

## PROTECTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners or all or any part of the following described real estate:

Lots One (1) through Twenty-Four (24) both inclusive, in Viking Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

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 these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, except that the existing structures on Lot One (1) that are currently standing at the time of platting of Viking Park shall be allowed to remain.

B. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

C. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall

not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, except that the existing structures on Lot One (i) at the date of platting of Viking Park shall be waived from the stated covenants. In the event that the existing structures on said Lot One (1) are caused to be removed for any reason, any new structures shall conform to these covenants.

D. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

F. 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.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

H. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

I. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.

J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

45-337B

Dated this 5 day of June, 1972.

In witness whereof we do hereunto set our hands this 5 day  
of June, 1972, A.D.

VIKING CONSTRUCTION, INC.

Eric Dahlbeck, Jr.  
Eric Dahlbeck, Jr., President

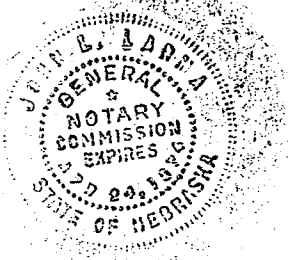
Attest

Gail A. Koch  
Gail A. Koch, Secretary

On this 5 day of JUNE, 1972, A.D., before me a notary  
public duly commissioned and qualified in for said County, personally  
came Eric Dahlbeck, Jr., President of Viking Construction, Inc., a  
Nebraska corporation, who is personally known to me to be the  
identical persons whose name is affixed to the dedication of this  
plat and he did acknowledge the execution thereof to be his voluntary  
act and deed.

Witness my hand and Notarial Seal at OMAHA, DOUGLAS COUNTY  
said county the date last aforesaid. John L. Lamo

My commission expires on the 24 day of APRIL, 1974.



AMENDMENT TO  
PROTECTIVE COVENANTS

45-1166

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of Lots One (1) through Twenty-Four (24), both inclusive, in Viking Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and that Protective Covenants covering said property were recorded on the 20th day of June, 1972 in Book 45 at Page 337 of the Miscellaneous Records in the office of the Register of Deeds for Sarpy County, Nebraska.

That the undersigned owners desire to amend said covenants by adding Paragraph I as follows below and said addition of Paragraph I is to become part of said covenants.

I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the day these covenants are recorded, after 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 the lots has been recorded, agreeing to change said covenants in whole or in part.

It is further agreed by the undersigned that all of said lots in said subdivision shall be owned, held and conveyed under and subject to above mentioned addition and that the said protective covenants as amended shall remain in full force and effect as to all of said lots in said subdivision.

Dated this 18 day of August A. D., 1972,. In witness whereof we do hereunto set our hands this 18 day of August A. D., 1972.

E. Jack Lively  
E. Jack Lively

Eric Dahlbeck Jr.  
VIKING CONSTRUCTION, INC.  
Eric Dahlbeck Jr., President

ATTEST  
Gail A. Koch  
Gail A. Koch, Secretary

On this 18<sup>th</sup> day of August, 1972, A. D., before me a notary public duly commissioned and qualified in for said County, personally came Eric Dahlbeck, Jr., President of Viking Construction, Inc., a Nebraska corporation, and E. Jack Lively, who are personally known to me to be the identical persons whose names are affixed to the protective covenants and they did acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal at Omaha, Nebraska, said county the date last aforesaid.

My commission expires on the 18<sup>th</sup> day of August, 1972.

Dec #  
013654

FILED FOR RECORD IN BOOK 45 OF  
PAGE 337  
466 Carl & Hilbert  
REGISTER OF DEEDS, SARPY COUNTY NEB.