

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

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

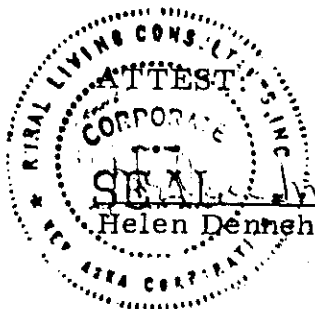
they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

- 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 8th DAY OF March, A.D. 1976
AT 3:30 O'CLOCK P. M. AND RECORDED IN BOOK
107 AT PAGE 341-345
COUNTY CLERK Charlotte H. Petersen
DEPUTY Garett R. Johnson

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

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 ✓

STATE OF NEBRASKA COUNTY OF WASHINGTON SS-2862
ENTERED IN MY OFFICIAL INDEX AND FILED FOR RECORD
THIS 14th DAY OF November A.D. 19 90
AT 10:00 O'CLOCK A.M. AND RECORDED IN BOOK
188 AT PAGE 879-157
COUNTY CLERK Charlotta Peterson
DEPUTY Beverly Williams

RECORDED IN BOOK 188 PAGE 879-157

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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.

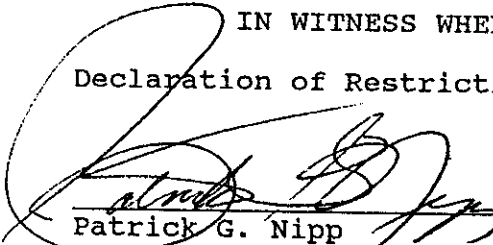
7. The covenants and restrictions set out in Paragraph 3 above may be amended or waived from time to time hereafter by unanimous written action of the owners of Lots 8, 9, 10, and 11.

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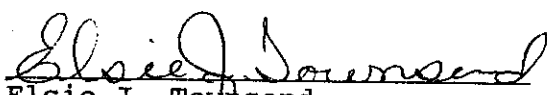
8. Unless terminated as provided herein, the Covenants shall run with the land for a period of 25 years from and after their being filed of record as herein provided, at which time they shall terminate.

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


Patrick G. Nipp


Eugene D. Townsend


Mary Ann Nipp


Elsie J. Townsend

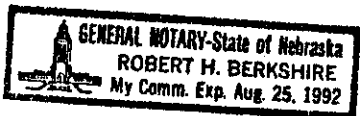
Owners of Lots 10 and 11,
River Bend Acres

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.




Notary Public

My Commission Expires:

8/25/92

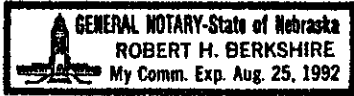
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of November, 1990, before me, the undersigned a Notary Public, in and for said County, in said State, personally came Eugene D. Townsend and Elsie J. Townsend, 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.



Robert H. Berkshire

Notary Public

My Commission Expires:

8/25/92

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