

PROTECTIVE COVENANTS

R-53

FREMONT HOMES, INC.,)	Filed for record on this 11th day of September, A.D. 1952 at 3	
BALDWIN PETERSON CO. and)	o'clock and 26 minutes P. M. and recorded in Misc. Book "R" at	
PAUL CHRISTENSEN)	page 53.	
to)		
THE PUBLIC)	Fee: \$3.90	KITTY A. ROUSH, Register of Deeds
Fremont Homes, Inc., by)		
Arthur Baldwin, President)		
Baldwin Peterson Co., a partnership)	PROTECTIVE	
by Arthur Baldwin, a member)	COVENANTS	
of the firm)		
Paul Christensen)		
TO)		
WHOM IT MAY CONCERN)		

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977.

If the parties hereto, or any of them or their grantees, 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 sub-division 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, except such lots or portions thereof as may hereafter be dedicated by the owners thereof for public walks and ways.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one detached single-family dwelling not to exceed two stories in height and a private garage or car port for not more than two cars and attached breezeways or other outbuilding incidental to residential uses.

B. Except as hereinafter provided, no building shall be located on any residential building plot nearer than 25 feet to the front lot line nor nearer than five feet to any side street line. No building, except a detached garage or other outbuilding located fifty five feet or more from the front lot line shall be located nearer than three feet to any side building plot line.

C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 4,000 square feet or a width of less than 44 feet at the front building setback line, and such plot of said dimensions is herein defined as a "building plot".

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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet.

G. An easement is reserved over the rear 5 feet of each lot in Fairview Addition for utility installation and maintenance except an easement is reserved for utility installation and maintenance over the rear or easterly 20 feet of Lots 9, 10, 11 and 12 in Block 1 and the rear or easterly 20 feet of Lots 1 to 7 in Block 2 in Fairview Addition. An easement for utility installation and maintenance is also reserved over the following tracts:

Block 1 - Lot 6: A strip 5 feet wide along the east lot line thereof.

Block 1 - Lot 7: A strip 5 feet wide along the west lot line thereof.

- Block 2 - Lot 4: The north 5 feet thereof
- Block 3 - Lot 3: The north 5 feet thereof
- Block 4 - Lot 1: A strip 2 feet wide along the east diagonal lot line
- Block 4 - Lot 23: The south 5 feet
- Block 4 - Lot 17: A strip 5 feet wide commencing at the Northwest corner thereof and running easterly along the north lot line 20 feet
- Block 5 - Lot 5: A strip 5 feet wide along the north lot line
- Block 6 - Lot 4: A strip 5 feet wide along the north lot line
- Block 6 - Lot 13: A strip 2 feet wide along the south lot line

H. These protective covenants shall hereafter apply to Blocks 1, 2, 3, 4, 5, and 6, Fairview Addition to the City of Fremont, Dodge County, Nebraska.

IN WITNESS WHEREOF, Fremont Homes, Inc., has caused these presents to be signed by Arthur Baldwin, its president; Baldwin-Peterson Co., a partnership, has caused this instrument to be signed by Arthur Baldwin, a member of the firm; and Paul Christensen has signed on his own behalf.

(FREMONT HOMES, INC.)
 (CORPORATE SEAL)
 (FREMONT, NEBR.)

FREMONT HOMES, INC.
 By Arthur Baldwin-President

BALDWIN-PETERSON CO., a partnership
 By Arthur Baldwin, a member of
 the firm

STATE OF NEBRASKA)
 County of Dodge) ss

PAUL CHRISTENSEN
 Paul Christensen

On this 10th day of September, 1952, before me, the undersigned, a Notary Public in and for said County, personally came Arthur Baldwin, President of Fremont Homes, Inc., to me personally known to be the president and the identical person whose name is affixed to the above instrument; and Arthur Baldwin, a member of the firm of Baldwin-Peterson Co., a partnership, to me personally known to be a member of the firm and the identical person whose name is affixed to the above instrument; and Paul Christensen, to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officer and as such individual and the voluntary act and deed of Fremont Homes, Inc., and of Baldwin-Peterson Co., and that the corporate seal of the said Fremont Homes Inc., was thereto affixed by its authority.

WITNESS MY hand and Notarial seal at Fremont in said county the day and year last above written.

Marcella M. Marshall, Notary Public

(MARCELLA M. MARSHALL NOTARIAL SEAL)
 (COMMISSION EXPIRES JAN. 19, 1957)
 (DODGE COUNTY, NEBRASKA)

A F F I D A V I T

WILL R. ROWE, Chairman,)
 Board of Public Works)
 to)
 WHOM IT MAY CONCERN)

Filed for record on this 17th day of September, A. D. 1952, at 10:55 o'clock A. M. and recorded in Misc. Book "R" at page 54.

Fee: \$1.45

KITTY A. ROUSH, Register of Deeds

MEETING OF THE BOARD OF PUBLIC WORKS (42)
 September 12, 1952

WATER LINE
 Meeting of the Board of Public Works was held on September 12, 1952, in the office of the Chairman at 11:45 A. M.

The document dedicating the 6" water pipe line now in Fairview Addn. to the City of Fremont, formerly owned by Earl Comrad, was read by the Board. The Board by motion accepted that portion of the pipe line within the corporate limits of the City and authorized Manager Wright to sign the same. The following is the document:

DEDICATION OF BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: The undersigned, Paul Christensen, being the owner of

the land platted as Fairview Addition to the City of Fremont, Dodge County, Nebraska, and the owner of a 6" water main extending north and south across the east side of said premises hereby dedicates said water main to the City of Fremont for public use and hereby conveys all of his interests in and to that part of the water main located in the Fairview Addition.

Dated this 9 day of September, 1952.

STATE OF NEBRASKA)
) ss
 COUNTY OF DODGE)

(Signed) Paul Christensen

On this 9 day of September, 1952, before me, a Notary Public in and for said County personally came Paul Christensen, to me personally known to be the identical person whose name is affixed to the foregoing dedication & bill of sale and acknowledged the execution of the same to be his voluntary act and deed for the purposes herein set forth.

Witness my hand and official seal the day and year last above written.

(Signed) A. C. Sidner, Notary Public

The City of Fremont hereby accepts the dedication of the above described water main and agrees to maintain the same and in due time supplement it with addition connections so as to increase the pressure therein.

CITY OF FREMONT
 By (Signed) Lon D. Wright
 Superintendent of the
 Department of Utilities

I, Will R. Rowe, the Chairman of the Board of Public Works of the City of Fremont, Dodge County, State of Nebraska, do hereby certify that the preceding Minutes are a true and correct copy of the Minutes of the Board of Public Works held on September 12, 1952.

Will R. Rowe
 Chairman, Board of Public Works

Subscribed and sworn to before me this 17th day of September, 1952.

(HARRIET HAUGHN NOTARIAL SEAL)
 (COMMISSION EXPIRES MAY 1, 1954)
 (DODGE COUNTY, NEBRASKA)

Harriet Haughn
 My Commission Expires May 1st, 1954.

EASEMENT

LYDIA C. WEAVER and)
 L. M. WEAVER)
 to)
 SINCLAIR REFINING CO.)

Filed for record on this 24th day of September, A. D. 1952, at 1:42 o'clock P. M. and recorded in Deed Book "R" at page 55.

Fee: \$2.00

KITTY A. ROUSH, Register of Deeds

KNOW ALL MEN BY THESE PRESENTS: That Lydia C. Weaver and L. M. Weaver, wife and husband, of the county of Spokane and State of Washington, for and in consideration of the sum of \$1.00 in hand paid, do hereby grant, unto Sinclair Refining Company, a Maine Corporation, authorized to transact business in the State of Nebraska, and having its principal business office at 600 5th Avenue New York, New York, a right of way and easement for driveway and passageway purposes over and across the following described real estate in Dodge County, Nebraska, to-wit:

That part of Lot 11 in Block 35 of the 5th Addition to the Town of Scribner, as platted and recorded in Dodge County, Nebraska, bounded and described as follows: Beginning at a point on the South line of Railroad Street 65 feet Northwesterly from the Northeast corner of said Lot 11 (the same being the Northwest corner of a certain tract of land this date conveyed by Lydia C. Weaver and L. M. Weaver to Sinclair Refining Company), thence running Northwesterly along the Southerly line of Railroad Street 35 feet to the Northwest corner of said Lot 11, thence at a right angle Southwesterly 35 feet, thence at a right angle Southeasterly 35 feet, thence at a right angle Northeasterly 35 feet to the place of beginning,

for the purpose of permitting access from Railroad Street to the property belonging to the grantee herein located upon the easterly portion of said Lot 11, as said tract is defined and described in a Warranty Deed executed this date from Lydia C. Weaver and L. M. Weaver, wife and husband as Grantors to Sinclair Refining Company as Grantee.