

BOGARD'S RIVERVIEW RANCHPROTECTIVE COVENANTS

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS and RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

I. ALL lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed three stories in height and other out-buildings incidental to residential use of the plot. One story dwellings will contain not less than 1,200 square feet of living area excluding garage. Multi-story and split level dwellings shall contain not less than 1,500 square feet of living area excluding garage. Earth homes are acceptable. All plans to build must be submitted to owner of record for approval.

II. No residential building lot shall be resubdivided into building plots of less than 2 acre-s each.

III. No business, trade, or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV. No structure of temporary character, tent, shack, barn or other outbuildings shall be used on any tract at any time as a residence either temporary or permanent, and no structure previously used shall be moved onto any tract. Including mobil homes and house trailers.

V. No animals, other than horses, beef animals, fowl, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

VI. No trash, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VII. Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendations called for as a result of a percolation test. It shall be necessary for the contractor, or contractor-builder, prior to covering any septic system, to notify the Health Officer that the septic system is ready for his final inspection. In no case may a well be closer than 100 feet from any part of septic tank systems nor may a well or septic tank system on any lot be closer than fifty feet to a lot line. Well casings will be cemented for a distance of ten feet below the surface of the ground. No well or septic tank system may be constructed on one lot which would interfere with a properly planned and constructed well and/or septic tank system on an adjoining lot.

VIII. No changes in the topography of a lot are permitted which would interfere with proper drainage either on the lot of the owner, or any other lot.

IX. Building set-backs: sideyards 25', excluding Lot #4, which is set at 10 feet. Front setbacks from west lot lines will vary according to shape of the lot. These will be established by the sellers.

X. These covenants are to run with land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

XI. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

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

Signed this 20<sup>th</sup> day of June 1983

Dennis G. Bogard

*Dennis G. Bogard*

Patricia A. Bogard

*Patricia A. Bogard*

STATE OF NEBRASKA) ss:  
COUNTY OF DOUGLAS)

Subscribed and sworn to before me by DENNIS G. BOGARD and PATRICIA A. BOGARD, this 20th day of June, 1983.

*William F. Ryan*  
Notary Public



MR. & MRS. DENNIS G. BOGARD  
114 CARTER LAKE CLUB, LAKEFRONT  
CARTER LAKE, IOWA 51510

Legal description of Bogard's River View Ranch over looking the Elkhorn River, just 1/4 mile north of Hwy. 36 on County Rd. 88.

That part of the South East 1/4 of North East 1/4 of Section Four (4), Twpship Sixteen (16) North, Range Ten (10) East of the 6 th P.M. lying North of the center of the County Road (88).

Approval of subdivision and rezoning for residential was granted June 8th 1983 at the Douglas County Permits and Inspection meeting.

*18 misc*

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1983 JUL -8 AM 10:46

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Book 692  
Page 656  
of 6560

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Index           
Comped           
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BK 0983 PG 147-149



MISC 1991 21856

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

BOGARD'S RIVERVIEW RANCHLots 1 through 5

Being a platting in the NE 1/4 of Sect. 4, T 16 N, R 10 E

MODIFICATION AND AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on July 8, 1983, a certain declaration and agreement was recorded in Miscellaneous Book 692 at Page 656 of the Records of the Registrar of Deeds of the County of Douglas, State of Nebraska, establishing certain protective covenants relating to the subdivision known as Bogard's Riverview Ranch; and

WHEREAS, the undersigned persons are the owners of the fee simple title of 100% of the lots shown on the plat of said Bogard's Riverview Ranch Subdivision, Douglas County, Nebraska.

NOW, THEREFORE, said declaration and agreement is hereby modified, changed, and amended as follows:

1. Item II of the instrument captioned "Protective Covenants", filed July 8, 1983, in Miscellaneous Book 692 at Page 656 shall be amended to read as follows: "No lot shall be subdivided or resubdivided."
2. Item V of the instrument captioned "Protective Covenants", filed July 8, 1983, in Miscellaneous Book 692 at Page 656 shall be amended to read as follows: "No animals, other than horses, beef animals, fowl, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Further, no lot shall contain at any given time more than six (6) horses, three (3) beef animals or ninety nine (99) fowl. Notwithstanding the foregoing provisions of Paragraph V, Lots 4 and 5 may be used for the seasonal pasturing of sheep."
3. Paragraph X of the instrument captioned "Protective Covenants", filed July 8, 1983, in Miscellaneous Book 692 at Page 656, shall be amended to read as follows: "These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by each and every one of the

then owners of said lots has been recorded, agreeing to change said covenants in whole or in part."

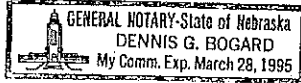
Lot owner's signature(s):

Lot 1: DON HAMRE and ROBERTA L. HAMRE, Joint Tenants and not as Tenants in Common

Don Hamre  
Don Hamre

Roberta L. Hamre  
Roberta L. Hamre

SUBSCRIBED AND SWORN TO before me this 26<sup>th</sup> day of October, 1991.



Dennis G. Bogard  
Notary Public

Lot 2: DENNIS G. BOGARD and PATRICIA A. BOGARD, Joint Tenants With Right of Survivorship

Dennis G. Bogard  
Dennis G. Bogard

Patricia A. Bogard  
Patricia A. Bogard

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of October, 1991.



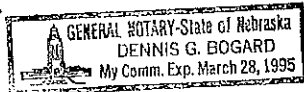
Paul A. Bogard  
Notary Public

Lot 3: MERLE D. ASHMORE and CONNIE ASHMORE, Joint Tenants With Right of Survivorship

Merle D. Ashmore  
Merle D. Ashmore

Connie Ashmore  
Connie Ashmore

SUBSCRIBED AND SWORN TO before me this 26<sup>th</sup> day of October, 1991.



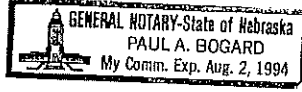
Dennis G. Bogard  
Notary Public

Lots 4 AND 5: DENNIS G. BOGARD and PATRICIA A. BOGARD, Joint Tenants and not as Tenants in Common

Dennis G. Bogard  
Dennis G. Bogard

Patricia A. Bogard  
Patricia A. Bogard

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of October, 1991.



Paul A. Bogard  
Notary Public

Misc 21856  
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OCT 29 9 25 AM '91  
CLARENCE E. BOGARD, JR.  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BK 983 N 88-246 C/O      FEE 17.50  
PG 147-149 DEL VK MG VP  
OF 110 COMP VP F/B OE-03970