

A. B. Bachelder
Notary Public

By John F. Dougherty
Beulah G. Dougherty

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

My Com. expires Dec. 1 - 42.

MISCELLANEOUS RECORD No. 11

Approved and signed as to Lot (12) Twelve in Block (252) Two Hundred Fifty two, Village of Bellevue, Sarpy County, Nebraska.

A. B. Bachelder
Notary Public

By W. S. Frazier & Barbara D. Frazier

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

My Com. expires Dec. 1 - 42.

Approved and signed as to Lot (9) Nine in Block 252, Village of Bellevue, Sarpy County, Nebraska.

A. B. Bachelder
Notary Public

By Nora Frazier

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

My Com. expires Dec. 1 - 42.

Approved and signed as to Lots (4) Four and (6) Six Block 174, Bellevue, Village of Bellevue, Sarpy County, Nebraska.

A. B. Bachelder
Notary Public

By Jessie Louise Rickard

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

My Com. expires Dec. 1 - 42.

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

Approved and signed as to Lot (3) Three Block 174, Bellevue, Village of Bellevue, Sarpy County, Nebraska.

A. B. Bachelder
Notary Public

Howard W. Thomas
By Florence E. Thomas

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

My Com. expires Dec. 1 - 42.

THE STATE OF NEBRASKA)

SARPY COUNTY) ss.

On this 18th day of August A. D. 1942 before me, A. B. Bachelder a Notary Public duly commissioned and qualified for and residing in said County personally came John F. Dougherty, Beulah G. Dougherty, W. S. Frazier, Barbara D. Frazier, Nora Frazier, Jessie Louise Rickard, Howard W. Thomas, and Florence E. Thomas, to me personally known to be the identical persons described in and who executed the foregoing covenants as owners and acknowledged the said instrument to be their voluntary act and deed.

Witness my hand and official seal this eighteenth 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 December 1, 1942.

FEDERAL LAND BANK ET AL :
and :
NEBRASKA POWER CO. :
Agreement \$1.35 :

Filed August 21, 1942 at 11:30 o'clock A. M.

Oliver Deter
County Clerk

EASEMENT PRIORITY AGREEMENT
(COMBINED)

Form 2240 (Rev. 2-42)
34177 N 4
47594 NC 4

For valuable consideration, the Federal Land Bank of Omaha and the Land Bank Commissioner and the Federal Farm Mortgage Corporation, as their interests may appear declare that the liens of their mortgages are inferior to the easement for transmission line purposes granted to Nebraska Power Company. The portion or portions of the security included in said easement being described as follows: