

MURRAY'S REPLAT
LOT 5
KEYSTONE PARK

431 211

KNOWN AS: MURRAY'S KAYDEN VALLEY ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

Avon R. Murray } Dated
Velma R. Murray, Developers } Filed
Book

To whom it may concern:

The undersigned Avon R. Murray and Velma R. Murray, husband and wife, owners of lots 3 through 14, both inclusive, E. Vincent Martinson and Patricia J. Martinson, husband and wife, owner of lot 15, Kenneth S. Robinson and Velma B. Robinson, husband and wife, owner of lot 1, William A. Miller and Marjorie A. Miller, husband and wife, and Richard H. Wilson and Alysse E. Wilson, husband and wife, owner of lot 2, Murray's Replat of Lot 5, Keystone Park Addition, known as: MURRAY'S KAYDEN VALLEY ADDITION, as surveyed, platted and recorded in Douglas County, Nebraska; do hereby state, declare and publish that all of the aforementioned lots are and shall be owned, conveyed, and held under and subject to the following covenants, easements, and restrictions, to-wit:

I. All lots above described shall be known as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

II. No building shall be located on any lot closer than 40 feet to the front lot line or 10 feet to the side lot line. A 5 foot side yard lot line shall be permitted for a detached garage or other accessory buildings located 60 or more feet from the front lot line. No building shall be located nearer than 35 feet to the rear lot line. No residential structure shall be erected on any building plot which has an area of less than 10,000 square feet.

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

IV. 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.

V. Public concrete sidewalks of Portland Cement, 4 feet in width by 4 inches thick shall be installed in front of each improved lot. Such sidewalks shall be located 7 feet inside the street curb and shall be constructed by the then owner at time of completion of the main residential structure.

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

VII. 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 that they are not kept, bred or maintained for any commercial purposes.

VIII. No dwelling shall be permitted on any lot described herein having a ground floor area of less than 1,000 square feet in case of a one-story structure, nor less than 864 square feet in the case of a one and one-half or two story structure, exclusive of porches, stoops and garages.

IX. Prior to the commencement of construction of any structure on any of said lots, the plans and specifications thereof (including lot elevations and plot plans) must be submitted to and approved in writing by the developers, Avon R. Murray or Velma R. Murray. This restriction shall terminate five years after date hereof.

X. These covenants are to run with the land and shall be binding upon all parties, and all persons claiming under them for a period of 25 years from the date these covenants are recorded, unless an instrument is signed by the majority of the owners of lots and is recorded agreeing to change the covenants in whole or in part. These covenants shall be automatically extended for successive periods of 10 years, unless an instrument is signed by a majority of the owners of lots and recorded agreeing to terminate or change the covenants in whole or in part.

XI. 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.

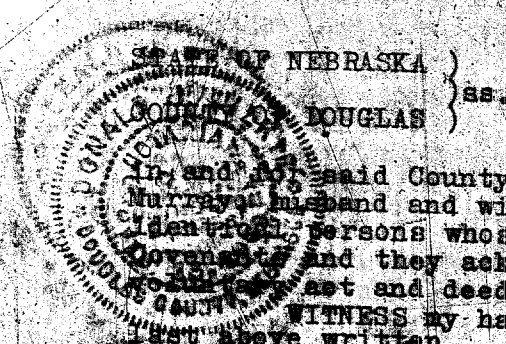
XII. Invalidation of anyone of these covenants by judgement or Court Order shall in no wise effect the other provisions which shall remain in full force and effect.

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

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these present to be duly executed this 25 day of July, 1965.

Avon R. Murray
Avon R. Murray

Velma R. Murray
Velma R. Murray



STATE OF NEBRASKA }
DOUGLAS COUNTY } ss.

On the day and year last written above before me, the undersigned, a Notary Public in and for said County, personally came Avon R. Murray and Velma R. Murray, husband and wife, to me personally known to be the same and identified persons whose names are affixed to the above Protective Covenants and they acknowledge the execution thereof to be their act and deed for the purposes therein set forth.

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

My Commission Expires Feb 13, 1969. *Dorrell J. Millie*

Richard H. Wilson
Richard H. Wilson
Alyce E. Wilson
Alyce E. Wilson

STATE OF NEBRASKA }
County of Douglas) ss.

On the day and year last written above, before me, the undersigned, a Notary Public in and for said County, personally came Richard H. Wilson and Alyce E. Wilson, husband and wife, to me personally known to be the same and identical persons whose names are affixed to the above protective covenants and they acknowledge the signing and execution thereof to be their voluntary act and deed for the purposes therein set forth.

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

My Commission Expires June 1970

Vernon L. Walker
Vernon L. Walker
E. Vincent Martinson
E. Vincent Martinson
Patricia J. Martinson
Patricia J. Martinson
William A. Miller
William A. Miller
Marjorie A. Miller
Marjorie A. Miller
Kenneth S. Robinson
Kenneth S. Robinson
Velma B. Robinson
Velma B. Robinson

STATE OF NEBRASKA }
COUNTY OF DOUGLAS) ss.

On the day and year last written above, before me, the undersigned, a Notary Public in and for said County, personally came the above, E. Vincent Martinson and Patricia J. Martinson, husband and wife, and William A. Miller and Marjorie A. Miller, husband and wife, and Kenneth S. Robinson and Velma B. Robinson, husband and wife, to me personally known to be the same and identical persons whose names are affixed to the above protective covenants and they acknowledge the signing and execution thereof to be their voluntary act and deed for the purposes therein set forth.

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

My Commission Expires Feb. 13, 1969

Donald J. Wittie
Donald J. Wittie



THE STATE OF INDIANA

Stamp: *James P. ...*

76-659
The
6-27-1955

James P. ...
211
me

THE STATE OF INDIANA
COUNTY OF DEWITT
RECEIVED
JUN 27 1955

RECEIVED
JUN 27 1955
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DEWITT COUNTY, INDIANA

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