

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, MARY CAMENZIND, single; LOUIS CAMENZIND, single; JOHN K. CAMENZIND and MARY S. CAMENZIND, husband and wife; CARL HOLMQUIST and MARGARET HOLMQUIST, husband and wife, and JOSEPH P. INERRA and PHYLLIS M. INERRA, husband and wife, the said Mary Camenzind, Louis Camenzind, John K. Camenzind, Carl Holmquist and Joseph P. Inerra being the sole and only owners of all of the real estate hereinafter described, do hereby adopt and impose upon said real estate, these covenants, restrictions, limitations and conditions, (all collectively hereinafter referred to by the general term of "Covenants") do hereby jointly and severally state, admit, acknowledge, publish and declare that said covenants henceforth, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

"Lot 1, Block 1; Lots 1 through 6 inclusive, Block 2; Lots 1 through 7 inclusive, Block 3; Lots 1 through 10 inclusive, Block 4; Lots 1 through 16 inclusive, Block 5; Lots 1 through 18, Block 6; Lots 1 through 8 inclusive, Block 7; Lots 1 through 5 inclusive, Block 8; Lots 1 through 15 inclusive, Block 9; Lots 1 through 9 inclusive, Block 10, all in CAMENZIND HIGHLAND SECOND ADDITION, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska."

FIRST:

These covenants are adopted and imposed as aforesaid in pursuance of a general plan for the development and improvement of each and all of the lots above described, and shall run with the land and inure to the benefit of, and be binding upon each and every person, firm or corporation who, during the time these covenants are in effect may own, hold, encumber, use, or occupy said lots, and each of them, or any part thereof, or any interest therein. Any person, firm or corporation for whose benefit said covenants exist, may maintain suitable action, either at law or in equity, for the enforcement of said covenants, or for the recovery of damages resulting from any violation or breach of said covenants, but the prosecution of any such action shall be optional to such person, firm or corporation, and in no event be deemed to be obligatory or required of any such person, firm or corporation. Each and all of said covenants are severable and independent of each other, and the invalidation of any one or more of said covenants, or any part or parts thereof, by judgment, decree or other order



These covenants shall be and remain in effect for an initial period of twenty-five (25) years from and after this date, but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for successive periods of ten (10) years each, unless and until said covenants, in whole or in part, are terminated or changed through written agreement executed by the then owners of a majority of the lots above described and recorded in the Office of the Register of Deeds of Douglas County, Nebraska, in the manner provided by law; provided, however, that the aggregate period of time, including said initial period and renewal or extension periods aforementioned, shall not exceed the maximum aggregate period of time allowable by law, at the expiration of which maximum legal period said covenants shall completely terminate.

**THIRD:**

The term "LOT" as used herein shall be construed to denote any of the following described parcels of land, to-wit: (a) a single lot as originally platted in the Plat and Dedication of said Addition, or (b) such a single platted lot together with the contiguous portion of one or more abutting platted lots used therewith, or (c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that the area of such parcel and dimensions of the rear and front lines of such parcel shall be, respectively, not less than the area and rear and front lines of either one of the platted lots out of which such parcel is formed.

**FOURTH:**

Each of said lots shall be used solely for residential, religious or educational purposes, or any combination of such uses. On any lot or lots used solely for residential purposes, there shall never exist any building or structure, other than a one detached single family dwelling, not exceeding two stories in height, with attached and enclosed garage facilities for not less than two automobiles. Each dwelling shall front upon a street upon which the lot or lots abut and shall be of solid, substantial and permanent construction, and such lots, design and materials as will be in harmony with the neighborhood as a whole, and will not detract from the value, usefulness or desirability of any other property in said neighborhood, and shall conform to the following minimum requirements, to-wit:

(a) The minimum area of any lot or tract upon which any dwelling is placed shall be 10,000 square feet.

(b) No dwelling shall be placed nearer to the front lot line than 40 feet, or nearer to any interior side lot line than 10 feet, or nearer to any side lot line abutting upon a side street than 20 feet, or



the actual work of installing same, applying the foregoing requirements, sewers, drains and pipes shall not be considered as part of the building.

(c) No dwelling shall be built on any lot or parcel of land described in this ordinance having a front lot area less than 1,000 square feet in the case of a one-story detached house, or less than 500 square feet in the case of a one and one-half or two story detached house, exclusive of porches and garages.

(d) Each dwelling, before it becomes occupied or used, shall have completely installed a public sidewalk at least four (4) feet wide and four (4) inches thick, and not nearer than four (4) feet to the nearest existing street curb, constructed of concrete, on the full width of the lot or parcel of land at its front setback line, and also for the full length or depth of the lot or parcel of land at its side setback line if the lot or parcel of land abuts on more than one street.

FIFTH: Provisions for the installation, construction, erection, erection, repair, repair, maintenance and operation of gas, water, gas, telephone and electric lines, including the equipment or apparatus, and utility lines therefor, hereby are ordered and allowed in part, with over, along, upon and under the street and sidewalks, a distance of not less than four (4) feet from the sidewalk or curb or gutter, or from the center line of the street, or from any other utility line.

SIXTH: No offensive, offensive or illegal trade or activity shall be carried on upon any lot or parcel of land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

EIGHTH: Dwellings constructed in former addition or location shall not be moved upon any lot or parcel of land within this addition.

NINTH: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot or parcel of land, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.



401 or 404

hedges or other ornamental plants or vegetation obstruct the view of any street intersection or junction, nor otherwise constitute a hazard or nuisance to any abutting property, or to the neighborhood as a whole, or to either pedestrian or vehicular traffic.

**ELEVENTH:** All exposed chimneys and exposed foundations of all dwellings must be faced with brick or stone.

**TWELFTH:** The use of incinerators or trash burners is not permitted upon any lot or parcel of land unless provision is made to incorporate the incinerator or trash burner into the dwelling.

**THIRTEENTH:** No building, fence, wall, sign board, or other structure shall be erected, altered, or placed upon any building lot or parcel of land within the subdivision, until complete plans, specifications and plot plan showing the location and grade of such building or improvement with respect to paved street and adjacent dwelling, if any, have been approved in writing by either MARY CAMENZIND or LOUIS CAMENZIND, as to use, conformity, and harmony of external design with existing structures, topography and finished ground elevation.

**FOURTEENTH:** Each and all of the lots hereinabove described are included within the corporate limits or boundaries of "Sanitary and Improvement District No. 115 of Douglas County, Nebraska," a public corporation, organized and existing under and by virtue of the laws of the State of Nebraska, for the purpose of providing said lots and the owners thereof with a system of public paved roads and streets, a sewer system, a water system and other public utilities or facilities and services permitted to such Districts by law, all as provided for by Sections 31-727 through 31-752 of the 1951 Cumulative Supplement to the Revised Statutes of Nebraska, 1943. The owner of any lot hereinabove described shall be entitled to all of the benefits for which such Sanitary and Improvement District exists, and likewise, shall be subject to all of the obligations and liabilities imposed upon the lots within said District as provided by law.

IN WITNESS WHEREOF, the said undersigned subscribed this instrument at Omaha, Douglas County, Nebraska, this 16th day of August, A.D. 1963.

*Mary Camenzind*  
Mary Camenzind

*Louis Camenzind*  
Louis Camenzind

*John K. Camenzind*  
John K. Camenzind

*Arthur Camenzind*  
Arthur Camenzind



*[Handwritten Signature]*  
Witness to all signatures

*[Handwritten Signature]*  
Phyllis A. Ingers

STATE OF MISSOURI

COUNTY OF DOUGLAS

On this 20th day of August, A.D. 1933, before me the undersigned Notary Public, duly commissioned as such for the County and State aforesaid, personally appeared the above named and described MARY CHRISTIAN, widow of JOHN CAMERON, single, JOHN W. CAMERON and BERT S. CHRISTIAN, all of said County of Douglas, HOLMQUIST and HELENE HOLMQUIST, husband and wife, JOSEPH F. INGERS and PHYLLIS A. INGERS, husband and wife, each of whom are personally known to me and each of whom read, signed and severally acknowledge that they and each of them did execute the above and foregoing instrument, and that the execution thereof was their Voluntary Act and Deed for all intents and purposes as in said instrument set forth.

WITNESSES my hand and seal this 20th day and year last above written.

My Commission expires May 15th, A.D. 1934.



RECEIVED  
27 AUG 15 1933  
NOTARY PUBLIC



69-639+

BOOK 532 PAGE 309

AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being a majority of the property owners in Camenzind Highland Second Addition, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, in consideration of the mutual covenants hereto agreed upon hereby amend the Declaration of Protective Covenants governing the following described property, to-wit:

Lot 1, Block 1; Lots 1 through 6 inclusive, Block 2; Lots 1 through 7 inclusive, Block 3; Lots 1 through 10 inclusive, Block 4; Lots 1 through 16 inclusive, Block 5; Lots 1 through 18, Block 6; Lots 1 through 8 inclusive, Block 7; Lots 1 through 5 inclusive, Block 8; Lots 1 through 15 inclusive, Block 9; Lots 1 through 9 inclusive, Block 10, all in Camenzind Highland Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

which Declaration of Protective Covenants is dated August 20, 1963, and recorded in Book 401 at Page 401 of Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, as follows:

I.

Paragraph "SECOND" is amended to read as follows:

"These covenants shall be and remain in effect for an initial period of twenty-five (25) years from and after the date of the original Declaration of Protective Covenants, August 20, 1963, but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for a successive period of ten (10) years thereafter. The said covenants, in whole or in part, may be terminated or amended at any time through written agreement executed by a majority of the owners of the lots in the subdivision, provided, however, that only one owner of each lot shall be entitled to vote and in the case of multiple lot



II.

Paragraph "THIRTEENTH" is hereby deleted in its entirety.

III.

All other paragraphs of the original Declaration of Protective Covenants not herein amended or deleted shall remain in full force and effect.

DATED this 27 day of October, 1973.

Joe Long

Robert D Ferguson

Sarah Chen

Judith A. Mize

Quinn A. Buchanan

Joseph P. D. [unclear]

Laura M. Breakenbury

[unclear]

Donald J. Beaton

J. Ted Vardick

Harold K. Sester

Oral M. Voshell

Lloyd J. Burke

Ronald L. Hansen

Anna R. Burke

Mary Kanner

[unclear]

Gene M. Kanner

Nancy G. Kanner

Wendy M. Mize

David

Ros

Tina

[unclear]

[unclear]

[unclear]

Kat

[unclear]

[unclear]

[unclear]

[unclear]

[unclear]

[unclear]

[unclear]



Beverly Mittermice

H. H. Wirth

Rose Wirth

Maryann F. Ferguson

Frances Ferguson

George P. Ferguson

Tom L. Muehle

Katherine L. Muehle

Villey Green

James Green

3

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

5 DAY OF

Feb

1924 AT 10:15 A.M.

C. HAROLD OSTLER, REGISTER OF DEEDS

3275

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, being the owner of the following described property located in Douglas County, Nebraska, to-wit:

Lot 1, Block 1; Lots 1, 2, 3, 5 and 6, Block 2; Lots 2, 3, 5, 6 and 7, Block 3; Lots 1, 2, 3, 5 and 8, Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15 and 16, Block 5; Lots 1, 2, 3, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, and 18, Block 6; Lots 4, 5, 6, 7, and 8, Block 7; Lots 1, 2, 3, and 5, Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14 and 15, Block 9; and Lot 8, Block 10, all in Camenzind Highland Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

said lots being a majority of the lots in said subdivision does hereby consent and agree, pursuant to paragraph 2 of the Declaration of Protective Covenants dated August 20, 1963 and filed August 27, 1963 in Miscellaneous Book 401 at Page 401 in the office of the Register of Deeds of Douglas County, Nebraska, on the following described real estate, to-wit:

Lot 1, Block 1; Lots 1 through 6, inclusive, Block 2; Lots 1 through 7, inclusive, Block 3; Lots 1 through 10, inclusive, Block 4; Lots 1 through 16, inclusive, Block 5; Lots 1 through 18, inclusive, Block 6; Lots 1 through 8, inclusive, Block 7; Lots 1 through 5, inclusive, Block 8; Lots 1 through 15, inclusive, Block 9; Lots 1 through 9, inclusive, Block 10, all in Camenzind Highland Second Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

to amend, change and modify said Protective Covenants in the following described manner to read as follows:

FIRST: These covenants are adopted and imposed as aforesaid in pursuance of a general plan for the development and improvement of each and all of the Lots above described, and shall run with the land and inure to the benefit of and be binding upon each and every person, firm or corporation, who during the time these covenants are in effect, may own, hold, encumber, use, or occupy said Lots, and each of them, or any part thereof, or any interest therein. Any person, firm or corporation for whose benefit said covenants exist, may maintain suitable action, either



- SECOND:** These covenants shall be and remain in effect for an initial period of twenty-five (25) years from and after this date, but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for successive periods of ten (10) years each, unless and until said covenants, in whole or in part, are terminated or changed through written agreement executed by the then owner of a majority of the Lots above described and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in the manner provided by law, provided, however, that the aggregate period of time, including said initial period and renewal or extension periods aforementioned, shall not exceed the maximum aggregate period of time allowable by law, at the expiration of which maximum legal period said covenants shall completely terminate.
- THIRD:** The term "LOT" as used herein shall be construed to denote any of the following described parcels of land, to-wit: (a) a single lot as originally platted in the Plat and Dedication of said Addition, or (b) such a single platted lot together with the contiguous portion of one or more abutting platted lots used therewith, or (c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that the area of such parcel and dimensions of the rear and front lines of such parcel shall be, respectively, not less than the area and rear and front lines of either one of the platted lots out of which such parcel is formed.
- FOURTH:** Easements for the installation, construction, erection, extension, renewal, repair, maintenance and operation of sewer, water, gas, telephone and electric lines, including the equipment or appurtenances reasonably necessary therefor, hereby are created and reserved in perpetuity over, along, upon and under the rear and a side five (5) feet of each lot in favor of the several public utilities now or hereafter operating such services or utilities.
- FIFTH:** No noxious, offensive or illegal trade or activity shall be carried on upon any lot or parcel of land, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- SIXTH:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be erected upon, or used, on any lot or parcel of land at any time as a residence, either temporarily or permanently.
- SEVENTH:** No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot or parcel of land, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
- EIGHTH:** No garden or field crop whatsoever shall be grown between a dwelling and any lot line, or between a dwelling and any abutting street line, other than flowers, trees, shrubs, bushes, hedges or other ornamental plants or

