

BOOK 685 PAGE 437

RESOLUTION

Omaha, Nebraska, June 19th, 1940.

At a regularly called meeting of the Board of Directors of Dundee Realty Company held this day at the office of said Company in the City of Omaha, all directors being present and voting, the following resolution was unanimously adopted:

RESOLVED, that the President and Secretary of Dundee Realty Company be and they are hereby authorized and directed to make, execute and deliver to William Mussetter, a Warranty Deed for Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block One (1) Fairacres Terrace, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

*Verda J. Pudewitz*  
Secretary.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Dundee Realty Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, of Omaha, Nebraska, in consideration of One and No/100 (\$1.00) Dollars and other valuable consideration, in hand paid, does hereby grant, bargain, sell, convey, and confirm unto William Mussetter, of Douglas County, Nebraska, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit: Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in Block One (1) Fairacres Terrace, as surveyed, platted and recorded; subject to the last one-half of the regular State, County and School taxes for the year 1939 and all subsequent taxes and assessments; together with all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, claim or interest whatsoever of the said Dundee Realty Company of, in or to the same or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto the said William Mussetter and to his heirs and assigns forever, subject to the following limitations, restrictions, conditions and covenants:

FIRST: The said premises shall be occupied and used for single residence purposes exclusively from the date hereof until the first day of January 1960.

Zoning regulations of the City of Omaha are also applicable and at the present time they are Class I-R Use, and 2-R Height and Area.

SECOND: No building nor any part nor projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within Fifty (50) feet of the street line bordering said premises, excepting Lot Ten (10), Block One (1) Fairacres Terrace on which no building nor any part nor projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within Fifty (50) feet of the street line on the North lot line nor within Forty (40) feet of the street line on the South lot line of said premises, and no building on any of the above described lots shall be within Six (6) feet of the side lot or property lines of each lot above described, except that an open porch and roof thereon, or a terrace may be attached to the building, on each lot, between it and the said street or side lot or property lines.

THIRD: No buildings shall be erected on said premises within said period other than one single, detached dwelling built on each lot, with necessary outbuildings, and the cost of each of such dwellings, exclusive of outbuildings shall not be less than Seven Thousand (\$7000.00) Dollars each, on Lots Six (6) and Seven (7), Block One (1) Fairacres Terrace and not less than Seventy-five Hundred (\$7500.00) Dollars each on Lots Eight (8), Nine (9) and Ten (10), Block One (1) Fairacres Terrace. No dwelling shall be erected on said premises until the plans and specifications therefor have been approved by the grantor herein.

FOURTH: Garage or other outbuildings, if erected on said premises during said period and if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling, and shall not be built within One Hundred (100) feet of the street line bordering said Lots Six (6), Seven (7), Eight (8) and Nine (9), Block One (1) Fairacres Terrace nor within One Hundred (100) feet at the North lot line nor within Eighty (80) feet at the South lot line of said lot Ten (10) Block One (1) Fairacres Terrace, and no buildings on any of said above described lots shall be built within Six (6) feet of the side lot lines; except, however, that where it would be impracticable to locate the garage upon said premises without violating the foregoing provisions by reason of the shape and demensions of said premises, then said garage may be located in such place upon said premises as the grantor herein shall approve.

FIFTH: All dirt from the cellars, basements or other excavations on said premises during said period shall be removed from said premises and the general slope of said premises and terrace, after buildings have been erected, shall remain substantially as it is at

the date hereof, subject, however, to such modification as grantor herein may approve in writing.

SIXTH: Subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain underground conduits in, and a joint pole line over and upon the rear boundary line of the premises hereby conveyed.

SEVENTH: For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of the lot and part or parts of one or more adjoining lots.

EIGHTH: Each of the conditions and covenants aforesaid are in pursuance of a general plan for the development and improvement of Lots 1 to 10 inclusive, Block One (1) FAIRACRES TERRACE and each of the conditions and covenants aforesaid shall run with and bind the premises herein described, and every part thereof and be binding upon every person who shall be the owner thereof during said period and are and shall be for the benefit of each and all of the above described lots and by the grantor herein.

NINTH: During the aforesaid period no person other than of the Caucasian race shall be or become the grantee or lessee of said premises or, except as a servant of the family living thereon, be granted the privilege of occupying same.

TENTH: No down spouts, storm or surface drainage sewer may be connected at any time during said period with the sanitary sewer.

ELEVENTH: By accepting this deed said William Mussetter herein binds himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all the conditions hereinbefore mentioned as fully as though said he had signed these presents.

And the said Dundee Realty Company for itself and its successors, does covenant with the said William Mussetter and with his heirs and assigns, that it is lawfully seized of said premises, that they are free from encumbrance except as above stated, 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 William Mussetter and his heirs and assigns forever, against the lawful claims of all persons whomsoever, except as hereinbefore provided.

IN WITNESS WHEREOF, Said Dundee Realty Company has caused these presents to be signed by its President and Secretary and its Corporate Seal to be hereunto affixed in accordance with a resolution of the Board of Directors of said Dundee Realty Company, this 19th day of June 1940.

IN PRESENCE OF:

DUNDEE REALTY COMPANY

BY Mary George King  
President

Attest: Bertha J. Anderson  
Secretary

STATE OF NEBRASKA SS

County of Douglas

On this 19th day of June, 1940, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Mary George King, President and Bertha J. Anderson, Secretary of Dundee Realty Company, 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 said instrument to be their own voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal at Omaha in said County, the date DATED, foreaid.

Notary Public



Commission expires 25-6-43

Submitted, signed and returned to the Director of Deeds Office  
Date January 14, 1941 N 4-357 M