

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owners in fee simple absolute of the property described below, do hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them described as follows:

Lots 1 through 6, inclusive, Block 1, and Lots 1 through 14, inclusive, Block 2, Garden View, being a replatting of Lots 8, 9 and 10, Keystone View, as surveyed, platted and recorded, together with vacated portions of Camden Avenue and 92nd Street in Douglas County, Nebraska.

1. No lot shall be used except for residential purposes. 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 900 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one-half or two story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided however, that this shall not be construed 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 60 feet at the minimum building setback lines, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 4 feet inside of street curb.

7. 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.

8. 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 temporary or permanently.

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

10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after date thereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the owners of the majority of said lots, executed and recorded in the manner provided by law.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provisions hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

R. R. Otis

R. R. OTIS

Blanche D. Otis

Blanche D. Otis

Husband and Wife

William L. Otis

William L. Otis

Harriet Otis

Harriet Otis

Husband and Wife

Rolland R. Otis, Jr.

Rolland R. Otis, Jr.

Dorothy D. Otis

Dorothy D. Otis

Husband and Wife

Harry B. Otis  
Harry B. Otis

Beverly Otis  
Beverly Otis  
Husband and Wife

Donna Schatz  
Donna Schatz, single

Harry B. Otis, Trustee  
Harry B. Otis, Trustee

STATE OF NEBRASKA)  
                                  ) SS  
COUNTY OF DOUGLAS)

On this 11th day of February, 1966, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came R. R. Otis, Blanche D. Otis, William L. Otis, Harriet Otis, Rolland R. Otis, Jr., Dorothy D. Otis, Harry B. Otis, Beverly Otis, Donna Schatz, and Harry B. Otis, Trustee, to me known to be the identical persons whose names are affixed to the foregoing instrument and each acknowledged the execution thereof to be his or her voluntary act and deed.

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

Paul A. Gidd  
Notary Public

My Commission expires the 8 day of November, 1970.



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*Muel*

RECEIVED

APR 25 AM 10-03

TAGMAS S. BROWN  
REGISTER OF DEEDS  
CLATSOP COUNTY, OREGON

THE STATE OF OREGON  
Department of  
Taxation  
for Records and filed  
for Records and filed  
Deceds. and  
Books  
Pat. 586  
587

By

*Robert R. Brown*  
*7100 S. Oregon Ave*

Registered: 75-827 Fee 8.37

8.37

*75*