

MISCELLANEOUS RECORD No. 11

THE PAPERSON TIMES, PAPERSON, NEBR. 1942-13

Filed December 1, 1942 at 9:30 o'clock A. M.

KOZY HOMES, INC., ET AL :
TO :
WHOM IT MAY CONCERN :
Pro. Covenants. \$1.55 Pd. :

James O. Straw
County Clerk

PROTECTIVE COVENANTS

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 4500 square feet, nor a width of less than 45 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 any annoyance or nuisance to the neighborhood.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with the owner or tenant.

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 \$2500.00 shall be erected on any lot, the ground floor area of the main structure exclusive of one-story porches, shall be not less than 500 square feet in the case of a one-story structure. 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 Jan. 1, 1970, at which time said covenants shall automatically extend 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 covenants 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.

Kozy Homes, Inc. *****
Joe C. Larson Pres. *KOZY HOMES, INC.*
Howard W. Heberly *CORPORATE SEAL*

Approved and signed as to Lots 1, 2, 3, 4 Block 133, in the City of Bellevue, Sarpy County, Nebraska.

KOZY HOMES, INC. Kozy Homes Inc.
CORPORATE SEAL Joe C. Larson, Pres.

State of Nebraska)
County of Sarpy)ss.

On this 30th day of Nov., 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared Joe C. Larson, Pres, to me known to be the identical person who signed the above instrument as to Lots 1-2-3 & 4 in Block 133, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed, and the voluntary act and deed of said corporation

Witness my hand and seal the date aforesaid.

JOS. E. STRAWN NOTARIAL SEAL GENERAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JUNE 1, 1948 *

Jos. E. Strawn
Notary Public

Approved and signed as to Lots 9, 11 & 12, Block 133, in the City of Bellevue, Sarpy County, Nebraska. With permission to locate the house now on lot 10 on lot 11 or 12 in said block.

Minnie B. Heberly

State of Nebraska)
County of Douglas)ss.

On this 28 day of November 1942, before me, a Notary Public in and for Douglas County, Ne-

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braska, duly commissioned and qualified, personally appeared Howard V. Moberly and Minnie P. Moberly, to me known to be the identical person who signed the above instrument as to Lots 9-10, A 12 in Block 133, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be their voluntary act and deed.

Witness my hand and seal the date aforesaid.

 RUTH MATISON NOTARIAL SEAL *
 DOUGLAS COUNTY, NEBRASKA *
 COMMISSION EXPIRES MAY 14, 1940*

Ruth Matison
 Notary Public

IN MATTER OF ESTATE :
 OF :
 JOHN ROHWER, DEC'D. :
 Will & Decree \$3.95 Pd. :

Filed December 2, 1942 at 9 o'clock A. M.

Russ Oster
 County Clerk

(copy)

LAST WILL AND TESTAMENT OF
 John Rohwer

I, John Rohwer, of Gretna, Sarpy County, Nebraska, being of sound and disposing mind and memory, but considering the uncertainty of this mortal life and desiring to make disposition of all the property I may own at the time of my death, do hereby make, publish and declare this my Last Will and Testament, in words and figures as follows:

FIRST: I direct that all my just debts, funeral expenses and expense of administering my estate be paid by my executrix hereinafter named, out of my personal property, as soon as convenient after my death.

SECOND: I give, devise and bequeath to my beloved wife, Kate Rohwer, the 40 acres of land I now own in Section Four (4), Township Thirteen (13), Range Ten (10), in Sarpy County, Nebraska, being Tax Lots G and H in said Section Four (4). I also give and devise to my beloved wife, Kate Rohwer, my property in Gretna, described as Lot Eighteen (18), Block Two (2), South Gretna, Sarpy County, Nebraska.

THIRD: I have heretofore conveyed certain lands to three of my children, to-wit, Charles Frederick Rohwer, Lena Sophie Rohwer and Anna Catherine Rohwer and therefore do not make provisions for them in this my Will.

FOURTH: To my daughter, Marie C. Ehlers, I will the mortgage and indebtedness secured thereby which I now hold upon the 80 acres of land in Section Seven (7), Township Thirteen (13), Range Eleven (11), Sarpy County, Nebraska, the title of which now stands in John H. Ehlers, her husband, and it is therefore my will that at my death the said mortgage and indebtedness, due from my said daughter, Marie C. Ehlers and John H. Ehlers, her husband, shall be remitted or canceled so far as my estate is concerned. The said mortgage and notes may be assigned to her if she so requests. This provision of my will shall apply to any renewal notes or new mortgage which I may take from them for their indebtedness to me and it is my will that my daughter, Marie C. Ehlers, shall not otherwise share in my estate.

FIFTH: All the rest and residue of my property, both real and personal, I give, devise and bequeath to my beloved wife, Kate Rohwer.

SIXTH: I hereby name and appoint Anna Catherine Rohwer, Executrix of this my last will and testament, and hereby revoke any and all wills heretofore made by me.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name this 10th day of January, 1937.

IN PRESENCE OF

(signed) J.P. Spearman

(signed) JOHN ROHWER

(signed) C.P. Miller

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Estate)
 of)
 JOHN ROHWER)
 Dec'd.)

Estate No. 2309

FINAL DECREE.

Now on this 1st day of December, 1942, this matter came on to be heard on the final account and petition for discharge of Anna Catherine Rohwer, executrix of the estate of John Rohwer, deceased, and for distribution of the personal property of said estate, the assignment of the real estate of said estate and the evidence, and was submitted to the Court, upon consideration whereof the Court finds that due and legal notice of the time and place of hearing on said final account and petition for discharge has been given to all persons interested in said estate, as provided by law, whereupon the Court being fully advised in the premises finds as follows:

MISCELLANEOUS RECORD No. 11

Charles C. Hanson : Filed December 11, 1941, at 4 o'clock P. M.
TO :
WHOM IT MAY CONCERN :
AFF. \$.90 d. :
County Clerk

AFFIDAVIT

STATE OF NEBRASKA

(SS.

COUNTY OF DOUGLAS)

Comes now Charles C. Hanson and under oath deposes and says that he is the son of Charlie Hanson and Stella M. Hanson who were the owners of Lots 1, 2, and 3, in Block 303, Bellevue, Nebraska, and that his father, Charlie Hanson and Stella Cox Hanson transferred said property by Warranty Deed, at entry #14 in the Abstract of Title for said property, to Adolph F. Krenek and Isabell Krenek, as joint tenants.

Affiant further states that his father and mother, Charlie Hanson and Stella M. Hanson were the owners of Lots 10, 11, and 12, in Block 303, Bellevue, Nebraska, and at entry #29 in said Abstract of Title, transferred by Warranty Deed said property to Adolph F. Krenek and Isabell Krenek, as joint tenants.

Affiant further states that stella M. Hanson and Stella Cox Hanson are one and the same person and his mother, and was the wife of Charlie Hanson and is now deceased.

Further this affiant sayeth not.

Charles C. Hanson

Subscribed in my presence and sworn to before me this 4 day of December, 1941.

BERNARD J. BOYLE & NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 23, 1943 *

Bernard J. Boyle
Notary Public

CITY OF BELLEVUE : Filed December 12, 1941, at 9:30 o'clock A. M.
TO :
WHOM IT MAY CONCERN :
ORD. \$1.15 Pd. :
County Clerk

CITY OF BELLEVUE, NEBRASKA
ORDINANCE NO. 193

AN ORDINANCE VACATING THE ALLEY RUNNING NORTH AND SOUTH IN BLOCK 133 IN THE ORIGINAL VILLAGE, NOW CITY, OF BELLEVUE, NEBRASKA.

WHEREAS the appraisers heretofore appointed to ascertain and assess the damages sustained by the citizens of Bellevue, Nebraska, or by the owners of property therein, by reason of the proposed vacation of the alley running North and South in Block 133, in the Original Village, now City of Bellevue, Nebraska, have filed with the City Clerk their written report and assessment, finding that no damage will accrue to the citizens of said City, or to the owners of property therein, by reason of such proposed vacation,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1: That the alley running North and South in block 133, in the Original Village, now City of Bellevue, Nebraska, be and it hereby is vacated.

Section 2: There being no newspaper published in said City, three typewritten copies of this ordinance shall be posted up, one in each of three public places in the City, and the following are found and declared to be public places in said City:

- 1. Bellevue Grocery;
- 2. Bellevue Market;
- 3. Morrison's Food Store.

Section 3: This ordinance shall become effective and be in force from and after its passage approval and posting.

Passed this 21st day of November, 1941.

ATTEST:

Elizabeth P. Smith City Clerk
CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

F. H. Freeman
Mayor

MISCELLANEOUS RECORD No. 11

F.H.FREEMAN, Mayor
 MEMBERS OF COUNCIL
 CHAS. E. COVINGTON
 H. J. FRAZIER
 ELMER JOHNSON
 E. E. ROSSER, JR.

NEBRASKA'S FIRST TERRITORIAL CAPITOL 1854-1855
 CITY OF BELLEVUE
 BELLEVUE, NEBRASKA

ELIZABETH L. SMITH, City Clerk

C E R T I F I C A T E

STATE OF NEBRASKA)
 COUNTY OF SARPY (SS.
 CITY OF BELLEVUE)

I, Elizabeth P. Smith, the duly elected, qualified, and acting City Clerk of the City of Bellevue, Sarpy County, Nebraska, do hereby certify that the foregoing ordinance, designated as Ordinance No. 193 of said City and entitled:

"AN ORDINANCE VACATING THE ALLEY RUNNING NORTH AND SOUTH
 IN BLOCK 133 IN THE ORIGINAL VILLAGE, NOW CITY, OF
 BELLEVUE, NEBRASKA."

was passed by the Mayor and Council of said City on the 21 day of November, 1941, and was signed and approved by said Mayor on the Nov. day of November, 1941, and was posted in three public places in said City:

1. Bellevue Grocery;
2. Bellevue Market;
3. Morrison's Food Store,

by me on the 22nd day of November, 1941.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of said City

this 21st day of November, 1941.

 CITY OF BELLEVUE SEAL *
 SARPY COUNTY, NEBRASKA *

Elizabeth P. Smith
 City Clerk

ERVIN E. PETERSON, ETAL : ^ Filed December 12, 1941, at 11 o'clock A. M.
 TO :
 WHOM IT MAY CONCERN : ^
 Protect. Covenants \$1.80 Pd. : ^

Ervin E. Peterson
 County Clerk

PROTECTIVE COVENANTS
 Whom it may Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots 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 35 feet to the front lot line, No building, except a garage or other outbuilding, located 30 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 4,500 square feet nor a width of less than 45 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 550 square feet in the case of a one-story structure and 500 square feet in the case of a 1 1/2 or 2 story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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

MISCELLANEOUS RECORD No. 10

CRAWFORD LUMBER & COAL CO. :
WHOM IT MAY CONCERN :
COST \$1.80 Pd.

Filed August 29, 1941, at 10 o'clock A.M.

Paul D. ...
County Clerk

PROTECTIVE COVENANTS

FOR BLOCK SIXTY-TWO (62), Village of Bellevue, Sarpy County, Nebraska.

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 10 years unless by vote of a majority of the then owners of the lots it is agreed to change 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 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.

B No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling.

One and one-half stories in height and a private garage for not more than two cars.

C No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line.

No residence or attached appurtenances shall be erected on any lot farther than 40 feet from the front lot line.

D No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6762 square feet or a width of less than 46 feet at the front building setback line.

E 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.

F 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.

G No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 616 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half story structure.

H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

THE UNDERSIGNED are the owners of all of the lots in Block Sixty-two (62), Village of Bellevue, Sarpy Co. Nebr. IN WITNESS WHEREOF, we have herunto set our hands at Papillion, Nebraska, this 16th day of August, A. D. 1941. BY OWNERS of Lots One (1), Two (2) and Three (3), Block Sixty-Two (62), Village of Bellevue, Sarpy County, Nebraska.

Witness:
Jos. E. Strawn

* CRAWFORD LUMBER AND COAL CO *
* EARLHAM, IOWA CORPORATE SEAL *

CRAWFORD LUMBER & COAL COMPANY
By: E Crawford President
Attest: _____ Secretary

BY OWNERS of Lots Ten (10), Eleven (11) and Twelve (12), Block Sixty-Two (62), Village of Bellevue, Sarpy County, Nebraska.
Witness:
Wm. S. Frazier

Harry J. Frazier

MISCELLANEOUS RECORD No. 10

697

BY OWNERS of Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Block Sixty-Two (62), Village of Bellevue, Sarpy County, Nebraska.

Wm. S. Frazier.

Mrs Emma Martin (Administratrix)

STATE OF NEBRASKA) ss:
COUNTY OF SARPY)

On this 15th day of August A. D. 1941 before me, a notary public duly commissioned and qualified in and for said county, personally came the above named E. Crawford President of CRAWFORD LUMBER & COAL COMPANY, who are personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation, and they acknowledged the instrument to be their 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 aforesaid.

JOS. E. STRAWN NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 8, 1943 *
My commission expires 12-8-43

Jos. E. Strawn
Notary Public

STATE OF NEBRASKA) ss:
COUNTY OF SARPY)

On this 20 day of August, A. D. 1941 before me, a notary public duly commissioned and qualified in and for said county, personally came the above named Harry J. Frazier and Single, personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument, and they acknowledged said instrument and the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and official seal at Bellevue Neb. in said county, the date aforesaid.

W. L. COCKRELL NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 15, 1942 *
My commission expires 3-15-42

W. L. Cockrell
Notary Public

STATE OF NEBRASKA) ss:
COUNTY OF SARPY)

On this 20 day of August, A.D. 1941 before me, a notary public duly commissioned and qualified in and for said county, personally came the above named Mrs. Emma Martin and Widow personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument and they acknowledged said instrument and the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and official seal at _____ in said county, the date aforesaid.

W. L. COCKRELL NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 15, 1942 *
My commission expires 3-15-42

W. L. Cockrell
Notary Public

JOHN A. GRAFF ETAL
TO
METROPOLITAN UTILITIES DIST.
Agreement \$1.15 Pd.

Filed August 29, 1941, at 10 o'clock A.M.

Paul Deter
County Clerk

REVOCABLE LICENSE AGREEMENT

This AGREEMENT entered into by and between Metropolitan Utilities District of Omaha as first party and John A. Graff & Bernice Graff as second party.

WHEREAS second party is now the owner of the following described real estate situated in the County of SARPY, State of Nebraska, to-wit:

MISCELLANEOUS RECORD No. 11

of William Durkop ought be discharged and exonerated.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED BY THE COURT that Fred Schmietenknop died intestate on the 20th day of May, 1941, leaving as his sole heirs at law his wife and widow, Alma Schmietenknop of Fort Crook, Nebraska, and Henry Schmietenknop of Hooper, Nebraska, a first cousin; that the said Henry Schmietenknop filed a disclaimer and relinquishment of his interest in and to this estate and the property of the deceased, both real and personal, and that he no longer has any interest therein and thereto, and, by reason thereof, the said remaining heir, Alma Schmietenknop, is decreed to be the sole owner of all of the personal property and the

The North Half of the South West Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Seventeen (17) and the South East Quarter of the North East Quarter of the South East Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Eighteen (18), all in township Thirteen (13), Range Thirteen (13), East of the 6th P.M., containing 90 acres more or less, located in Sarpy County, Nebraska; and it is further ORDERED ADJUDGED, AND DECREED that the Administrator of this estate, Fred Schneckloth, has, in all respects, fully and truly accounted to this Court for the assets of this estate and their proper distribution, and he ought be and is hereby ordered discharged from his trust herein, and his bondsman, William Durkop, is hereby released and his bond exonerated.

BY THE COURT

Harvey A. Collins
Judge

SEAL OF THE COUNTY COURT
SARPY COUNTY NEBRASKA

Dated this 1st day of September 1942.

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA
(Certified Copy of Record)

STATE OF NEBRASKA)
County of Sarpy) ss.

I, Harvey A. Collins, Judge of the County Court, of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

"FINAL DECREE"

Re:

Estate of FRED SCHMIETENKNOP, Deceased.

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 1 day of September A. D. 1942.

SEAL OF THE COUNTY COURT
SARPY COUNTY NEBRASKA

HARVEY A. COLLINS
Judge of the County Court

By Vera Anderson
Clerk of the County Court

CHAS. W. GRADE ET AL :
WHOM IT MAY CONCERN :
Protect. Covenants \$1.25 Pd.:

Filed September 1, 1942 at 4:30 o'clock P.M.

James Deter
County Clerk

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change 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 one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be shown and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be

MISCELLANEOUS RECORD No. 11

located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 17 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached apartment shall be erected on any lot farther than 40 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than 45 feet at the front building setback line, as shown on the recorded plat.

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 out-building 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. No dwelling costing less than \$2,000 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 440 square feet in the case of a one-story structure and 360 square feet in the case of a 1 1/2 or two-story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

Approved and signed as to Lot 4-5-C-, Block 98, City of Bellevue, Sarpy County, Nebraska

By Chas. W. Chadd

Mabel Lillian Chadd

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 31st day of August, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified for the residing said County, personally came Chas. W. Chadd and Mabel Lillian Chadd to me known to be the identical persons whose names are affixed to the foregoing instruments, and acknowledged the same to be their voluntary ACT and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

A. F. PACHELDER NOTARIAL SEAL
SARPY COUNTY NEBRASKA
COMMISSION EXPIRES DEC. 1, 1942
My commission expires Dec. 1-42

A. F. Pachelder
Notary Public

LOUIE E. ELWOOD :
TO :
JAMES W. ELWOOD :
Power of Att'y. \$75 Pd. :

Filed September 4, 1942 at 2 o'clock P. M.

Rex B. Elwood
County Clerk

POWER OF ATTORNEY; KNOW ALL MEN BY THESE PRESENTS.

THAT I, Louie E. Elwood, do by these presents, make, constitute and appoint JAMES W. ELWOOD (my husband) my true and lawful ATTORNEY in fact for myself and in my name, place and stead, to handle all my property REAL, INTANGIBLE and PERSONAL; to buy, sell, lease, exchange, mortgage, apothecate, or intrust any such property I now may own or have any interest in or may hereafter acquire, whether real estate, or, money, bonds, or other securities, or other intangible property of any kind and nature, giving and granting unto my said attorney in fact, full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done, as fully as if I might or could do it if I were personally present; hereby ratifying and confirming the execution of all legal documents of every kind and nature and all other acts of my said attorney in performing the powers delegated herein.

Witness my hand this 7th day of August 1938.

Louie E. Elwood

State of Nebraska }
Douglas County } ss.

On this 7th day of August A. D. 1938 before me, the undersigned Rex B. Elwood a Notary Public duly commission and qualified for and residing in said county personally came LOUIE E. ELWOOD to

MISCELLANEOUS RECORD No. 11 - 96

ANDERSON REALTY CO., INC. :
 TO :
 WHOM IT MAY CONCERN :
 Res. \$1.45 Pd. :

Filed December 2, 1941, at 9:30 o'clock A. M.

Carrie Grace
 County Clerk

R E S O L U T I O N

WHEREAS, ^{O.K.C.G.} ANDERSON REALTY CO., INC., a corporation, heretofore on or about August 15, 1941, executed and acknowledged Protective Covenants relating to Lots 1 to 23 inclusive, in Airview, an addition to the Village of Fort Crook, Sarpy County, Nebraska, and said Protective Covenants appear of record August 15, 1941 in Book Miscellaneous 10, Page 684 of the records of Sarpy County, Nebraska, and

WHEREAS, by inadvertance and mistake said Protective Covenants therein provide as follows:
 "In any event no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 23 feet to any side street line; except that on lots one (1) two (2), three (3), and sixteen (16). No building shall be located nearer than twenty (20) feet to the front lot line, nor nearer than 23 feet to any side street line," and

WHEREAS, it appears that the said Protective Covenants are not entirely adapted to the above described property, for the reason that especially as applies to Lot 16 it would have been improper and inadvisable from a landscaping point of view to have the closest part of the house 20 feet to the front lot line, and that therefore the covenants were adopted by inadvertance and mistake.

NOW, THEREFORE, BE IT RESOLVED that the said Protective Covenants be and the same hereby are modified and amended so that the above quoted language shall be amended and modified so that as amended it shall read as follows:

FEDERAL HOUSING ADMINISTRATION RECEIVED NOV 21 1941	
Fee	Sch #
Prem	By
Cash	Check

"In any event no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 23 feet to any side street line; except that on lots one(1), two (2), three (3) and sixteen (16), no building shall be located nearer than 18 feet to the front lot line, nor nearer than 23 feet to any side street line,"

 ANDERSON REALTY COMPANY CORPORATE*
 SEAL FORT CROOK, NEBRASKA *

and that as amended said Protective Covenants shall be in full force and effect, and they are hereby ratified and confirmed as amended hereby, and the said amendment shall be in force and effect upon and after the date of recordation of this Resolution so amending said covenants.

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

Carrie Grace being duly sworn, deposes and says that she is Secretary of ^{O.K.C.G.} Anderson Realty Co., Inc., a Nebraska corporation, and as such Secretary has charge of the books of said corporation, and FURTHER CERTIFIES that at a meeting of the Board of Directors of said corporation upon the 19th day of November, 1941, said corporation by unanimous vote of the Directors adopted the original of the foregoing Resolution, amending and modifying the Protective Covenants therein described, AND IT IS FURTHER CERTIFIED that said Resolution is in full force and effect without modification or rescission, and that the foregoing is a copy of said Resolution as adopted and now in full force and effect.

Carrie Grace
 Secretary

Anne S. Schwartz
 Notary Public

SUBSCRIBED in my presence and sworn to before me this 19th day of November, 1941.

 ANNE S. SCHWARTZ NOTARIAL SEAL *
 DOUGLAS COUNTY, NEBRASKA *
 COMMISSION EXPIRES APR. 15, 1947 * My commission expires April 15, 1947.

MISCELLANEOUS RECORD No. 11 - 97

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 a 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 4,500 square feet nor a width of less than 45 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: _____. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska..

FEDERAL HOUSING ADMINISTRATION		
RECEIVED		
OCT 23 1941		
Fee	Sch #	
Prem	By	
Cash	Check	

By Brewer-Korisko Funeral Home
By Jerome Korisko
Owner.

Approved and signed as to Lots 1, 2, 3, 10 and 11 Blk 250 Village of Bellevue, Sarpy County, Nebraska.

BELLEVUE HOMES, INC.
Brewer-Korisko Funeral Home
By Jerome Korisko
Owner

(Verification)

STATE OF NEBRASKA,)
) ss
COUNTY OF DOUGLAS)

On this 7 day of October, 1941, before me, Ralph E. Bragonier, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Jerome Korisko to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be his voluntary act and deed.

WITNESS MY hand and seal at Omaha, in said County, the day and year last above written.

RALPH E. BRAGONIER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 3, 19 *

Ralph E. Bragonier
Notary Public
My commission expires 3-3-1945

MISCELLANEOUS RECORD No. 11 -99

THE OREGON TIMES, PORTLAND, OREGON, 1941-2

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 a 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 4,500 square feet nor a width of less than 45 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 become an annoyance or nuisance to the neighborhood.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: Oct. 6-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Willie Clifford Bush
Owner

Approved and signed as to Lot 1, 2, 3, 4, 5 and 6 in Blk. 178 Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Willie Clifford Cox
Owner

(Verification)

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 6 day of October, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared _____ Mrs. Willie Clifford Cox to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be her voluntary act and deed.

WITNESS MY hand and seal at Bellevue, in said Sarpy County, the day and year last above written.

A. B. BACHELDER NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

A. B. Bachelder
Notary Public
My commission expires Dec 1-42

MISCELLANEOUS RECORD No. 11-100

THE OFFICIAL USE, PAPERS, GEN. REG. 100-10

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 4,500 square feet nor a width of less than 45 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that the covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: Oct. 6 - 1941. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Carl Carlson
Owner.

Approved and signed as to All of Block 251, Village of Bellevue, Sarpy County, Nebraska.

By Carl Carlson
Owner.

(Verification)

STATE OF NEBRASKA }
COUNTY OF SARPY } ss

On this 6 day of October, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Carl Carlson to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be his voluntary act and deed.

WITNESS MY hand and seal at Bellevue, in said Sarpy County, the day and year last above written.

A. B. BACHELDER NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

A. B. Bachelder
Notary Public
My commission expires Dec. 1 - 1942

DOROTHY M. COCKRELL, ETAL :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

Filed December 3, 1941, at 9 o'clock A. M.

James D. Tuttle
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the 251

MISCELLANEOUS RECORD NO. 11-101

THE PUBLICATION OF THIS COPIATION HEREIN IS PROHIBITED

be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: Oct 6-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Dorothy M. Cockrell
Owner.

Approved and signed as to 5 & 6 Blk 196, Village of Bellevue, Sarpy County, Nebraska.

By W. L. Cockrell
Owner.

(Verification)

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 6 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Dorothy M. Cockrell & W. L. Cockrell to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be their voluntary act and deed.

WITNESS MY hand and seal at Bellevue, in said Sarpy County, the day and year last above written.

A. B. BACHELDER NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

A. B. Bachelder
Notary Public
My commission expires Dec 1 - 1942

A. R. BROTHERS :
TO :
WHOM IT MAY CONCERN :
Protect Covenants \$2.60 Pd. :

Filed December 3, 1941, at 9 o'clock A. M.

James D. Tuttle
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots 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

MISCELLANEOUS RECORD No. 11-102

race domiciled with an owner or tenant.

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 \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: Oct 7-41. Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By A. R. Brothers
Owner.

Approved and signed as to Lot 12 Block 249 Village of Bellevue, Sarpy County, Nebraska.

By _____
Owner

(Verification)

STATE OF NEBRASKA }
COUNTY OF SARPY } ss

On this 7 day of Oct, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Andrew Brothers to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be his voluntary act and deed.

WITNESS MY hand and seal at LaPlatte, in said Sarpy County, the day and year last above written.

A. B. BACHELDER NOTARIAL SEAL*
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC.1, 1942*

A. B. Bachelder
Notary Public
My commission expires Dec. 1 - 42

MRS. BERTHA H. OLSON :
TO :
WHOM IT MAY CONCERN :
Protect.Covenants \$2.60 Pd.:

Filed December 3, 1941, at 9 o'clock A. M.

Bessie D. Jones
County Clerk

PROTECTIVE COVENANTS
Whom It May Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots 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.

MISCELLANEOUS RECORD NO. 11-103

THE PAPERON TIMES, PAPERON, NEBR. (1927-2)

any character be used as a residence.

No dwelling costing less than \$2,500 shall be permitted 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 in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

DATED: Oct. 6-41: Covers all vacant lots in Blocks 195, 194, 179, 178, 177, 196, 249, 250, and 251, Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Bertha H. Olson
Owner.

Approved and signed as to Lots (9) Nine (10) Ten (11) Eleven (12) Twelve, Blk (178) One Hundred Seventy eight Village of Bellevue, Sarpy County, Nebraska.

By Mrs. Bertha H. Olson
Owner.

(Verification)

STATE OF NEBRASKA }
COUNTY OF SARPY } ss

On this 6 day of October, 1941, before me, A. B. Bachelder, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Mrs. Bertha H. Olson, ^{to me known to be} the identical person ^{described in and} whose name is affixed to the foregoing instrument, and acknowledged said instrument to be her voluntary act and deed.

WITNESS MY hand and seal at Bellevue, in said Sarpy County, the day and year last above written.

A. B. BACHELDER NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 1, 1942 *

A. B. Bachelder
Notary Public
My commission expires Dec. 1-1942

BELLEVUE DEVELOPMENT ASS'N. :
TO :
WHOM IT MAY CONCERN :
Protect. Covenants \$2.60 Pd. :

Filed December 3, 1941, at 9 o'clock A. M.

Boone D. ...
County Clerk

PROTECTIVE COVENANTS
WHOM IT MAY CONCERN

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots 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 a 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 4,500 square feet nor a width of less than 45 feet at the front building setback line.

MISCELLANEOUS RECORD No. 11

SUBSCRIBED in my presence and sworn to before me this 11th day of April, 1942.

Wm J. Shallcross
Notary Public

WM J. SHALLCROSS NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY, 5, 1947 *

My commission expires July 5, 1947.

E.C. WESTCOTT ET AL :
WHOM IT MAY CONCERN :
PROTECT COVENANTS \$2.55 Pd. :
----- ^

Filed April 15, 1942 at 1:30 o'clock P.M.

Bernice Oates
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: Lots to be used for residence purposes only. No structure shall be erected, 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 35 feet to the front lot line.

No building, except a 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 4500 square feet nor a width of less than 45 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2500.00 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 550 square feet in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance. Minimum ground floor area for 1½ or 2 story structure to be 500 square feet.

These covenants are to run with the land and shall be binding on all the 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 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.

The above covenants apply to the following lots and blocks in Bellevue, Sarpy County, Nebraska:

MISCELLANEOUS RECORD No. 11

KOZY HOMES INC.

TO

WHOM IT MAY CONCERN

PROTECTIVE COVENANTS \$1.40 Pd.

Filed April 29, 1942, at 5 o'clock P.M.

Ada Seater
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: Lots to be used for residence purposes only. No structure shall be erected, 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 35 feet to the front lot line.

No building, except a 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 4500 square feet nor a width of less than 45 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 persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2500.00 shall be permitted on any lot. The ground-floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 550 square feet in the case of a one-story structure nor less than 500 square feet in the case of a 1 1/2 or 2 story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 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.

Approved and signed as to Lots 1 to 12, Block 310, and Lots 1 to 12, Block 319, City of Bellevue, Sarpy County, Nebraska.

STATE OF NEBRASKA)

) ss

Kozy Homes, Inc.

By Joe C. Larson, Pres.

COUNTY OF DOUGLAS)

On this 29th day of April, 1942, before me, Ada Seater a Notary Public, duly appointed and qualified for and residing in said County, personally appeared Joe C. Larson to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and to me known to be the President of Kozy Homes, Inc., and acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of the said corporation.

Witness my hand and seal at Omaha, in said County, the day and year last above written.

My commission expires Feb. 26, 1948.

Ada Seater

Notary Public

 ADA SEATER NOTARIAL SEAL *
 DOUGLAS COUNTY, NEBRASKA *
 COMMISSION EXPIRES FEB. 26, 1948 *

MISCELLANEOUS RECORD No. 11

Upon consideration of the evidence and being fully advised, the court finds that the allegations of plaintiff's petition are true, and finds generally in favor of the plaintiff and against the defendant, and that plaintiff is entitled to a divorce from defendant upon the grounds of extreme cruelty.

The court further finds that said parties are joint owners of Lots 4, 5, and 6 in Block 103, in the Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded, and that said real estate should be assigned exclusively to plaintiff,

IT IS, THEREFORE, CONSIDERED AND DECREED: That the marriage relations between the plaintiff and defendant be, and hereby are, dissolved, set aside and held for naught, and said parties are released from all of the obligations thereof and restored to all of the rights and privileges of unmarried persons, except the right to marry any other person within six months after the entry of this decree. It is further ordered and decreed that said Lots 4, 5, and 6 in Block 103 in the Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded, be, and the same are hereby awarded and assigned exclusively to the plaintiff, and that plaintiff pay the costs of this action, taxed at \$ ____.

By the Court,
Herbert Rhoades,
Judge.

THE STATE OF NEBRASKA)

(SS

COUNTY OF DOUGLAS)

I, FRANK McGRATH, Clerk of the District Court, in and for Douglas County in the Fourth Judicial District of Nebraska, do hereby certify that the above and foregoing is a true copy of Decree entered in a cause in said Court wherein Arthur E. Bachelder is Plaintiff and Fannie E. Bachelder is Defendant, Docket 321 Number 140 as the same appears fully upon the records of said Court now in my charge remaining as Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Omaha, this 10th day of March A. D., 1937.

THE DISTRICT COURT SEAL *
DOUGLAS COUNTY, NEBRASKA*

FRANK McGRATH CLERK
BY Frank Russell DEPUTY

BELLEVUE HOMES INC. ETAL:
TO :
WHOM IT MAY CONCERN :
RESTRICT. COV. \$3.10 Pd. :

Filed January 29, 1942, at 4 o'clock P.M.

Frank Russell
County Clerk

RESTRICTIVE COVENANT.

This Indenture made this 30th day of August, 1941, by and between the parties whose names are affixed hereto and who own and hold in fee simple the several pieces of real estate described following their respective names:

"Bellevue Homes, Inc." - Lots 1 to 12, inclusive, Block 192; Lots 1, 2, 3, 4, 5, and 6 Block 252; Lots 1, 2, 3, 4, 5, and 6 Block 253; Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 254; Lots 11 and 12, Block 265, all in the Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

Ernest Speraw and Elizabeth Speraw, husband and wife, Lots 1 to 12 Block 191 in the Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

Lyle C. Sailors and Elsie L. Sailors, husband and wife, Lots 7, 8 and 9, Block 253 in the Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

John M. Robinson Single, Lots 10, 11 and 12, Block 253, Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

W. S. Frazier and Barbara D. Frazier, husband and wife, Lot 12, Block 252, Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

Pharis Shriver and Jessie Shriver, husband and wife, Lots 1 to 12, Block 193, Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

Claude Jolly and Helen Jolly, husband and wife, Lot 1, Block 180, Village of Bellevue, Sarpy County, Nebraska, as surveyed, platted and recorded.

WITNESSETH: For the purpose of creating a district comprising all the property abutting on Jefferson Street and Washington Street and the intersections between 26th Avenue and 27th Avenue,

MISCELLANEOUS RECORD No. 11

in the village of Bellevue, Sarpy County, Nebraska, the use and occupation of which shall be restricted to use and occupation as prescribed under zoning ordinances of the village of Bellevue, such said ordinances being as follows:

ORDINANCE NO. 177: Section 3. "A" RESIDENCE DISTRICT. - The regulations set forth in this section or set forth elsewhere in this ordinance when referred to in this section are the district regulations in the "A" Residence District. Subdivision 1. A building or premises shall be used only for the following purposes: (1) One and two family dwellings. (2) Churches. (3) Schools, elementary and high. (4) Libraries, museums, parks, playgrounds, branch telephone exchanges and also buildings used for the housing of fire fighting equipment, commonly known as fire stations and community buildings, when such fire stations and community buildings are owned and controlled by Village, County or State. (5) Farming and truck gardening. (6) Hospitals or institutions of an educational, philanthropic or eleemosynary nature. (7) Accessory buildings including one private garage when located not less than seventy feet from the front line or within or attached to the dwelling. (8) Uses customarily incident to any of the above uses when located on the same lot and not involving the conduct of a business; including home occupation not involving the conduct of a business on the premises, and the office of a physician, surgeon, dentist, musician, beauty operator, or artist, when situated in dwelling; Provided, no name plate shall exceed one square foot in area. No signs exceeding eight square feet in area appertaining to the lease, hire or sale of a building or premises, nor advertising sign of any other character shall be permitted in any "A" Residence District. Subdivision 2. Height regulations: Height: No building hereafter erected or structurally altered shall exceed thirty-five feet or two and one-half stories. Subdivision 3. Area Regulations: (1) Setback: There shall be a setback line of not less than thirty-five feet; Provided, that (a) where forty per cent or more of the frontage is built up with buildings, the majority of which have an average setback with a variation of not more than six feet, no building, hereafter erected or structurally altered, shall project beyond the average setback line so established; and provided further, that this regulation shall not be so interpreted as to require a setback line of more than fifty feet; (b) on corner lots, the front of the building shall comply with the setback requirements upon the street upon which the front of the building faces; The side of the building shall be set back to conform to not less than half the setback required for buildings on lots fronting upon the side street, except that where there are no lots fronting on that street the sideyard requirements only shall apply. Accessory buildings on corner lots, regardless of which way such buildings face, shall be set back to conform with the full front setback required on both streets, except that where there are no lots fronting upon one street, the sideyard requirements only shall apply upon that side; (c) nothing in this regulation shall be so interpreted as to reduce the buildable width of the main building on a corner lot facing an intersecting street and of record at the time of the passage of this ordinance, to less than twenty-eight feet. (2) Sideyard: There shall be a sideyard on each side of a building of not less than five feet in width. (3) Rear Yard: There shall be a rear yard having a minimum depth of twenty-five feet. (4) Density of Population: Every building hereafter erected or structurally altered shall provide a lot area of not less than six thousand square feet per family; Provided, that where a lot has less area than herein required and was of record at the time of the passage of this ordinance, said lot may be occupied by not more than one family. (5) Building area: All buildings constructed or altered shall be so proportioned as to have a floor area exclusive of unenclosed porches, basements, and garages of not less than 400 square feet per family. for a term of 20 years.

And in consideration of the mutual benefits accruing to each of the above named parties, because of such restrictions, and in consideration of the agreement of each of the parties herein named to the others, we mutually agree by and between each and all, each with respect to his property above described, that none of the properties herein described shall be used or occupied for any other purpose than as above set forth prior to August 30th, 1961.

THIS AGREEMENT shall be and remain binding upon ourselves, our heirs, executors, ^{successors} and assigns.

IN WITNESS WHEREOF, we the undersigned have hereunto set our hands and affixed our seals the day and year above written.

Witness: BELLEVUE HOMES, Inc. By William F. Bavinger President James J. Woods ATTEST. Secretary

STATE OF Nebraska) (ss. COUNTY OF Douglas)

On this 30th day of August, 1941, before me, the undersigned, a Notary Public in and for said County, personally came William F. Bavinger, President of the Bellevue Homes Inc. 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 voluntary

MISCELLANEOUS RECORD No. 11

act and deed of the said Bellevue Homes, Inc., and that the Corporate seal of the said Bellevue Homes, Inc. was thereto affixed by its authority.

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

K. W. RHOADES GENERAL NOTARY *
NOTARIAL SEAL *
COMMISSION EXPIRES MARCH 31, 1942 *

K. W. Rhoades
Notary Public

My commission expires: March 31, 1942.

Witness:

Witness
Wm. J. Shallcross

Ernest Speraw
Elizabeth Speraw
John M. Robinson
Lyle C. Sailors
Elsie L. Sailors
Pharis Shriver
Jessie Shriver
Claude Jolly
Helen Jolly
W. S. Frazier
Barbara D. Frazier

STATE OF NEBRASKA)

(SS.

COUNTY OF SARPY .)

BE IT KNOWN, that on the 30th day of August, 1941, before me personally appeared Earnest Speraw, Elizabeth Speraw, John M. Robinson (Single) Lyle C. Sailors, Elsie L. Sailors, Pharis Shriver, Jessie Shriver, Claude Jolly, Helen Jolly, W. S. Frazier and Barbara D. Frazier above named, who are to me known to be the persons described in and who executed the above Agreement, and acknowledged the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

WM. J. SHALLCROSS NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947 *

Wm. J. Shallcross
Notary Public

My commission expires the 5th day of July, 1947.

COUNTY OF SARPY :
VS. :
HERBERT O. ANDERSON ETAL:
LIS PENDENS \$.50 Pd. :

Filed January 30, 1942, at 10:30 o'clock A.M.

County Clerk

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

County of Sarpy, Nebraska,
Plaintiff

Doc. — No. 5807

vs.

Herbert O. Anderson and
Anderson, his wife, true
and real name unknown; (1)
J. Leroy Strattan and
Strattan, his wife, true and
real name unknown; (2, 4)
Harry Longnecker and
Longnecker, his wife, true
and real name unknown; (3)
Fred P. Marconnit and
Marconnit, his wife, true
and real name unknown (6)
Flanagan, wife of
P. A. Flanagan, true and
real name unknown (5)
Joseph Klossner (5)
Julius J. Smith and
Smith, his wife, true and
real name unknown (6,7,8)
Frances M. Smith and
Smith, his wife, true and
real name unknown (9)
Howard W. Vore and
Vore, his wife, true and
real name unknown (10)
Harold T. Landeryou and
Landeryou, his wife, true
and real name unknown; (11,12)
Adams, wife of Paul Adams,

LIS PENDENS

MISCELLANEOUS RECORD No. 11

persons or corporations, and especially to the exclusion of Security Realty Company, and that I was in such possession of the said lots and vacated portions of streets to the 9th day of April, 1941.

Robert P. Hume

Subscribed and sworn before me this 24th day of October, 1941.

H. W. FISCHER NOTARIAL SEAL
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES JULY 31, 1942

H. W. Fischer
Notary Public

KOZY HOMES INC.
TO
WHOM IT MAY CONCERN
PROTECT. COVENANTS \$2.00 Pd.

Filed October 29, 1941, at 10 o'clock A. M.

County Clerk

RECEIVED
OCT. 18, 1941
Fee Sch. #
By
Check

PROTECTIVE COVENANTS
WHOM IT MAY CONCERN

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots 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 1 1/2 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 35 feet to the front lot line. No building, except a garage or other outbuilding, located 20 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 6,000 square feet nor a width of less than 47 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 any annoyance or nuisance to the neighborhood.

No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 \$2,500 shall be permitted on any lot. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 550 square feet in the case of a one-story structure or 500 square feet in case of a 1 1/2 story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

DATED: October 17-1941 Covers all vacant lots in Blocks 307, 308, 309, 293, 280, Village of Bellevue, Sarpy County, Nebraska.

KOZY HOMES, INC.
CORPORATE SEAL

Kozy Homes, Inc.
Owner
Joe C. Larson, President

Approved and signed as to Blocks 307, 308, 309 Village of Bellevue, Sarpy County, Nebraska.
Kozy Homes, Inc. Owner
Joe C. Larson, Pres.

MISCELLANEOUS RECORD No. 11

Approved and signed as to Blocks 293 and 280 Village of Bellevue, Sarpy County, Nebraska.

Miles J. Ellis
Owner, A single Man

Approved and signed as to ___ Village of Bellevue, Sarpy County, Nebraska

Miles J. Ellis
Owner, a Single Man

STATE OF NEBRASKA)

(ss.

COUNTY OF Douglas)

On this 16 day of October, 1941, Before me, H. W. Fischer, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Joe C. Larson, President of Kozzy Homes, Inc. to me known to be the identical person described in and whose name is affixed to the foregoing instrument as president, and acknowledged said instrument to be his voluntary act and deed, and the voluntary act and deed of the said Corporation.

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

H. W. FISCHER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 31, 1942 * My commission expires July 31 - 1942 *
STATE OF NEBRASKA)

H. W. Fischer
Notary Public

(ss.

COUNTY OF Douglas)

On this 17th day of October, 1941, before me, H. W. Fischer, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Miles J. Ellis to me known to be the identical person described in and whose name is affixed to the foregoing instrument, and acknowledged said instrument to be his voluntary act and deed.

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

H. W. FISCHER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 31, 1942 * My commission expires July 31-1942 *
STATE OF NEBRASKA)

H. W. Fischer
Notary Public

HARRY H. BILBY : Filed November 1, 1941, at 10:45 o'clock A. M.
TO :
WHOM IT MAY CONCERN: *Harry H. Bilby*
AFF. \$.90 Pd. : County Clerk

STATE OF NEBRASKA)

(ss.

AFFIDAVIT

County of Sarpy,)

Harry H. Bilby, being first duly sworn on oath, says that he was well acquainted with Barton L. Andrews, who owned Lots One (1) and Two (2) in Block Six (6) in First Addition to Randolph's Place, and addition to South Omaha in Sarpy County, Nebraska, and who is named as grantee in a warranty deed dated August 24th, 1926 and filed on record with the County Clerk of Sarpy County, Nebraska on the 25th day of August, 1926, and recorded in Deed Record 53 at page 427 of the Deed Records of said County wherein he conveyed said property to Harry H. Bilby, and that upon said date of August 24th, 1926 this affiant knows that said Barton L. Andrews was an unmarried man, and that he remained unmarried until the 2nd day of October, 1926.

Harry H. Bilby

Subscribed in my presence and sworn to before me this 1st day of November, 1941.

SEAL OF THE COUNTY COURT *
SARPY COUNTY, NEBRASKA *

Harvey A. Colling
County Judge

MISCELLANEOUS RECORD No. 11

CRAWFORD LUMBER & COAL CO. TO WHOM IT MAY CONCERN Protect. Covenants \$1.80 Pd. Filed August 29, 1941, at 4.15 o'clock P. M. County Clerk

PROTECTIVE COVENANTS

FOR BLOCK ONE HUNDRED FOUR (104), Village of Bellevue, Sarpy County, Nebraska 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 10 years unless by vote of a majority of the then owners of the lots it is agreed to change 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 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. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling. One and one-half stories in height and a private garage for not more than two cars. C No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No residence or attached appurtenances shall be erected on any lot farther than 40 feet from the front lot line. D No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6762 square feet or a width of less than 46 feet at the front building setback line. E 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. F 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. G No dwelling costing less than \$2000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 616 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half story structure. H An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

THE UNDERSIGNED are the owners of all vacant Lots in Block One Hundred & Four (104), Village of Bellevue, Sarpy Co. Nebr.

IN WITNESS WHEREOF, we have hereunto set our hands at Papillion, Nebraska, this 15th day of August, A. D. 1941. BY OWNERS OF Lots Six (6), Seven (7), Eight (8) and Nine (9). (Block One Hundred and Four (104)) in Village of Bellevue, Sarpy County, Nebraska.

Witness: CRAWFORD LUMBER AND COAL CO. CRAWFORD LUMBER & COAL COMPANY Jos. E. Strawn EARLHAM, 105A By E. Crawford President Attest: Secretary

By owners of Lots Eleven (11) and Twelve (12), Block One Hundred and Four (104), Village of Bellevue, Sarpy County, Nebraska. Mrs. Mary Hike

Witness: Wm. S. Frazier By owners of Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block One Hundred and Four (104), Village of Bellevue, Sarpy County, Nebraska. C. B. Dennis W. J. S. Kast Mrs. Martha E. Kast

STATE OF NEBRASKA } ss. On this 15 day of August A. D. 1941 before me, a notary public duly commissioned and qualified in said county, personally came the above named E. Crawford President, known to me to be the identical person whose name is affixed to the above instrument as President of said corporation, and he acknowledged the instrument to be his 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 aforesaid. Jos. E. Strawn Notary Public My commission expires

MISCELLANEOUS RECORD No. 11

STATE OF NEBRASKA) ss. On this 20 day of August, A. D. 1941 before me, a notary public
 COUNTY OF SARPY) duly commissioned and qualified in and for said county, personally came
 the above named Mrs. Mary Hike and Widow, personally to me known to be the identical persons whose
 names are affixed to the above and foregoing instrument, and they acknowledged said instrument
 and the execution hereof to be their voluntary act and deed for the purposes therein expressed.

 WITNESS my hand and official seal at in said county, the
 date aforesaid.
 W. L. COCKRELL, NOTARIAL SEAL * * * * * W. L. Cockrell
 SARPY COUNTY, NEBRASKA * * * * * Notary Public
 COMMISSION EXPIRES MAR. 15, 1942 * * * * *

 My commission expires 3-15-42.

STATE OF NEBRASKA) ss. On this 25 day of August, A. D. 1941 before me, a notary public duly
 COUNTY OF SARPY) commissioned and qualified in and for said county, personally came the above named W. J. B. Kast
 and Mrs. Martine B. Kast, Husband and Wife, personally to me known to be the identical persons
 whose names are affixed to the above and foregoing instrument and they acknowledged said instrument
 and the execution thereof to be their voluntary act and deed for the purposes therein expressed.

 WITNESS my hand and official seal at in said county,
 the date aforesaid.
 W. L. COCKRELL, NOTARIAL SEAL * * * * * W. L. Cockrell
 SARPY COUNTY, NEBRASKA * * * * * Notary Public
 COMMISSION EXPIRES MAR. 15, 1942 * * * * *

 My commission expires Mar. 15-42.

IN MATTER OF ESTATE : Filed August 30, 1941, at 9.15 o'clock A. M.
 OF :
 BELLE MOORE UGGLA, DEC'D : B. J. D. [Signature]
 DECREE \$2.15 Pd. : County Clerk

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA.
 IN THE MATTER OF THE ESTATE OF)
 BELLE MOORE UGGLA, Deceased.) DECREE ON FINAL ACCOUNT.

Now, on this 30th day of August, 1941, this cause coming on to be heard on the petition for
 a final settlement of said estate, and on the final administration account, and the evidence was
 submitted to the Court, on consideration whereof the Court finds:

- THAT the said account is in all respects true and correct.
- THAT all claims allowed against said estate have been fully paid and satisfied; and
- THAT said estate is fully solvent.
- THAT the said deceased left surviving her as her heirs and only heirs at law, the

following named persons who are related to the said deceased as herein stated: Frank H. Uggla,
 husband, and Alta Banning, daughter; and that the said Alta Banning has deeded all her interest
 in the real estate and assigned all her interest in the personal property to the said Frank H.
 Uggla.

- THAT there are no inheritance or estate taxes due.
- THAT the administrator personally has paid all the costs of this proceeding.
- THAT said deceased is the owner of the following described real estate situated in
 Sarpy County, Nebraska: Lot 3, Child's Estate Acres.

THAT after completing the record of this cause there will be due this Court for costs
 of administration the sum of None and that after paying said costs the administrator will
 have in his hands the sum of nothing in cash.

WHEREFORE IT IS ORDERED AND CONSIDERED BY THE COURT,
 That the said final administration account is settled, allowed and approved as filed.
 That the administrator pay the following named persons the amounts set opposite their res-
 pective names as their respective distributive shares of the cash belonging to said estate: None.
 That the administrator be and is hereby directed to assign all the personal property to Frank
 H. Uggla personally.
 That upon payment of the said costs of administration, and the payment of the money and
 delivery of the personal property as aforesaid, and upon the return of the proper vouchers and