

Deed Record No. 67

PG 88

grantor, and acknowledged said instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

W. L. COCKRELL NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES MAR. 15, 1954

W. L. Cockrell
Notary Public

My commission expires on the 15 day of March, A.D. 1954

HARLES E. STONE & WIFE
TO
CARL V. STEELE & WIFE
G.D. \$1.00 Pd. - - - -

Filed August 18, 1948 at 10 o'clock A.M.

Bessie D. Stone
County Clerk

KNOW ALL MEN BY THESE PRESENTS

THAT Charles E. Stone and Florence Stone, husband and wife of the County of Sarpy and State of Nebraska for the consideration of One (\$1.00) Dollar and other valuable consideration hereby quit Claim and convey to Carl V. Steele and M. Dorine Steele, husband and wife of the County of Sarpy and State of Nebraska, the following described Real Estate, situated in Bellevue in the County of Sarpy and State of Nebraska, to wit:

The South Half (½) of Lots Seven (7), Eight (8), and Nine (9), in Block Three Hundred Fifty-Three (353) in the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, together with the vacated portions of streets, avenues and alleys adjacent thereto.

IN WITNESS WHEREOF, We have set our hands this 16th day of August, 1948.

IN PRESENCE OF

Wm. J. Shallcross

Charles E. Stone
Florence Stone

HE STATE OF NEBRASKA) ss.
Sarpy County)

BE IT REMEMBERED, That on the 16th day of August, 1948, before the undersigned Wm. J. Shallcross, a Notary Public in and for said County, personally came Charles E. Stone and Florence Stone husband and wife to me known to be the identical persons described in and who executed the foregoing deed as grantors, and acknowledge said instrument to be their voluntary act and deed.

WITNESS my hand and seal the day and year last above written.

Wm. J. Shallcross

W. J. SHALLCROSS NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JULY 5, 1952

R. F. CLARKE
TO
HOWARD E. JEPSEN & AL
G.D. \$3.20 Pd. - - - -

Filed August 20, 1948 at 11:45 o'clock A.M.

Bessie D. Stone
County Clerk

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That R. F. Clarke, single, in consideration of One and no/100ths dollars (\$1.00) in hand paid, does hereby grant, sell convey and confirm unto Howard E. Jepsen and Bonnie E. Jepsen as joint tenants and not as tenants in common, the following described real estate situate in the County of Sarpy and State of Nebraska, to wit:

Lot 21, in South Crest, an addition to the Village of Papillion, Nebraska, together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantor, of, in, or to the same, or any part thereof; subject to installments #1 to #10 both inclusive of the

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being in pursuance of a general plan for the development and improvement of the tract of land embraced within said described lots, and shall be binding upon every person who shall be the owner of the lots during said period, and are and shall be for the benefit of each and all of the lots afore described, and shall be enforceable by any and all owners of any and all said lots, and by the grantor herein, and are as follows:

1. The said lots and each of them are to be used for residence purposes exclusively, from the date hereof until the first day of January, 1970 or such subsequent date as is provided hereinafter.

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

3. No building shall be erected on any lot or parcel, within said period, other than a single detached dwelling built thereon with attached or separate garage, and no lot or parcel shall be improved, used or occupied for other than private one-family residence purposes, and these shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments (though intended for residence purposes), public garages, oil stations, or any other building whatsoever, except single detached dwelling houses to be used exclusively as residence for single families (with attached or separate garages).

4. No building shall be erected, reconstructed, altered, placed or permitted to remain on any lot until the plans and specifications have been approved in writing by a Board consisting of (1) R.F. Clarke, his successor or assignee, (2) a representative selected by majority vote of the owners of the described lots (an owner of more than one lot is to have but one vote and joint or common owners of a lot or lots are to have but one vote) and (3) a third member selected by R. F. Clarke, his successor or assignee and the lots owner's representative. If the selection of the third member is delayed for an unreasonable time because of disagreement or otherwise, the selection is to be made by the District Judge of Sarpy County, Nebraska. If the lot owners should refuse or neglect for an unreasonable time to select a representative, then approval of the plans and specifications by R. F. Clarke, his successor or assignee, alone shall be sufficient. Such dwellings as are built upon said lots, within said period, shall be 1, 1½ or 2 stories in height, and must be built of wood, stone, brick, stucco, brick veneer or some combination thereof. A 1½ story house shall mean a house having sufficient space on the second floor to accommodate at least two complete rooms whose combined cubic contents, when and if finished, would be at least one-third of the cubic contents of the finished first floor portion, exclusive of garage, if attached, open porches, and basement; and each such second floor room shall have at least two windows whose glass sizes are at least 2 feet wide by 3½ feet high, and opening from each such second floor room in at least two directions; at no time may more than two-thirds of the lineal footage of eaves come closer than 8 feet nor farther than 17 feet above the finished first floor. No trailer, basement or garage shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. Garages, if erected on said premises during said period and if detached from the dwelling built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with the provisions herein stated.

6. All dirt from the cellars, basements, or other excavations from each and every lot during said period shall be removed from said lots, and the general slope of said lots and terraces, after the buildings have been erected, shall remain substantially as now established.

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

8. The said lots, including the lot or lots hereby conveyed, shall not be used as building sites within said period except as an entirety, or as part of and in connection with adjacent lots.

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Deed Records

On lots 4, 7, 13, and 33 detached garages must also be set back at least 40 feet from the side street property line. Any detached garage built on Lot 20 for use in connection with the existing residence must be located as follows: if constructed on the North side of said residence it must not protrude westerly of a line extending north from the west line of said residence; and if constructed to the south or west of said residence it must be set back a minimum distance of 50 feet from the easterly line of Crest Road as it runs along the west side of said lot and must not be located nearer than 10 feet to the northerly line of Lot 21. Any detached garage built on Lot 20 for use in connection with a residence built thereon to replace the present connection ~~with a residence built thereon to replace the present~~ residence must be set back at least 50 feet from the easterly line of Crest Road as it runs along the west side of said lot and must not be located nearer than 10 feet to the northerly line of Lot 21.

9. The residences on Lots 1, 2 and 3 shall face the County Road (Madison Street, if extended); the residences on Lots 8, 9, 10 and 12 shall face Jackson Street; and the residences on Lots 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 shall face Crest Road. The residences constructed on all of the Lots mentioned in the preceding sentence shall be set back from the front lot line a minimum distance of 40 feet. Any residence built on Lot 20 to replace the present house may ^{face} either Crest Road or Washington Street at the discretion of the owner of said Lot and must be set back a minimum distance of 40 feet from the east line of Crest Road as it runs along the Westerly side of said lot and must not be located nearer than 10 feet to the northerly line of Lot 21.

10. The following restrictions shall be observed during said period:

a. Exposed foundations above grade shall be built of brick, brick veneer, concrete blocks or stucco. Exposed concrete blocks, if used, shall have joints well tooled and blocks shall be tinted with cement paint of a color than natural color of the block. The finish grade on the entrance or front side of any dwelling erected shall not be more than 2 feet below the finished first floor.

b. All fuel tanks on the outside of houses shall be buried.

c. No sign larger than 2 x 3 feet shall be placed on any lot, except those of the grantor.

d. No garage or other building shall be erected on any lot for dwelling purposes before the residence thereon is constructed.

e. No drive shall be constructed from a street to a street sidewalk except of cement, brick, stone, asphalt or gravel or other combination thereof.

f. No open fence or wall shall be built to a height greater than 4 feet 6 inches on that section which shall comprise the rear lot area of the property. No wall or open fence shall be built to a height greater than 2 feet 6 inches on the so called front lot area.

g. No hedge, wall, steps or other constructions, except drive or sidewalk, shall be placed or maintained forward, of the front lot line. No changes shall be made in driveway planting.

h. No garbage, ash, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.

i. No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl, of any kind, will be permitted to be kept on any of the lots; except that, with the written consent of the grantor, not to exceed one Shetland pony may be kept thereon.

j. No noisy 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.

11. Nothing herein contained shall be construed to require the removal or alteration of the existing residence on Lot 20.

12. 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 extended automatically 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.

13. 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 of the lots enumerated herein to prosecute any proceedings at law or in equity or in fact to restrain or prevent violation or attempting to violate any such covenant, and



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their assigns and with the heirs and assigns of the survivor of them, that I am lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that I the said grantor have good right and lawful authority to sell the same, and that I will and my heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

In witness whereof I have hereunto set my hand this 20th day of August, 1948.

R. F. Clarke

STATE OF NEBRASKA) ss.
County of Sarpy)

On this 20th day of August, 1948, before me, a Notary Public in and for said County, personally came R. F. Clarke the above named who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor and he acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

VICTOR H. SCHMIDT NOTARIAL SEAL
STATE OF NEBRASKA GENERAL NOTARY
COMMISSION EXPIRES MAY 15, 1952

Victor H. Schmidt
Notary Public

DOCUMENTARY INTERNAL REVENUE STAMPS
\$1.10 R. F. Clarke 8/20/48

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RONALD M. LARSON & WIFE :
10 :
EMIL VANHESSCHE & WIFE :
T. D. \$1.50 pd. : ✓

Filed August 21, 1948 at 10 o'clock A.M.

R. F. Clarke
County Clerk

KNOW ALL MEN BY THESE PRESENTS, That Ronald M. Larson and Magdalen A. Larson (husband and wife) in consideration of One (\$1.00) and other valuable consideration DOLLARS in hand paid, do hereby grant, bargain, sell, convey and confirm unto Emil Vanhessche and Eugenia Vanhessche (Husband and wife) as JOINT TENANTS, and not as tenants in common, the following described real estate, situate in the County of Sarpy and State of Nebraska, to-wit:

Tax Lots A5 (Five) and A6 (Six) in South Half ($\frac{1}{2}$) of South Half ($\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$) of Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-One (21), Township Fourteen (14), North Range Thirteen (13), East of the 3 PM, Sarpy County, Nebraska, as surveyed, platted and recorded.

DOCUMENTARY INTERNAL REVENUE STAMPS
\$9.00 R. F. Clarke 8/19/48

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantors, or, in, or to the same, or any part thereof; subject to 1947 County and State Taxes.

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

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and we the grantors named herein for ourselves and our heirs, executors and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that we are lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that we the said grantors have good right and lawful authority to sell the same, and that we will and our heirs, executors and administrators, shall warrant and defend the same unto the grantees named