

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Sarpy County Realty Company, a duly organized and existing Nebraska corporation, sole owner of all real estate hereinafter described, does hereby adopt, declare and impose upon said real estate these covenants, restrictions, limitations and conditions hereinafter referred to as "covenants" and acknowledge and declare that said covenants henceforth during the time the same remain in effect as hereinafter provided, shall apply to, control and cover the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

Lots One (1) to Seventeen (17), inclusive in Riverview Heights, an addition in Sarpy County, Nebraska.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, unless prior thereto, at least two-thirds (2/3) of the owners of Lots One (1) to Seventeen (17) inclusive, shall have joined in a release or modification of these covenants and shall have recorded the same in the proper records of Sarpy County, Nebraska. After January 1, 1987, these covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the owners of at least nine (9) of the above described lots has been recorded terminating these covenants as of some date not earlier than January 1, 1987. Sarpy County Realty Company or its successor in interest may, by action of its Board of Directors, modify any of the herein contained provisions of these Protective Covenants.

2. No structure shall be erected, altered, placed or permitted on any of Lots One (1) to Seventeen (17) inclusive, in said subdivision, except one single family dwelling per lot. Each family dwelling may have attached thereto a private garage in size to accommodate not more than three (3) nor less than two (2) automobiles. It shall be permissible however, to erect on any lot referred to, not more than one (1) small structure for the housing of household tools and lawn equipment, providing that no such building shall be placed or maintained closer to Ridge Road than the rear of the residence building on such lot, and not closer than 15 feet to the main dwelling. None of said lots shall be re-subdivided into two or more smaller lots.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska
 18 day June 1966 at 11 A.M. Esther Hull, County Clerk. 2 65

3. No residence on Lots One (1) to Fifteen (15) in Riverview Heights shall be located nearer than 50 feet from Ridge Road. No residence on Lots ~~Sixteen (16)~~ to Seventeen (17) inclusive shall be located nearer than 25 feet from Ridge Road. No residence shall be erected within 35 feet of any adjoining lot.

4. No dwelling in Riverview Heights shall be erected or placed or maintained on any lot unless such building shall have a ground floor area of at least 1400 sq. ft., exclusive of open porches and garages.

5. A dwelling previously erected at another location shall not be moved to any lot in Riverview Heights subdivision.

6. The owner of each lot, vacant or improved, shall keep said lot free from weeds and debris. No animals, livestock or poultry of any kind may be kept on Lots One (1) to Seventeen (17) inclusive, except that household pets may be kept thereon, provided they are not kept, bred or maintained for any commercial purpose. No fuel tanks on the outside of any building shall be exposed to view, but shall be buried. No garage or other out-building shall be erected on any lot for dwelling purposes before the residence thereon is constructed. No drive shall be constructed unless of castnt, stone, brick or asphalt. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or any other building shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently.

7. There shall be no fences or hedges running parallel with, or approximately parallel with Ridge Road, on Lots One (1) to Seventeen (17) inclusive, at any point between the street side of the residence thereon and Ridge Road.

8. No building in Riverview Heights shall be used for the purpose of carrying on any trade or profession. 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.

9. All plans and specifications for dwelling, construction or remodeling, which involves the erection of a dwelling or any change of the outside appearance of the dwelling involved, must be approved in writing by Sarpy County Realty Company before the start of such construction or remodeling.

10. The slopes and elevations of any lot in "Riverview Heights", after a residence has been erected thereon, shall be in accordance with a diagram submitted to and approved by Sarpy County Realty Company.

11. A perpetual easement is hereby granted to Omaha Public Power District, Metropolitan Utilities District, Northwestern Bell Telephone Company, City of Bellevue and Peoples Natural Gas Division of Northern Natural Gas Company and to their respective successors and assigns, to erect and maintain water, gas, electrical, sewage and telephone facilities along, across, over and under the ~~front~~ ^{side} and rear boundary lines of all lots in said subdivision.

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12. The conditions of this agreement shall be binding upon the company and upon each and every person who acquires any interest in any of the property which is a part of "Riverview Heights" subdivision, and upon each and all their successors, heirs and assigns.

13. If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any person or persons owning any other lots in said addition, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants and either to prevent him or them from doing so or to recover damages resulting from such violation or violations.

IN WITNESS WHEREOF, the Sarpy County Realty Company, a corporation, has caused this instrument to be executed this 9 day of June, 1961

by its President.

[Handwritten Signature]



SARPY COUNTY REALTY COMPANY

BY *Charles S. Reed*
President

ATTEST: *H. H. [Signature]*
Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 9 day of June, 1961, before me, the undersigned, a notary public in and for said county, personally came Charles S. Reed, president and identical person whose name is affixed to the above Protective Covenants, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Omaha, in said county, the day and year last above written.



George O. Kaniouff
Notary Public