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ADOPTED AND SUPPLEMENTAL COVENANTS

WHEREAS, heretofore Sarpy County Realty Company recorded protective covenants pertaining to Riverview Heights, an addition in Sarpy County, Nebraska, and

WHEREAS, since such recording there has been a replatting of such subdivision, and

WHEREAS, Sarpy County Realty Company, the sole owner of such subdivision desires to effectuate the following covenants to replace the protective covenants heretofore recorded on the 10th day of June, 1961, in Book 28, Miscellaneous Records at Page 274.

THEREFORE, Sarpy County Realty Company vacates and releases the protective covenants heretofore filed and adopts the following protective covenants in lieu thereof.

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" and acknowledge and declare that said covenants henceforth during the time and same remain in effect as hereinafter provided, shall apply to, control and cover the ownership, encumbrance, use and occupancy of each and all of all of the lots, in Riverview Heights, an addition in Sarpy County, Nebraska, as replatted.

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 thirteen (13) 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

FILED FOR RECORD IN SARPY COUNTY NEB. July 2, 1962 AT 10 O'CLOCK A.M.
AND RECORDED IN BOOK 28 OF REC. MISC. RECORDS SARPY COUNTY CLERK

may, by action of its Board of Directors, modify any of the provisions of these Protective Covenants.

2. None of said lots shall be re-subdivided into two or more smaller lots.

3. No structure shall be erected, altered, placed or permitted on any of Lots One (1) to Nineteen (19) inclusive, in said subdivision, except one single family dwelling per lot. Each family dwelling must have attached thereto a private garage in size to accommodate not more than three (3) less than two (2) automobiles. It shall be permissible however to place on any lot referred to, not more than one (1) small structure for the use of household tools and lawn equipment providing that no such structure be maintained closer to the front line than the rear of the structure to such lot line, and in no instance closer than 10 feet to the front of such lot line.

4. No structure shall be located closer than 25 feet to the rear lot line for accessory structure for housing household tools and lawn equipment located 5 feet from the rear lot line. No residence on lots 10, 11, 12, 13, and 14, shall be located closer than 10 feet to the rear lot line. No structure shall be located closer than 10 feet to the rear lot line. No residence on lots 6 to 10 inclusive shall be located closer than 10 feet from an adjoining lot.

5. No single story building in River View shall be erected, placed or maintained on any lot unless such building shall have an area of at least 1400 square feet, and the main floor of such building and the story dwelling must have at least 200 square feet of porch, loggias and garages.

6. A building previously erected on the lot shall not be moved to any lot in River View subdivision.

7. The owner of any lot, vacant or otherwise, shall keep the same free from weeds and debris. No spikes, stumps, logs, or other objects shall be kept on Lots One (1) to Nineteen (19) in said subdivision, unless they are kept in pits or pits may be kept thereon, provided they are not used for any commercial purpose. No fuel tanks shall be kept on any lot, but shall be exposed to view, but shall be buried.

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be erected on any lot for dwelling purposes before the residence thereon is constructed. No drive shall be constructed unless of cement, 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.

8. There shall be no fences or hedges running parallel with, or approximately parallel with Ridge Road, or Lots Five (5) to Nineteen (19) Inclusive, at any point between the residence thereon and Ridge Road.

9. 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.

10. 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 Surry County Realty Company before the start of such construction or remodeling.

11. The slopes and elevations of any lot in "Riverview Heights", upon which a residence has been erected thereon, shall be in accordance with a plan submitted to and approved by Surry County Realty Company.

12. A perpetual easement is hereby granted to Omaha Public Power District, Metropolitan Utilities District, Northwestern Bell Telephone Company, City of Lincoln 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 this subdivision, and the dedicated streets.

13. 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.

14. 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

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persons doing any other loss in said addition, or any part thereof, or
in any proceedings at law or in equity against the person or persons
named 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 2 day of July, 1962,
its President.

SARPY COUNTY REALTY COMPANY

By Charles Reed
President

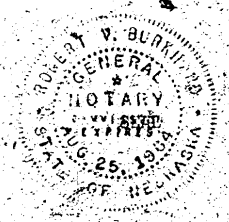
ATTEST:

Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 2 day of July, 1962, before me, the undersigned
notary public in and for said county, personally saw Charles Reed,
President and identical person whose name is affixed to the
Supplemental Covenants, and he acknowledged the execution thereof as a
voluntary act and deed as such officer, and the validity of the same
said corporation.

Witness my hand and notarial seal at Omaha, Nebraska, this 2
day and year last above written.



Robert V. Burkhead