

# MISCELLANEOUS RECORD No. 11

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RUSHART BUILDING CORPORATION :  
TO :  
WHOM IT MAY CONCERN :  
Prof. Covenants \$2.40 Pd. :  
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Filed November 23, 1942 at 3 o'clock P.M.

Benjamin Peter  
County Clerk

## PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lot 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 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 5000 square feet, nor a width of less than 40 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 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 \$3,500.00 shall be erected on any lot, the ground floor area of the main structure exclusive of one-story porches, and garages shall be not less than 500 square feet. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

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 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 of these Covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Dated October 22, 1942.

Covering the vacant lots in Rushart Addition, City of Bellevue, Sarpy County, Nebraska, more specifically described and identified as follows: Lots 1, 4, 5, 6, 9, 10, 11, 13, and Lot "A" all in Block 2, Rushart Addition; Lots 2 to 5 inclusive, Lots 7, 13 to 17 inclusive, Lots 22 to 45 inclusive, Lots 47, 52 to 67 inclusive, Lots 71 to 102 inclusive in Block 1, (Lot "B" excepted) Rushart Addition, as surveyed, platted, and recorded.

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RUSHART BUILDING CORPORATION \*  
CORPORATE SEAL \*  
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Rushart Building Corporation  
By George F. Rushart President  
Attest:  
Wm. J. Fitzpatrick Secretary

George F. Rushart

Approved and signed as to Lots 1, 4, 5, 6, 9, 10, 11, 13, and Lot "A" all in Block 2, Rushart Addition; Lots 2 to 5 inclusive, Lots 7, 13 to 17 inclusive, Lots 22 to 45 inclusive, Lot 47, Lots 52 to 102 inclusive, all in Block 1, Rushart Addition.

\*\*\*\*\*  
RUSHART BUILDING CORPORATION \*  
CORPORATE SEAL \*  
\*\*\*\*\*

RUSHART BUILDING CORPORATION  
by George F. Rushart  
President  
Correct Attest  
by Wm. J. Fitzpatrick  
Secretary

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

On this 2 day of Nov., 1942, before me, a Notary Public, in and for said Sarpy County, Nebraska, duly commissioned and qualified, personally appeared George F. Rushart, President of Rushart Building Corporation, who signed the above and foregoing instrument, and who is known to me to be the president of said Rushart Building Corporation and acknowledged the signing of same as to Lots 1, 4, 5, 6, 9, 10, 11, 13, and Lot "A", all in Block 2, Rushart Addition; Lots 2 to 5 inclusive, Lots 7, 13, to 17 inclusive, Lots 22 to 45 inclusive, Lot 47, Lots 52 to 102, all in Block 1, Rushart Addition, to be his voluntary act and deed, and the voluntary act and deed of said