Lot 165 to 207

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ORCHARD PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THESE COVENANTS shall apply to all land, now and hereafter, platted as part of Orchard Park, a subdivision in Douglas County, Nebraska.

1. All lots in Orchard Park shall be known, described and used as residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling per lot.

3. Public concrete sidewalks, four feet wide and four inches thick shall be installed in front of each improved lot and on side street on improved corner lots. The sidewalks to be located according to local codes and ordinances.

4. No residential structure shall be erected or placed on any building plot which has an area of less than seven thousand five hundred (7,500) square feet. No building shall be located on any plot nearer than thirty-five feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than seven feet to any side line of any building plot. In the event that the Board of Appeals permits a lesser lot area, front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals.

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

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. 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 maintained for any commercial purpose.

7. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall not be less than 800 square feet for a one story house, nor less than 730 square feet for a one and one-half story or taller house.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. The provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots in Orchard Park, until January 1, 1981, at which time said covenants shall be automatically extended for successive

Periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators, and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

10. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

11. 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.

ORCHARD PARK, INC.

By Joe M. Katleman
President

Attest: C. E. Kessler
Secretary

June Mullen — John W. Mullen

Emil Scheerer — Martha Scheerer

George L. Verret — Mary Marguerite Verret

Ewel J. Karnes

Donald F. Day — Patricia K. Day

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 20th day of July, 1961 before me, a Notary Public in and for said County, personally came JOE M. KATLEMAN and C. E. KESSLER, the president and secretary respectively of ORCHARD PARK, INC., a Nebraska Corporation, to me personally known to be such president and secretary and the identical persons whose names are affixed to the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the corporate seal of said corporation was thereto affixed by its authority, and also personally came the above named JUNE MULLEN, JOHN W. MULLEN, EMIL SCHEERER, MARTHA SCHEERER, GEORGE L. VERRET, MARY MARGUERITE VERRET, EWEL J. KARNES, DONALD F. DAY, PATRICIA K. DAY, who are personally known to be to be the identical persons whose

names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

Notary Public

19 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 14 00

20 DAY July 1961 AT 4:27P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

Lot 166 to

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ORCHARD PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THESE COVENANTS shall apply to all land, now and hereafter, platted as part of Orchard Park, a subdivision in Douglas County, Nebraska.

1. All lots in Orchard Park shall be known, described and used as residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling per lot.

3. Public concrete sidewalks, four feet wide and four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. The sidewalks to be located according to local codes and ordinances.

4. No residential structure shall be erected or placed on any building plot which has an area of less than seven thousand five hundred (7,500) square feet. No building shall be located on any plot nearer than thirty-five feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than seven feet to any side line of any building plot. In the event that the Board of Appeals permits a lesser lot area, front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals.

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

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. 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 maintained for any commercial purpose.

7. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall not be less than 800 square feet for a one story house, nor less than 700 square feet for a one and one-half story or taller house.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. The provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots in Orchard Park until January 1, 1981, at which time said covenants shall be automatically extended for successive

BOOK 368 PAGE 104

Periods of ten (10) years, unless by [illegible] of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators, and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

10. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

11. 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.

ORCHARD PARK, INC.

By [signature] President

Attest: C. E. Kessler Secretary

June Mullen — John W. Mullen
June Mullen — John W. Mullen

Emil Scheerer — Martha Scheerer
Emil Scheerer — Martha Scheerer

George L. Verret — Mary Marguerite Verret
George L. Verret

Ewel J. Karnes
Ewel J. Karnes

Donald F. Day — Patricia K. Day
Donald F. Day

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 20th day of July, 1961 before me, a Notary Public in and for said County, personally came JOEL [illegible] and C. [illegible], the president and secretary respectively of ORCHARD PARK, INC., a Nebraska Corporation, to me personally known to be such president and secretary and the identical persons whose names are affixed to the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the corporate seal of said corporation was thereto affixed by its authority, and also personally came the above named JUNE MULLEN, JOHN W. MULLEN, EMIL SCHEERER, MARTHA SCHEERER, GEORGE L. VERRET, MARY MARGUERITE VERRET, EWEL J. KARNES, DONALD F. DAY, PATRICIA K. DAY, who are personally known to be to be the identical persons whose

names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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

[signature]
Notary Public

19 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 14.00
20 DAY July 1961 AT 4:27 P.M. THOMAS L. O'CONNOR, REGISTER OF DEEDS

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11. 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.

ORCHARD PARK, INC.

By _____ President

Attest: C. E. Kessler Secretary

Jane Mullen — John W. Mullen

Emil Scheerer — Martha Scheerer

Geo. L. Verret — Mary Marguerite Verret

Ewel J. Karnes

Donald F. Day — Patricia K. Day

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

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

[signature]
Notary Public

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