

Miscellaneous Record, N^o - 659

Dodge County, Nebraska, in a warranty deed, dated March 12, 1931 and recorded in Book 66 of Deeds at page 673 conveying

The West 40 feet in width of Lot 10, in Block 5; and that part of Lot 9 in said Block 5 bounded and described as follows: Beginning in the North margin of Military Avenue of the City of Fremont, at a point 10 feet west at a right angle from the east margin of Lot 9 above mentioned; thence north parallel with the east line of Lot 9, 100 feet; thence east at a right angle 10 feet to the east line of Lot 9, thence south along the east margin of Lot 9 to the north margin of Military Avenue; thence westerly along said north margin of Military Avenue to place of beginning, all being in Richards and Keene's Addition to the city of Fremont, as platted and recorded, Dodge County, Nebraska.

wherein Louise Hilgenkamp is the grantee and James L. McCord is the grantor and in which deed the marital status of said grantor is not shown; that affiant was well and personally acquainted with the said James L. McCord on and prior to the date of the aforesaid deed, to-wit: March 12, 1931 and knows positively of her own personal knowledge that the said James L. McCord on said date was an unmarried man; he being on said date a widower and affiant being a sister of said James L. McCord, who is now deceased.

Mary S. McCord.

Subscribed in my presence and sworn to before me this 20 day of October, 1942.

Zelma C. Panning - Commission Expires Nov. 19, 1944
Notarial Seal - Dodge County, Nebraska

Zelma C. Panning
Notary Public.

My commission expires Nov. 19 - 1944.

PROTECTIVE COVENANTS

Richards Court, Inc.)
To)
Whom It May Concern)
Filed for record on this 20th day of October A. D., 1942
at 4 o'clock P. M.
O. BYRON COPPER, Register of Deeds.

Richards Court, Fremont, Dodge County, Nebraska

The objectives of clauses A-B-C-D-E-F-G, shall be applied to

All land in Blocks One (1), Two (2) and Three (3), Richards Court Addition to the City of Fremont, Dodge 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, or two, family dwelling, not to exceed two stories in height and a private garage for not more than 2 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 15 feet to any side street line. No building, except a detached garage or other outbuilding located 80 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 50 feet at the front building setback

1. 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.

2. 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.

3. No dwelling costing less than \$2,500.00, 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, nor less than 450 square feet in the case of a one and one-half or two story structure.

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

<u>Richards Court Inc. - Corporate Seal</u> <u>Omaha, Nebraska</u>	<u>RICHARDS COURT, Inc,</u> By <u>Claren Kerr</u> President	Owners of Blocks 1, 2 and 3, Richards Court Addition, Fremont, Nebraska
Attest: <u>H. C. Jones</u> Secretary		

STATE OF NEBRASKA ss On this 16th day of October A.D. 1942, before me Gordon B. Robertson a Notary Public, in and for said county, personally appeared Claren Kerr and H. C. Jones who, I know are the President and Secretary of the said RICHARDS COURT, Inc, thereon mentioned and acknowledged this instrument to be their voluntary act and deed and the voluntary act and deed of said RICHARDS COURT, Inc.

In Witness Whereof, I have hereunto set my hand and affixed my seal of office the day and year last above mentioned.

<u>Gordon B. Robertson - Notarial Seal - Commission Expires</u> <u>May 13, 1946 - Douglas County, Nebraska</u>	<u>Gordon B. Robertson</u> Notary Public
My commission expires _____	

NOTICE OF LIS PENDENS

Richard H. Holsten, Executor } Filed for record on this 22nd day of October A. D., 1942
To } at 10 o'clock A. M.
James Tomasek, et al } O. BYRON COPPER, Register of Deeds.

IN THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA.

RICHARD H. HOLSTEN, Executor of the) Estate of Joseph C. Krajicek,) Deceased,) Plaintiff,)	NOTICE OF LIS PENDENS
-vs-)	
JAMES TOMASEK and MARY TOMASEK,) Husband and Wife; JOHN DOE, Real) Name Unknown, and MARY DOE, Real) Name Unknown, Husband and Wife,) Defendants.)	

TO WHOM IT MAY CONCERN:

You are hereby notified that on the 22nd day of October, A. D. 1942, Richard H. Holsten, Executor of the Estate of Joseph C. Krajicek, deceased, filed his petition and action in the District Court of Dodge County, Nebraska, against James Tomasek and Mary Tomasek, husband and wife; John Doe, real name unknown, and Mary Doe, real name unknown, husband and wife, the object and prayer of which are to foreclose a certain real estate mortgage of \$950.00 on the following described real estate situated in Dodge County, Nebraska, to-wit:

All of Tax Lot Number Six (6) described as follows: commencing at a point 10 feet east and 36 rods south of the North West corner of the North West Quarter of the South East Quarter of Section Number Eight (8) in Township Number Twenty (20) Range Number Five (5) East of the 6th P. M., for a point of beginning; thence running east forty rods; thence south eight rods; thence west forty rods; thence north eight rods to place of beginning, said to contain two acres, more or less,

given by defendants James Tomasek and Mary Tomasek, husband and wife, on the 27th day of June, 1933, and that said Joseph C. Krajicek is now deceased and that Richard H. Holsten is the duly appointed, qualified and acting executor of his estate, and that said mortgage was duly filed for record in the office of the Register of Deeds of Dodge County, Nebraska, on June 30, 1933, at 4:35 P. M. and duly recorded in Book 64, Page 410 of the Mortgage Records of Dodge County, Nebraska.