

30-264 J & L Developers - 0107

**PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned is the owner of Lots One (1), Two (2), Three (3) and Four (4), Seven (7) through Fifteen (15), and Eighteen (18) through Thirty-four (34), all in First Addition to Bousack's Orchard Heights, a subdivision in Barry County, Nebraska, as surveyed, platted and recorded;

NOW THEREFORE, the following restrictions and Protective Covenants are hereby placed on said lots, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, used 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 three 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, or the total usable floor area exclusive of basement area shall be not less than 1200 square feet in the case of a 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 25 feet to any side street line. No building shall be located nearer than 15 feet to its interior lot line, except that a 3 foot side yard shall be permitted for a garage or other accessory building located 10 feet back of the main residential building. If J & L DEVELOPERS, INC. shall determine that said set back or side yard requirements as to any lot or lots in said subdivision are not adequate or satisfactory to the best development of the subdivision, the said corporation, by resolution may alter or change the same, provided said change or alteration shall conform to and with the Building Permit issued by Barry County. For the purpose 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 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 an area of less than 10,000 square feet.
5. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat and over the rear 5 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.

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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. 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 purpose.

9. The following prohibitions shall be observed on all lots:

(a) No fuel tanks on the outside of the house shall be exposed to view, but shall be buried.

(b) No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed.

(c) No drive shall be constructed, except of cement, brick, stone or asphalt.

#### 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 twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended 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 except in the manner specifically provided under paragraph No. 3 on Page One hereof.

2. For a period of five years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by J & L DEVELOPERS, INC.

3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

4. Invalidity of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These Covenants shall apply to Lots 1, 2, 3 and 4, 7 through 15, and 18 through 24, all in First Addition to Besant's Orchard Heights, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

That the foregoing Protective Covenants to run with the land herein described were duly adopted by resolution of J & L DEVELOPERS, INC. at a special meeting of the Board of Directors of said corporation held in the City of Bellevue on MAY 9, 1962