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REVISED COVENANTS FOR RIVERVIEW SUBDIVISION, SAUNDERS COUNTY  
NEBRASKA, AND VACATION OF PRIOR COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

Richard W. Wiechman and Betty J. Wiechman, husband and wife, the former being the fee owner of all of the property in River-view Subdivision, in Saunders County, Nebraska, as platted in Book L at Page 208, in the office of the Register of Deeds in and for Saunders County, Nebraska, having heretofore executed and caused to be recorded in Book X of Miscellaneous Records at Page 151 of said office, and in Book X at Page 200 in the Miscellaneous Records of said office, and in Book X at Page 246 of said Miscellaneous Records, two Declarations of Covenants for said subdivision and an agreement for modification of covenants which vacated the first set and confirmed the second, do hereby vacate the covenants so recorded in Book X at Page 200 and do hereby make the following declarations as to limitation, restrictions and uses to which the lots constituting said subdivision may be put, and hereby specify that the said declarations shall constitute covenants to run with all of the said lots, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform, and suitable in use as herein specified, such restrictions to be and remain in effect for a period of 20 years from the date hereof, and to continue in effect for succeeding periods of 20 years each unless thereafter removed by force of law or modified or removed by agreement of the then owners of the two-thirds majority in interest of the lots in said subdivision, reserving unto Richard W. Wiechman however at any time the right with the concurrence in writing of the then owners of a two-thirds majority in interest of the lots in said subdivision not then owned by him, to revoke or amend these covenants, such declarations being as follows:

1. Only a single family dwelling shall be constructed, placed, or used on any single lot, and no such dwelling shall have less than the minimum square feet of first floor and total enclosed living area, excluding breezeways, carports, garages and porches, specified as follows: (1) Lots 1 to 18 inclusive, in Block 1, 1350 square feet of which not less than 1000 square feet shall be on the first floor; (2) All of Block 5, all of Block 4, Lots 6 to 9 inclusive in Block 3, and Lots 11 to 13 inclusive in Block 2, 1250 square feet of which not less than 900 square feet shall be on the first floor; (3) All other lots in the subdivision, not less than 1000 square feet of such living area.

2. All sewer and water arrangements and facilities installed upon each lot shall comply with the requirements and recommendations of the State Department of Health and of the Public Health Service of the U.S. Department of Health, Education, and Welfare, in effect at the time of installation.

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Ownership of a lot shall be deemed to be consent that when a sewer line is laid in any street or public road on which such lot abuts, it shall be incumbent upon the owner of such lot to establish connection with such sewer system without delay, and thereafter to make use of the same to the exclusion of all and any privately installed cesspools, septic tanks, or other sewer facilities, and further consent to the formation of a water district and a sewer district or either or both of them in said subdivision. Where septic tanks are used, they should be maintained in good condition and laterals buried in such a manner that there will be no surface drainage onto other lots and be so constructed as to comply with the regulations established by the Nebraska Department of Health.

3. No enclosure wall of any building shall be erected, and no structure shall be placed, closer than ten feet to the side line of any lot nor, in Blocks 4 and 5, closer than twenty feet to the front line of any lot, nor in the case of other lots closer than thirty feet from the front line of any lot. In the case of any corner lot, the side setback line shall be deemed to be twenty feet where a side abuts a street or public road. Fences may be constructed along the boundary line of any lot, provided that no such fence shall exceed 42 inches in height nor shall the same be closer than 6 inches to the side lot line unless approved in writing by the owner of the adjacent lot, and provided that no such fence shall be constructed of wire.

4. Basement units shall not be used as dwellings. All garage space shall be either built in, attached to a residence, or connected with the residence by a breezeway, and there shall be no detached outbuildings except that upon Lots 1 to 18 in Block 1 inclusive separate buildings are permitted if the highest point of any such building is at least 25 feet below the Platte River bluff line which is the Northeast margin of Lots 1 to 11 and is in the approximate location of a dotted line across the recorded plat on Lots 12 to 18 inclusive, in said Block 1.

5. No trailer, tent, shack, garage or temporary building erected or placed upon any lot shall at any time be used as a residence, whether temporarily or permanently nor shall any structure of a temporary character be used as a residence.

6. No lot shall be occupied for any purpose other than residential, except such lot or lots, or portion thereof as may hereafter be dedicated by an owner thereof for public purposes, and provided that an owner may use a portion of his residence for office purposes but may place no sign of any kind in or upon the premises visible from the outside to indicate that any such office or business is located therein or thereon.

7. No nuisance, or offensive, noisy, or illegal practice shall be done, suffered or permitted upon any lot nor shall any part of the subdivision be used or occupied injuriously to affect the use, occupation or value of the

adjoining or adjacent premises for residence purposes nor shall any horse, cow, hog, goat, chicken or other animal, except dogs and cats, kept as pets, be kept or maintained on said lots or any portion thereof. The presence of junk cars, trash, garbage, or other litter or offensive material on any lot shall be deemed nonexclusively to be a violation of this paragraph.

8. Except along the bluff aforesaid, ten foot strips from the sides and rears of all lots in the subdivision are hereby dedicated to the public, or to any utility company, for the installation and maintenance of utilities and for the common utility purposes of the owners of lots in the subdivision.

9. Water from eaves and other improved surfaces must be diverted into streets or roads and not onto adjoining lots. All weeds and other vegetation except maintained shrubs and hedges must be cut before they exceed 18 inches in height. Vegetable gardens must be limited to 30 percent of the total lot area owned by the owner and must not be located on either the side or the front of a residence. Driveways and curbs shall be constructed so as not to interfere with drainage in streets or roads and owners shall at their own expense install and maintain culverts or spillways for driveway purposes at the correct level in any ditch which separates a property from the road.

10. No construction of improvements upon any lot shall be commenced or maintained unless prior to such construction or installation plans demonstrating compliance with these covenants and showing the exterior appearance and material of the building have been submitted to Richard W. Wiechman in advance and have been approved by him in writing, or submitted to and approved by his successor in ownership of the last lot in the subdivision owned by Wiechman.

If the grantees, their heirs, or assigns, of any lot in the subdivision, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the grantors, or the owner or owners of any other lots in the subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

Dated May 3, 1968.

Betty J. Wiechman

Richard W. Wiechman

