

30027-REDFIELD & COMPANY, INC., OMAHA

PROTECTIVE COVENANTS
Murray Christian Church
To:
Public

.COMPARED

Filed 18 December 1970 at: 9:10 A.M.
Betty Philpot, Register of Deeds
\$ 9.55

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CHRISTIAN HEIGHTS, A SUBDIVISION IN THE VILLAGE OF MURRAY, CASS
COUNTY, NEBRASKA

PREAMBLE

These covenants shall apply to Lots 1 through 29, inclusive, all in Christian Heights, a subdivision as surveyed, platted and recorded, in Murray, Cass County, Nebraska.

Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for Public, Church, Education or Charitable uses. No building 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.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 40 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed as to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon or used, on any lot at any time as a residence either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or

30027-REDFIELD & COMPANY, INC., OMAHA

maintained for any commercial purpose.

10. For each single family dwelling, there must also be erected an attached or basement private garage for not less than one car, or more than two cars.

11. Public concrete sidewalks 3 feet wide by 4 inches thick shall be constructed by the then owner of all sides of all streets, said sidewalks shall be completed at time of completion of the main residential structure and shall be located one foot back of lot line.

12. No fences shall be erected greater than 5 feet in height and in no case shall be erected within 35 feet of the front property line of any lot.

GENERAL PROVISIONS

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said Covenants shall be automatically extend__ for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any Covenants either to restrain violation or to recover damages.

3. Invalidation of any one of these Covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF said Murray Christian Church, Church of Christ, a corporation, has caused the foregoing to be executed this 17th day of December, 1970 by its Chairman, Secretary and Board of Trustees.

MURRAY CHRISTIAN CHURCH, CHURCH OF CHRIST, A Corporation

By M. Merle Rogers
Chairman

S. Florence Noell
Secretary

Reuel Sack

Martin Sporer

Perry Nickels

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Before me, a Notary Public, qualified in said County, personally came M. Merle Rogers Chairman of Murray Christian Church, Church of Christ, a Corporation, and S. Florence Noell Secretary and Reuel Sack, Martin Sporer and Perry Nickels Board of Trustees, to me known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed and as such officers and the voluntary act and deed of said Corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal this 17th day of December, 1970.

Charles H. Boedeker
Notary Public
My Commission Expires: 2/14/72

(CASS COUNTY)
(NOTARY PUBLIC)
(NEBRASKA)

Blue Bonnet
Notary Public

30027-RESFIELD & COMPANY, INC., OMAHA

AFFIDAVIT OF IDENTITY

John E. Wilson et al

To:

Public (Indexed Against: NE 1/4 SW 1/4 & NW 1/4 SE 1/4 Section 29-12-9 per Walling Abstract Company)

COMPARED

Filed 18 December 1970 at: 1:55 P.M.

Betty Philpot, Register of Deeds

\$ 4.25

AFFIDAVIT OF IDENTITY

STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

I John E. Wilson and I David E. Asche being duly sworn, doth depose and say that
National Bank of Commerce Trust and Savings and
National Bank of Commerce Trust and Savings Association
are one and the same corporation.

(Signed) John E. Wilson
Vice President and Trust Officer

(Address) National Bank of Commerce Trust
& Savings Association, Lincoln, Nebraska

(Signed) David E. Asche
Trust Officer

(Address) National Bank of Commerce Trust
& Savings Association
Lincoln, Nebraska

Subscribed and sworn to before me this 17 day of December, A.D. 1970

(Seal)

()
(GENERAL NOTARY)
(COMMISSION EXPIRES)
()
(STATE OF NEBRASKA)

Ellen F. Snodgrass
Notary Public

ELLEN F. SNODGRASS, NOTARY PUBLIC
Commission expires June 10, 1973

My commission expires

NBC No. 1603

CONTRACT FOR REAL ESTATE

Floyd J. Barnhart et ux

To:

Ronald J. Barnhart et ux

COMPARED

Filed 21 December 1970 at: 3:07 P.M.

Betty Philpot, Register of Deeds

\$ 8.00

ARTICLES OF AGREEMENT: Made this 13th day of November, 1970, between Floyd J. Barnhart and
Lillian Barnhart (Husband and wife) of the first part, and Ronald J. Barnhart and Jean E.
Barnhart (Husband and wife), of the second part,

WITNESSETH, that the said parties of the first part, have this day bargained and sold to the
said parties of the second part the following described real estate, situated in the County of
Cass and State of Nebraska to-wit:

The west half (W 1/2) of the Southeast Quarter (SE 1/4) and
the East half (E 1/2) of the Southwest quarter (SW 1/4), also
a strip of ground 8 rods wide off the east side of the West half
(W 1/2) of the Southwest Quarter (SW 1/4) all in Section 34, township 13,
N, Range 12, East of the 6th P.M. and containing 168 acres more or less.

according to the recorded plat thereof for the sum of
Forty two thousand and no/100-----DOLLARS,
Ten thousand and no/100-----Dollars of which has been paid in hand, the receipt
whereof is hereby acknowledged. The remaining principal with accrued interest at the rate of
six per cent per annum, shall be paid to the parties of the first part ~~xxxxxxxxxxx~~ of , the
times and in the manner following, that is to say:

Blue Border
100% LINEN LEDGER

30027—FISHER & COMPANY, INC., OMAHA

FROM INFORMATION GATHERED FROM PREVIOUS AND ADJACENT

FILED LAND SURVEYS.

F. L. Rotter
F. L. ROTTER
L. S. 253

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-253)
(FRANCIS L. ROTTER)
(F. L. Rotter)

ORDINANCE NO. 73 Filed 29 October 1970 at: 4:40 P.M.
Village of Murray Betty Philpot, Register of Deeds
To: \$ 4.25
Public

COMPARED

THE VILLAGE OF MURRAY, NEBRASKA

20 October 1970

ORDINANCE No 73

AN ORDINANCE ANNEXING CHRISTIAN HEIGHTS ADDITION TO THE VILLAGE OF MURRAY, CASS COUNTY, NEBRASKA, AND EXTENDING THE BOUNDARIES OF SAID VILLAGE TO INCLUDE SAID ADDITION AND PROVIDING AN EFFECTIVE DATE:

Be it ordained by the Chairman and Board of Trustees of the Village of Murray:

Section 1. That the following described property be and the same hereby is annexed to the Village of Murray, Cass County, Nebraska, and the boundaries of said Village are extended to include said real estate in said Village:

An area described as follows: Beginning at a point 624 feet north and 183 feet west of the SE corner of Section 15. Township 11 North, Range 13 East of the Sixth PM; thence West 691.63 feet; thence South 591 feet; thence West 60 feet; thence North 1291 feet; thence East 751.63 feet; thence South 700 feet to the point of beginning.

Section 2. Said territory shall hereafter be known as Christian Heights Addition to the Village of Murray, Cass County, Nebraska.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and posting as provided by law.

C. H. How
C. H. HOW
Chairman, Board of Trustees

ATTEST
Lloyd O. Leyda
LLOYD _ LEYDA
Village Clerk

(VILLAGE OF MURRAY)
(CORPORATE SEAL)
(MURRAY, NEBRASKA)

Certificate of Village Clerk

State Of Nebraska)
 ss
County Of Cass)

I hereby certify that the above and foregoing is a true copy of Ordinance # 73 passed and approved by the chairman and Village Council as the same appears from the records in my custody. Witness my hand and seal, of the Village of Murray, Nebraska ,

Lloyd O. Leyda
Village Clerk

This 20 day, October, 1970

PLAT
Chester F. Harris, Surveyor
To:

COMPARED

Filed 29 October 1970 at: 4:41 P.M.
Betty Philpot, Register of Deeds
\$ 4.75

Blue Ribbon
REGISTERED
REGISTERED
REGISTERED

30027-RENFIELD & COMPANY, INC., OMAHA

PLOT PLAN OF CHRISTIAN HEIGHTS
MURRAY, CASS COUNTY, NEBRASKA

DEDICATION

Know all men by these presents: That we the undersigned trustees of the Murray Christian Church, sole owners of the property described in the surveyors certificate and embraced in this Plat, have caused same to be subdivided as shown on this Plat and do hereby dedicate all streets to the public, to be used by the public.

In witness where of the owners have affixed their names:

This 20th Day of Oct A.D. 1970

Perry Nickels
Martin Sporer
Reuel Sack

ACKNOWLEDGEMENT

State of Nebraska

Cass County

On this 20th Day of Oct A.D. 1970, before me, the undersigned, A Notary Public, duly commissioned, qualified for and residing in said county, personally came the trustees of the Murray Christian Church, known to me personally to be the identical persons, whose names are affixed to the foregoing instrument, and acknowledge the same to be their Voluntary Act and Deed.

Witness my hand and seal, this 20th Day of Oct A.D., 1970. My commission Expires the 11 Day of Nov. A.D. 1970.

(C. H. HOW)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(NOV. 11, 1970)
(STATE OF NEBRASKA)

C. H. How
Notary Public

APPROVAL OF MAYOR AND COUNCIL

Approved by the Mayor and City Council of the City of Murray, Nebraska, this 20th day of October A.D. 1970.

C. H. How Richard E. Ryan Mayor
Albert J. Konfrst
Ronald L. Buethe - Frank Fitzpatrick City Council

(VILLAGE OF MURRAY)
(CORPORATE SEAL)
(MURRAY, NEBRASKA)

COUNTY TREASURERS CERTIFICATE

This is to certify that I find no regular, special, or delinquent taxes due, as shown by the records in my office on the land embraced in this Plat of Christian Heights Subdivision.

Dated 26th Day of October A.D. 1970.

Gwen Scoles Schanot
County Treasurer, Cass County, Nebraska

(CASS COUNTY)
(COUNTY TREASURER SEAL)
(NEBRASKA)

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED A SUBDIVISION KNOWN TO ME AS CHRISTIAN HEIGHTS, AN ADDITION TO MURRAY, NEBRASKA AND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SEC. 15, T. 11 N. R. 13 E. OF THE 6TH P.M. CASS COUNTY, NEBRASKA.

Blue Border
100% LINEN HEDGER

30027-REVISED & COMPANY, INC., OMAHA

DATED THIS 5TH DAY OF APRIL 1969

SIGNED: Chester F. Harris
LS 169

(NEBRASKA REGISTERED)
(LAND SURVEYOR)
(LS-169)
(CHESTER F. HARRIS)

AFFIDAVIT
Fred R. Myers
To: Public
Public

Filed 30 October 1970 at: 11:00A.M.
Betty Philpot, Register of Deeds
\$ 4.25
COMPARED

AFFIDAVIT

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

Fred R. Myers being first duly sworn on oath deposes and states that he is one of the grantees in a warranty deed dated September 13, 1950 and filed October 10, 1950 in Book 87 at Page 296 of the Cass County Deed Records wherein Katherine Myers, a widow, conveyed Lot 488 and all of her interest in Lot 487 in the Village of Louisville, Cass County, Nebraska to this affiant and Charlotte Myers as joint tenants and not as tenants in common.

Affiant further states that the said Katherine Myers is now deceased and that she departed this life on January 5, 1956 and that grantees in said deed did support the grantor for the remainder of her life as set forth in said deed.

Affiant further states that the said Fred R. Myers and Charlotte Myers are now in possession of Lot 488 and the South Half of Lot 487 in the Village of Louisville and that Cyril S. Hirsch and Doris N. Hirsch, Jerald R. Hirsch and Bruce A. Hirsch are in possession of the North Half of Lot 487, all within the full meaning of the Marketable Title Act of the Laws of the State of Nebraska as amended.

Further affiant sayeth not.

x Fred R. Myers

Subscribed in my presence and sworn to before me this 7th day of October, 1970.

(H. B. KOOP)
(COMMISSION EXPIRES)
(JULY 2, 1971)
(NOTARIAL SEAL)
(CASS COUNTY, NEBRASKA)

H. B. Koop
Notary Public
My Commission Expires: 7-2-71

RELEASE OF DECLARATION OF TRUST
Trustees (Mary Baker Eddy, Will)
To: First Church of Christ, Scientist

Filed 2 November 1970 at: 9:40 A.M.
Betty Philpot, Register of Deeds
\$ 6.05
COMPARED

RELEASE OF DECLARATION OF TRUST

In consideration of the payment of the debt named therein we, the undersigned, the present and successor Trustees under the Will of Mary Baker Eddy, hereby release the mortgage made by Sherman W. Cole and Richard O. Cole, Chairman of the Board of Directors, and Clerk of First Church of Christ, Scientist, Plattsmouth, Nebraska, respectively, and the Members thereof on May 21, 1950, on the following described property situate in the County of Cass, and State of Nebraska, to wit:

South Forty-nine and One-half feet of Lot Seven in

Bruce Borden
1001 LINN STREET
LINN, IOWA 52241

under all the rights

Doc # 267

EXCERPT FROM BY LAWS
OF MURRAY CHRISTIAN CHURCH (CHURCH OF CHRIST),
MURRAY, NEBRASKA

ARTICLE III - OFFICERS

Section B. Duties of Officers

5. The trustees shall act as the legal agents of the church in all business matters under the direction of the general board and subject to the approval of the church. They shall be responsible for insurance coverage, hold legal title to all church property and handle all business transactions related thereto, have supervision over all endowment and trust funds, and perform such duties as are required by the laws of the state.

ARTICLE VII - DEEDS AND TITLES

1. All deeds and titles of real estate and other property received by the Murray Christian Church, (Church of Christ), Murray, Nebraska, shall be held by the trustees and shall be regarded as a trust from God to be used only for the purpose outlined in the Articles of Incorporation and By-Laws and when no longer used for that purpose, they shall vest in the Nebraska Christian Fellowship according to the laws of the state as defined in Section 21-834 Revised Statutes supplement 1949 relating to classifications of churches, and Section 21-834 defining condition that shall maintain when a church ceases to function. All funds from such sources are to be used only for permanent assets of the Fellowship described in the Articles of Incorporation; or

2. If and when the church shall cease to function as A Christian Church, Church of Christ or Disciples of Christ affiliated with the Disciples of Christ with headquarters in Lincoln, Nebraska and known as the Nebraska Christian Fellowship, the title to all property and holdings of the church shall become the property of the Nebraska Christian Fellowship as defined by Section 21-843 of Revised Statutes of 1949.

CERTIFICATE

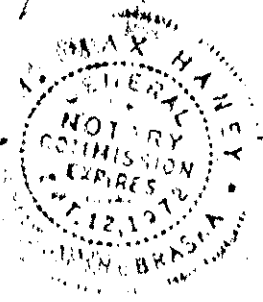
The undersigned Secretary-Treasurer of the Murray Christian Church, (Church of Christ), Murray, Nebraska, certifies that the foregoing is a true excerpt from the By-Laws of said church and have been effective since August, 1955.

Date: *Aug 26, 1972*

Therese Nell Jones
Secretary-Treasurer

State of Nebraska
County of Cass

On this 21st day of August 1972, personally
came Florence Well - who signed the foregoing
instrument before me a notary public in and
for said state of Nebraska.



W Max Hawsy
Notary Public
My Commission
Expires Sept 12, 1972

Doc # 267

COMPARED

4:15
FILED FOR RECORD 8-22-72 AT P. M. IN BOOK 13 OF misc.
PAGE 370 REGISTER OF DEEDS, CASS CO., NEBR.

Betty Philpot

Fee \$ 6.50

650 C. A. Willing