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1976 APR -8 PM 3:30

PROTECTIVE COVENANTS AND RESTRICTIONS

RURAL LIVING CONSULTANTS, INC., herein called the "Developer," being the owner of Lots 1-11 inclusive in River Bend Acres, a Subdivision in the Northeast Quarter of the Southwest Quarter of Section 33, Township 17 North, Range 10 East of the 6th P. M., in Washington County, Nebraska, does hereby declare that all lots within the above-described Subdivision shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

- A. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, religious, educational or non-profit recreational uses.
- B. No structure shall be erected, altered, placed or permitted to remain or be occupied on any lot other than one substantially completed detached single-family dwelling not to exceed two stories in height, with either an attached garage for not less than two cars, or a double car garage under the main floor of the structure enclosed by part of the foundation walls.
- C. No residential structure shall be erected on any lot which is smaller than as originally platted.
- D. No noxious or offensive trade or activity shall be carried on

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upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind, except residential "for sale" signs not exceeding six square feet in area, shall be erected on any lot. The above restriction as to signs does not apply to signs erected by the Developer and its agents in connection with the development and sale of lots and the placement of improvements thereon. **All excavations,** including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will the Developer or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

- E. No trailer, tent, shack, junk cars or temporary structures shall be placed or erected on said lots. Only the main residential structure on each lot may be occupied as a dwelling.
- F. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements (basement being defined as any level not above grade) and garages shall be not less than the following minimum sizes:

- 1. 1,340 square feet for one story dwellings.
- 2. 1,344 square feet for split-level dwellings.

3. 1,000 square feet on the main floor for one-and-a-half or two-story dwellings.
- G. Grading of lots in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.
 - H. No animals will be allowed other than ordinary household pets excepting for Lot Numbers 8, 9, 10, and 11, on which one or two horses will be allowed. No kennels will be allowed.
 - I. One outbuilding per lot, with an enclosed area of not less than 256 square feet and not more than 400 square feet, will be permitted for storage and/or shelter of livestock.
 - J. The placement on any lot of a structure constructed in place and used at a previous location is prohibited. Newly manufactured modular homes or prefabricated dwellings shall be permitted on the lots in River Bend Acres.
 - K. Prior to commencement of construction of any buildings on a lot, the plans (including elevations) and specifications must be submitted to and approved by the Developers. In general, these dwellings must be constructed in conformance with a recognized building code such as the Uniform Building Code, or the Boca Code.
 - L. These covenants, restrictions and conditions shall run with the land and continue until January 1, 1985, after which time

they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

- M. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in River Bend Acres shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.
- N. If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Executed this 26th day of February, 1976.

RURAL LIVING CONSULTANTS, INC.

By: Bart Dennehy
Bart Dennehy, President



Helen Dennehy
Helen Dennehy, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

Before me, a notary public qualified in said county personally came Bart Dennehy, President of Rural Living Consultants, Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESSED my hand and notarial seal on February 26, 1976.



Helen M. Dennehy
Notary Public

My commission expires: APRIL 24, 1977

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 1396
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27 DAY OF March A.D. 1976
AT 3:30 O'CLOCK P. M. AND RECORDED IN BOOK
107 AT PAGE 344-345
COUNTY CLERK Charlotte H. Petersen
DEPUTY Harold Christensen