

# Deed, Vesting Entire Title in Survivor

THIS INDENTURE, made between SOKOL CAMP ASSOCIATION, a Nebraska Corporation, Grantor, and herein-

after sometimes called the "Association", and **IRVIN GUIDE and/or STEPHAN GUIDE or SURVIVOR** - - -

hereinafter called the Grantees, stockholders in the said Sokol Camp Association,

WITNESSETH, That the said Grantor in consideration of the sum of - - - - - Dollars

**ONE HUNDRED and FORTY** - - - - -

and paid, does hereby convey unto the said Grantees, as JOINT TENANTS, and not as tenants in common, subject to the limitations, restrictions, conditions, covenants, and reservations hereinafter set out, the following described property situated in Douglas County, Nebraska:

Lot - - - **FIFTY-EIGHT** - - - Sokol Camp, a sub-division, in the County of Douglas, Nebraska, as surveyed, platted, and recorded,

**IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER SAID GRANTEE, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.**

PROVIDED HOWEVER, and this conveyance is made upon and subject to the limitations, restrictions, conditions, covenants, and reservations hereinafter set out which have been adopted by the Grantor pursuant to a general plan for the maintenance, improvement, and development of the "Association" and of the subdivision shown on the above-mentioned plat, and each of said limitations, restrictions, conditions, covenants and reservations shall run with and bind the premises herein conveyed and every part thereof until January 1, 1975, or until such earlier date, but after January 1, 1955, as the Grantor may, by and pursuant to the voluntary action of its stockholders, in the manner provided by law, be dissolved, and shall be binding upon every person who shall acquire an interest in, or become an occupant of, said premises or any part thereof during said period, and the Grantees hereby bind themselves, and their assigns, and the heirs and assigns of the survivor of them, to observe and perform said limitations, restrictions, conditions, covenants, and restrictions, to-wit:

SECTION 1. No sale, conveyance or transfer of the premises herein conveyed or any part thereof shall be made except to an individual member of the "Association" or to the "Association" itself; nor shall the said premises or any part thereof, be leased to, or occupied by anyone except an individual member of the "Association" and / or his or her dependent family, or except to or by the "Association" itself. Without limiting the effect or extent of the preceding sentence, it is hereby expressly provided that no right, title, or interest and no use, enjoyment or possession of said premises or any part thereof shall be permitted except to members of the Caucasian race.

SECTION 2. The premises herein conveyed shall be used exclusively for private dwelling purposes.

SECTION 3. Before commencing the erection, or placing of any new improvements, or the making of any substantial alterations, or additions to existing improvements, the Grantees shall first submit to the Association specifications and description of plans, or the plans themselves, showing the size, nature, shape, material, and location of such new improvements, alterations, or additions and secure Association's approval of same.

SECTION 4. No building shall be erected or placed on said premises other than (1) a singled detached dwelling, with not more than two-family accommodations, and which shall not be used, occupied, or improved for other than private residential purposes; and (2) a private garage, to be used only as such, with facilities for not more than two automobiles. Such dwelling shall be erected with at least 25 feet between the front or street lot-line and the front porch line, and the foundation walls shall be at least 10 feet from the side lines of said lot. Such garage shall be erected or placed on the rear of said lot whenever practicable, and not nearer than five feet from any lot line, nor nearer than 15 feet from the street line whenever practicable.

SECTION 5. No fence or hedge shall be built, placed, or maintained to or at a greater height than 4 feet from the grade adjacent to same at all points. No fence shall be built other than open spindle, picket, metal, or slat fences; and the use of barb-wire for any fence or guard purposes is prohibited.

SECTION 6. No nuisance shall be maintained on said premises, nor any loud or boisterous conduct be permitted thereon; nor shall any use of same tending to endanger the health conditions or unreasonably disturb the quiet of adjacent premises be permitted.

SECTION 7. No weeds, underbrush, rubbish, or unsightly objects or unsanitary conditions shall be placed, grown, or suffered to remain on said premises; and in the event Grantees fail or refuse to remove same, the Association may do so, or cause same to be done, and thereupon assess and collect the cost thereof from the Grantees, as a charge upon said premises.

SECTION 8. No commercial or business pursuit or occupation, nor any bill-boards or advertising signs or devices shall be permitted on said premises.

SECTION 9. No cows, horses, chickens, or any other animal or fowl shall be kept or allowed to be upon said premises or any part thereof, except that this shall not prevent the keeping of pet dogs or cats, provided further that only a reasonable number of such pets is kept and provided further that they are kept in such a manner as not to constitute a nuisance and so as not to affect in any way the full and peaceful use and enjoyment of adjacent property by those entitled thereto.

SECTION 10. Only a sanitary (chemical) toilet shall be erected or maintained on said premises, unless a more sanitary method is approved by the State Department of Health for this purpose.

RESERVATIONS. The Grantor reserves:  
(1) An easement for the construction, maintenance, alteration, and repair of lines and poles and conduits for electric lights, electric power, telephone and telegraph facilities, and also of gas and water mains and laterals, and other utilities, upon and over the said premises.  
(2) Sole and exclusive right to permit or license or conduct the construction, maintenance, and operation of any of the utilities or conveniences enumerated in the immediately preceding paragraph.  
(3) All title, rights, benefits, and uses to and of all accretion land which may be added to the premises shown and described on said plat.

The covenants, restrictions, limitations, and conditions herein shall bind, and shall inure to the benefit of, and be enforceable by, the Grantor and the owners of other residential lots shown on the plat referred to hereinabove. Any failure by the Grantor or any lot owner to enforce any such covenants, restrictions, limitations, or conditions shall in no event be deemed a waiver of the right to take such action thereafter, nor shall it be deemed a waiver of any other covenant, restriction, limitation, or condition herein set forth. All rights and remedies conferred by same shall be cumulative, and none shall be exclusive of any other rights and remedies allowed by law.

And the Grantor, of its own free will and desire, does hereby dedicate to the use and benefit of its Grantees, (including the Grantees in this within Deed) and their heirs, and assigns, of residential lots in this subdivision as shown on the plat thereof as originally recorded, the areas shown on said plat which are not included in residential Lots 1 to 99 for parks, parkways, playing fields, picnic grounds, streets, lanes and the like, and also dedicating such areas, improvements and facilities of community nature now or in the future, erected, for the respective uses and purposes, such areas, improvements and facilities, subject to the rules, regulations, and supervision the subject matter of this dedication, made and provided by the Board of Directors of the Association, or by the Association, as empowered by its Articles of Incorporation, and its By-Laws, as originally adopted or as subsequently duly and regularly amended, PROVIDED, HOWEVER,

- (1) That the general plan for maintenance, improvement, and development of said sub-division, as contained on said plat, shall be substantially followed, and that said general plan shall not be radically changed or fundamentally departed from, as by substantial change in the boundaries of playing fields, picnic grounds, parks, and the like, or as by a substantial change in the general location of community buildings, swimming pool, streets, and the like, or as by the laying out of additional residential lots, or as by similar or like means, unless and until there is first obtained the consent of the owners of three-fourths (3/4) of the residential lots in this sub-division as shown on said plat as originally recorded; and for the purpose of determining this consent, the Association may cast a vote for each lot to which it holds title.
- (2) That this dedication and its benefits shall run with the land.
- (3) That this dedication and its benefits shall terminate on January 1, 1955, or on such earlier date, but after January 1, 1955, as the Grantor corporation may, by and pursuant to the voluntary action of its stockholders, in the manner provided by law, be dissolved.

TO HAVE AND TO HOLD the above conveyed premises with the appurtenances thereunto belonging, subject nevertheless to the limitations, restrictions, conditions, covenants, and reservations, herein contained, unto the said Grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and the Grantor hereby covenants that it will warrant and defend the said premises subject to all the foregoing limitations, restrictions, conditions, covenants, and reservations, unto the Grantees named herein, and with their assigns, and with the heirs and assigns of the survivor of them, against only the lawful claims of all persons claiming by through, or under the Grantor. The delivery of this Deed to and receipt thereof by the Grantees shall constitute the Grantees' acceptance of this conveyance on their own behalf, and on the behalf of the heirs and assigns of the survivor of them, subject to the limitations, restrictions, conditions, covenants, and reservations herein contained, as fully as if the Grantees had signed this indenture.

IN WITNESS WHEREOF, the said Sokol Camp Association has caused this deed to be executed and its Corporate

seal to be affixed, on this 18th day of August 1945  
By J. J. Kral Secretary & Treasurer  
WITNESS J. J. Kral Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 18th day of August 1945 before me, personally and

F. J. Kracek President of the Sokol Camp Association to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Sokol Camp Association, and that the Corporate seal of the said Sokol Camp Association was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written  
My Commission expires the 26 day of April 1950

[Signature]  
Notary Public

INDEXED AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
18 Sept 45 AT 10:09 AM. THOMAS J. O'DONNOR, REGISTER OF DEEDS