

THIS CERTIFIES THE ABOVE TO BE A TRUE COPY OF AN ORIGINAL CERTIFICATE ON FILE WITH THE STATE DEPARTMENT OF HEALTH, BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

(STATE OF NEBRASKA)
(DEPARTMENT OF HEALTH)

C.L. Chism

Director of Vital Statistics and
Assistant State Registrar
Lincoln, Nebraska, Issued April 13,
1953.

PROTECTIVE COVENANTS AND
EASEMENTS,
Blodgett & Krajacic, Inc. et al
to
Public.

3-340
COMPARED

FILED April 15, 1953, at 3:51 P.M.
LUCILLE HORN GAINES, REGISTER OF DEEDS.
\$4.50

Re: "VALLEY VIEW ADDITION"
An addition to the City of
Plattsmouth, Cass County,
Nebraska, as surveyed, platted
and recorded.

PROTECTIVE COVENANTS AND EASEMENTS.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Blodgett & Krajacic, Inc., a Nebraska Corporation, and Maynard Tritsch and Doris Tritsch, husband and wife, being the owners of all of the lots and blocks in Valley View Addition, a subdivision of Lots 16, 31, 32, 33, 34, 35, and 36, in the Northwest quarter (NW $\frac{1}{4}$) of the Northeast 1/4 (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve North, Range Thirteen (13) East of the 6th P.M., in Cass County, Nebraska, with the exception of the following described tract situated in the southeast corner of said Lot 16: Beginning at the Southeast corner of Lot 16, thence running north for a distance of 42 feet, thence running west for a distance of 275 feet, thence running south for a distance of 42 feet to the South line of said Lot 16, thence running East along the South line of said Lot 16 for a distance of 275 feet to the place of beginning and containing .265 acres, more or less, do hereby state, declare and publish that all lots contained in said Blocks are and shall be owned, conveyed, and held under and subject to the following covenants, conditions, restrictions and easements:

The following pertain to all Lots contained in said Blocks with the exception of Lot 9, Block 5, in said Addition:

- 1) All lots in said Blocks shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage, and such other outbuildings as may be approved in writing by the undersigned; nor shall any parcel of ground less than a whole lot as surveyed, platted and recorded be at any time sold, conveyed, willed or otherwise transferred. This provision, however, shall not prevent the use of two or more whole lots as a single building site.
- 2) No noxious or offensive activity shall be conducted or permitted, nor shall anything be done or suffered, on any Lot which may be or become an annoyance or nuisance.
- 3) No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.
- 4) The main floor of all dwellings shall contain not less than 720 square feet.
- 5) The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:
 - a) Front yard - 28 feet
 - b) Side yard - 5 feet.
 - 6) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges, or other

plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

7) The undersigned hereby reserve the right to grant a license to the Telephone Company and the Power Company, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat and power, and for all telephone telegraph and message purposes, along the rear/^{five feet} and side boundary lines of each of said lots for the use and benefit of the owners and occupants of said Blocks.

The following pertain to Lot 9, Block 5, in said Addition:

- 1) No one shall or will erect or suffer or permit to be erected on any part of said lot any public bathing house, slaughterhouse, blacksmith shop, forge, foundry, or furnace, or any factory of any kind or nature whatsoever, or tannery or other factory for the manufacture or treatment or preparation of skins, hides, or leather or any brewery, malt house, or distillery, or any building, booth, or other structure for the manufacture or sale of any malt or spirituous, or distilled liquors or drinks of any description, or to be used as a livery stable or for the carrying on of any noxious, dangerous, or offensive trade or business.
- 2) No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any part of said lot shall at any time be used as a place of business; nor shall any structure of a temporary character ever be used as a place of business.
- 3) No piece of business shall exceed five stories in height and all buildings shall be uniform in design and style.

The following pertain to all lots and blocks in said Addition:

- 1) The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said lots executed and recorded in the manner provided by law.
- 2) Nothing contained in this instrument shall in any wise be construed or construed as imposing any liability or obligation for its enforcement upon the undersigned.
- 3) Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- 4) Each and every provision hereof shall bind and inure to the benefit of the undersigned, the survivor of them, their successors or assigns and the heirs, devisees, representatives and assigns of the survivor and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots, or portions of said Lot 9, Block 5.

IN WITNESS WHEREOF the parties hereto has affixed their signatures at Plattsmouth, Cass County, Nebraska, the 15th day of April, 1953.

Witness:

Barbara R. Richt

Witness:

SEAL

(BLODGETT & KRAJACIC, INC.)
(NEBRASKA CORPORATION)
(OMAHA, NEBR.)

BLODGETT & KRAJACIC, INC. A CORPORATION,
By Jack L. Blodgett President
and John J. Krajacic Secretary

Maynard Fritsch
Doris Fritsch

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of April, 1953, before me the undersigned, a Notary Public in and for said County, personally came, Jack L. Blodgett, President of Blodgett & Krajacic, Inc., to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Blodgett & Krajacic, Inc., and that the corporate seal of the said Blodgett & Krajacic, Inc. was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

(HERBERT F. SPIELHAGEN)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JAN. 5, 1954)
(DOUGLAS COUNTY NEBRASKA)

Herbert F. Spielhagen
Notary Public

My Commission expires: 1/5/54

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

On this 15th day of April, 1953, before me the undersigned, a Notary Public in and for said County, personally came Maynard Tritsch and Doris Tritsch, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Plattsmouth, in said County the day and year last above written.

Harold R. Lebens
Notary Public

(HAROLD R. LEBENS)
(GENERAL NOTARY)
(STATE OF NEBRASKA)

My Commission expires: May 1, 1958.

AFFIDAVIT
H.B.Koop
to
Public
COMPARED
FILED APRIL 16, 1953, at 11:55 A.M.
LUCILLE HORN GAINES, REGISTER OF DEEDS.
\$1.50
N

AFFIDAVIT

STATE OF NEBRASKA)
) ss.
CASS COUNTY)

H.B.Koop, being first duly sworn upon oath, deposes and says that he is the administrator of the estate of Carrie B. Thomas, that he knows it to be a fact that said Carrie B. Thomas died on the 24th day of August, 1952, that she was the owner of record of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-two (32), Township Twelve (12) North, Range Twelve (12) east of the 6th P.M., Cass County, Nebraska and until her death was in possession of said described real estate; that upon her death this affiant, as administrator of her estate, went into possession of said real estate as administrator and held possession of same until its sale to Helen Livingston Heyn at Referee's Sale on February 19, 1953; that subsequent to said date the said Helen Livingston Heyn went into possession of said premises and that she is now in possession thereof.

(ALLEN R. KOOP)
(NOTARIAL SEAL) Subscribed in my presence and sworn to before me this 15th day of April, 1953.
(COMMISSION EXPIRES)
(FEB. 28, 1959)
(CASS COUNTY NEBRASKA)

H.B.Koop
H.B.Koop
Allen R. Koop
Notary Public
Commission expires 2-28-59.
