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DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AGREEMENT made on the date hereafter set forth by and between Eugene D. Townsend and Elsie J. Townsend, husband and wife, (sometimes referred to herein as "Townsend"), and Patrick G. Nipp and Mary Ann Nipp (sometimes hereinafter referred to as "Nipp"), the parties being jointly referred to as "Declarants."

WITNESSETH:

WHEREAS, Townsend owns certain real property which is legally described as follows:

Lots 8 and 9, River Bend Acres, a subdivision in NE 1/4 SW 1/4 of Section 33, Township 17 North, Range 10, East of the 6th P.M., Washington County, Nebraska

COPIED TO RECORD

WHEREAS, Nipp owns certain real property which is legally described as follows:

Lots 10 and 11, River Bend Acres, a subdivision in NE 1/4 SW 1/4 of Section 33, Township 17 North, Range 10, East of the 6th P.M., Washington County, Nebraska

WHEREAS, Declarants desire to place certain restrictions and covenants on the development, use and occupation of the Lot 9, River Bend Acres (Lot 9) which shall be binding on Townsend and all future owners of all or any part of Lot 9, their grantees, heirs and assigns, and which said restrictions and covenants shall also be for the benefit of all of the property owners of Lots 10 and 11, River Bend Acres (Lots 10 and 11).

NOW, THEREFORE, Declarants do hereby declare, covenant and agree that the Subject Property shall be held, used, sold and conveyed subject to the following restrictions, conditions and covenants (hereinafter collectively called "Covenants"), to-wit:

10-26-90 Recorded
General
Numerical
Photostat

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STATE OF NEBRASKA COUNTY OF WASHINGTON ES-862
ENTERED BY NUMERICAL INDEX AND FILED FOR RECORD
THIS 14th DAY OF November A.D. 1990
AT 10:00 O'CLOCK A.M. AND RECORDED IN BOOK
188 AT PAGE 94
COUNTY CLERK Charles A. Peterson
DEPUTY Paul W. Warren

188-849

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1. The Covenants shall run with the land, shall be binding upon the then property owners and all parties acquiring in the future any right, title or interest in the Subject Property until 25 years after date of filing of these Covenants of Records in the Office of Register of Deeds of Washington County, Nebraska, or as otherwise terminated by mutual agreement of the owners of Lots 8, 9, 10, and 11.

2. Any person or entity specifically identified in Paragraph 1 above for whose benefit these restrictions and covenants are declared and enunciated, is hereby given the right to prosecute any proceedings at law or in equity against the persons or entities violating or attempting to violate any such covenants, and either to prevent him, it, or them from so doing, or to recover damages or other dues for such violation or both damages and injunctive relief. Failure by any persons or entities to enforce any restriction or covenant hereinafter set forth shall in no event be deemed a waiver of the right to do so thereafter.

3. The use and occupancy of Lot 9, River Bend Acres shall be restricted as follows:

(a) There shall be no improvements including dwelling or other buildings of any kind erected upon Lot 9 other than the existing garage now located on Lot 9;

(b) There shall be no change in the character of or nature of Lot 9 from its current use as unimproved pastoral land; or

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(c) There shall be no change or alteration of the grade and surface or change in the natural drainage pattern of Lot 9.

4. Townsend has currently erected and maintained a fence that is located on Lot 10. Nipp may not immediately require the removal of this fence. It is agreed by Nipp and Townsend that Nipp's failure to require the removal of the fence or Townsend's use of that part of Lot 10 lying north and west of the fence shall not result in Townsend acquiring any ownership interest in that part of Lot 10.

5. Townsend agrees and recognizes that they are occupants of a portion of Lot 10 at the sufferance of Nipp and agree that they will not interfere with Nipp's use and occupancy of Lot 10. Further, Townsend agrees at any time Nipp may require the removal of the fence by giving Townsend 30 days notice of such demand to remove and upon the failure of Townsend to remove the fence, Nipp may remove the fence or relocate the fence on the property line between Lots 9 and 10, River Bend Acres. Upon removal or relocation of the fence, Townsend shall have no right to the use or occupancy of any part of Lot 10.

6. Townsend agrees that upon notice from Nipp that any and all occupancy of Lot 10 shall cease upon receipt of notice from Nipp to terminate such occupancy.

7. The covenants and restrictions set out in Paragraph 3 above may be amended or waived from time to time hereafter by unanimous written action of the owners of Lots 8, 9, 10, and 11.

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8. Unless terminated as provided herein, the Covenants shall run with the land for a period of 25 years from and after their being filed of record as herein provided, at which time they shall terminate.

IN WITNESS WHEREOF the undersigned have executed this Declaration of Restrictions and Covenants on 11/6, 1990.

[Signature]
Patrick G. Nipp

[Signature]
Eugene D. Townsend

[Signature]
Mary Ann Nipp

[Signature]
Elsie J. Townsend

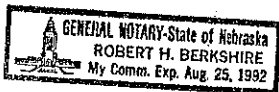
Owners of Lots 10 and 11,
River Bend Acres

Owners of Lots 8 and 9,
River Bend Acres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of November, 1990, before me, the undersigned a Notary Public, in and for said County, in said State, personally came Patrick G. Nipp and Mary Ann Nipp, husband and wife, to me known to be the identical persons whose names are subscribed 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 first above written.



[Signature]
Notary Public

My Commission Expires:

8/25/92

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