

**RIVENDALE RESTRICTIVE 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 of all or any of the following described real estate until January, 2020:

Lots 1 through 17, Rivendale Subdivision, as surveyed, platted, and recorded in Gretna, Sarpy County, Nebraska

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person 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 judgment or court order shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

A. All lots shall be used for only single-family purposes and for accessory structures incidental to residential use, for park, recreational, church, or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C. No outbuildings, including but not limited to sheds, barns, shacks, or separate garages, shall be erected on any lot.

D. No livestock, cattle, horses, pigs, chickens, ducks, geese, or any other form of farm animal shall be kept, raised or harbored on the premises.

E. No fence of any type shall be constructed between the front of any house and the street.

F. No fenced dog runs shall be allowed. Kennels for dogs shall be limited in size such that space for one (1) dog only is provided.

G. No recreational vehicle, boat, boat trailer, snowmobile, camper (either portable or self-contained), motor home, or any unlicensed vehicle shall be parked on any lot for more than 24 hours. Vehicles of this type shall be stored outside the boundary of the Rivendale subdivision property.

H. No outside antenna of any type for television or radio reception of transmission shall be permitted.

I. Portland concrete public sidewalks, four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner

95-07605

PARINEE

DRIVE

WEST PLAINS ADDITION

MICHAEL DR.

HIGHLAND DRIVE

# RIVENDALE SUBDIVISION

FINAL PLAT

**BUILDING SETBACKS:**  
Front: 10' or 5% of lot width, whichever is greater.  
Side: 5' or 5% of lot width, whichever is greater.  
Rear: 5' or 5% of lot width, whichever is greater.

The foregoing plat was approved by the City Planning Commission on this 11th day of August, 1955.

The foregoing plat and description was approved and recorded by the City of Des Moines on this 11th day of August, 1955.

The foregoing plat was approved by the Board of Public Works on this 11th day of August, 1955.

I hereby certify that I am a duly qualified surveyor and that I am duly sworn in the State of Iowa.

1. The purpose of this plat is to show the location and boundaries of the lots in the subdivision. The lots are shown in the plat and are numbered 1 through 10. The plat also shows the location of the streets and the boundaries of the subdivision. The plat is subject to the provisions of the City of Des Moines Ordinance No. 1111, which provides for the recording of plats of subdivision.

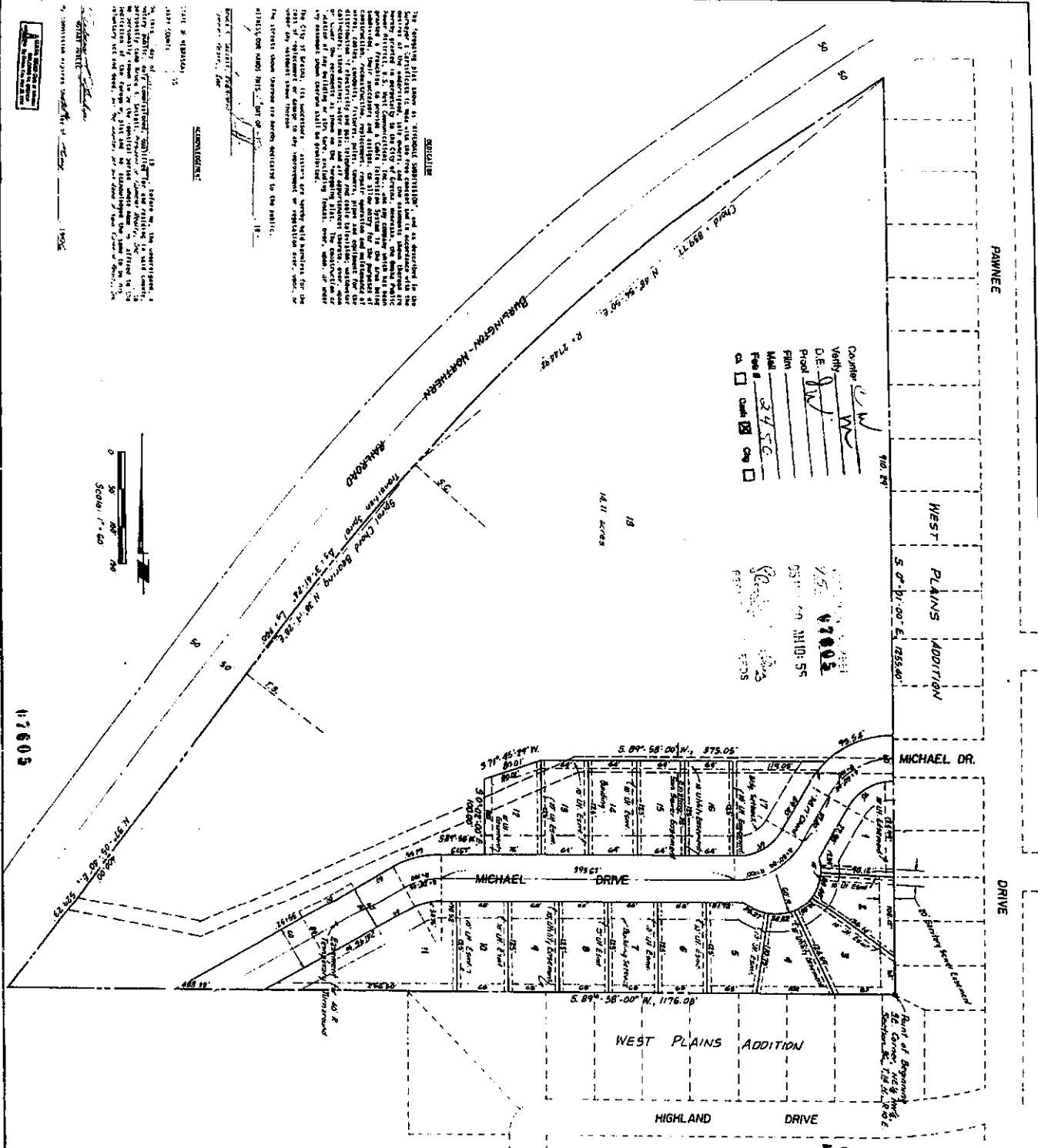
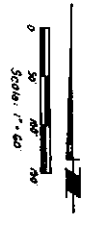


Surveyor

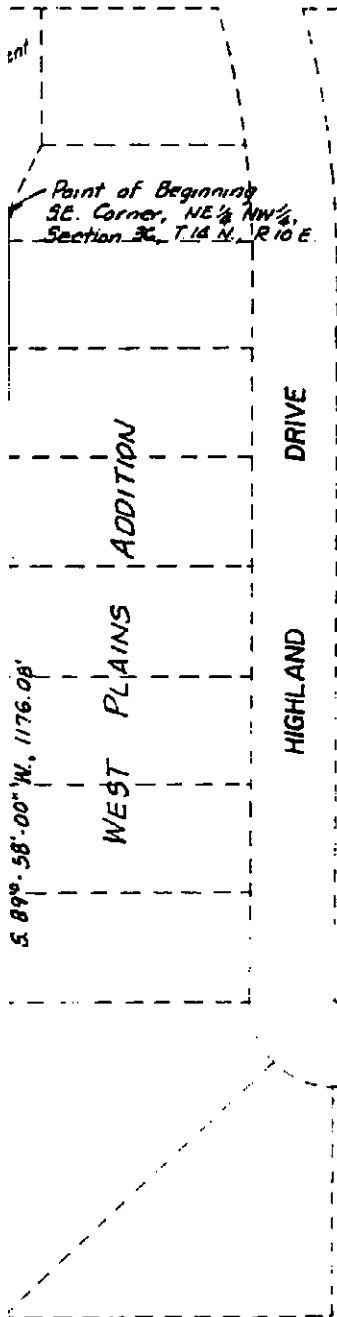
17605

County W  
City W  
D.E. W  
Filed W  
Map W  
Plan W  
Book W  
Page W  
Date W

1955 AUG 11 10:55 AM  
17605



The purpose of this plat is to show the location and boundaries of the lots in the subdivision. The lots are shown in the plat and are numbered 1 through 10. The plat also shows the location of the streets and the boundaries of the subdivision. The plat is subject to the provisions of the City of Des Moines Ordinance No. 1111, which provides for the recording of plats of subdivision.



# FINAL PLAT

# RIVENDALE

# SUBDIVISION

**BUILDING SETBACKS:**  
 Front Yard to be 25'  
 Rear Yard to be 25'  
 Side Yard to be 10% of Lot Width.

APPROVAL

The foregoing plat was approved by the Gretna Planning Commission on this 22<sup>nd</sup> day of February, 1926.

ATTEST: [Signature]  
 CHAIRPERSON

ACCEPTANCE

The foregoing plat and dedication was approved and accepted by the City Council of the City of Gretna, Nebraska by ordinance No. 11496 passed the 14<sup>th</sup> day of November, 1926.

ATTEST: [Signature]  
 CITY CLERK

APPROVAL BY COUNTY SURVEYOR

The foregoing plat was approved by the Sarpy County Surveyor on this 30<sup>th</sup> day of May, 1926.

ATTEST: [Signature]  
 SARPY COUNTY SURVEYOR



CERTIFICATE

I hereby certify that there are no regular or special taxes or delinquent against the property described in the plat on the date indicated below.

ATTEST: [Signature]  
 SARPY COUNTY TREASURER



TREASURER'S CERTIFICATION IS ONLY VALID UNTIL DECEMBER 30th OF THIS YEAR

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked out the foregoing plat of "RIVENDALE SUBDIVISION", a subdivision in the NE 1/4 of the NW 1/4 of Section 36, T.14 N., R.10 E. of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and extending thence S. 89°-58'-00"W., on the south line of said NW 1/4, 1176.08 feet to the southeasterly right-of-way of the Burlington-Northern Railroad; thence N. 37°-05'-40"E. on said right-of-way, 529.23 feet to a point of spiral curvature; thence on said spiral curve, whose central angle is 3°-41'-36" and whose long chord bears N. 38°-19'-29"E., for a distance of 360.00 feet, to a point of change from a spiral curve to a circular curve to the right having a central angle of 17°-35'-52", a radius of 2744.92 feet and whose chord bears N. 48°-56'-50"E.; thence on the arc of said circular curve, 843.07 feet to a point on the east line of said NE 1/4; thence S. 0°-01'-00"E. on said east line, 1255.40 feet to the point of beginning, containing 19.10 acres.

Permanent monuments will be placed at all lot corners, street intersections, points of curvature, centerline points of tangency, and at all other points required by the City of Gretna.

All curvilinear dimensions are chord measurements unless shown otherwise, and are in feet or decimals of a foot.

40' R Turnaround

DRIVE

WEST PLAINS ADDITION

01° 00' E, 1255.40'

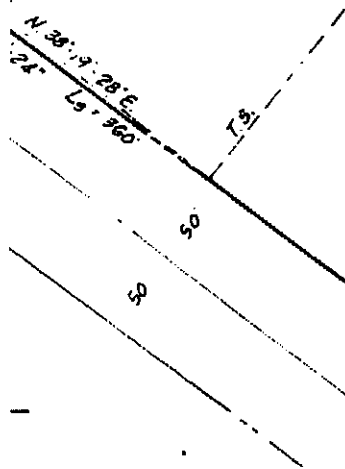
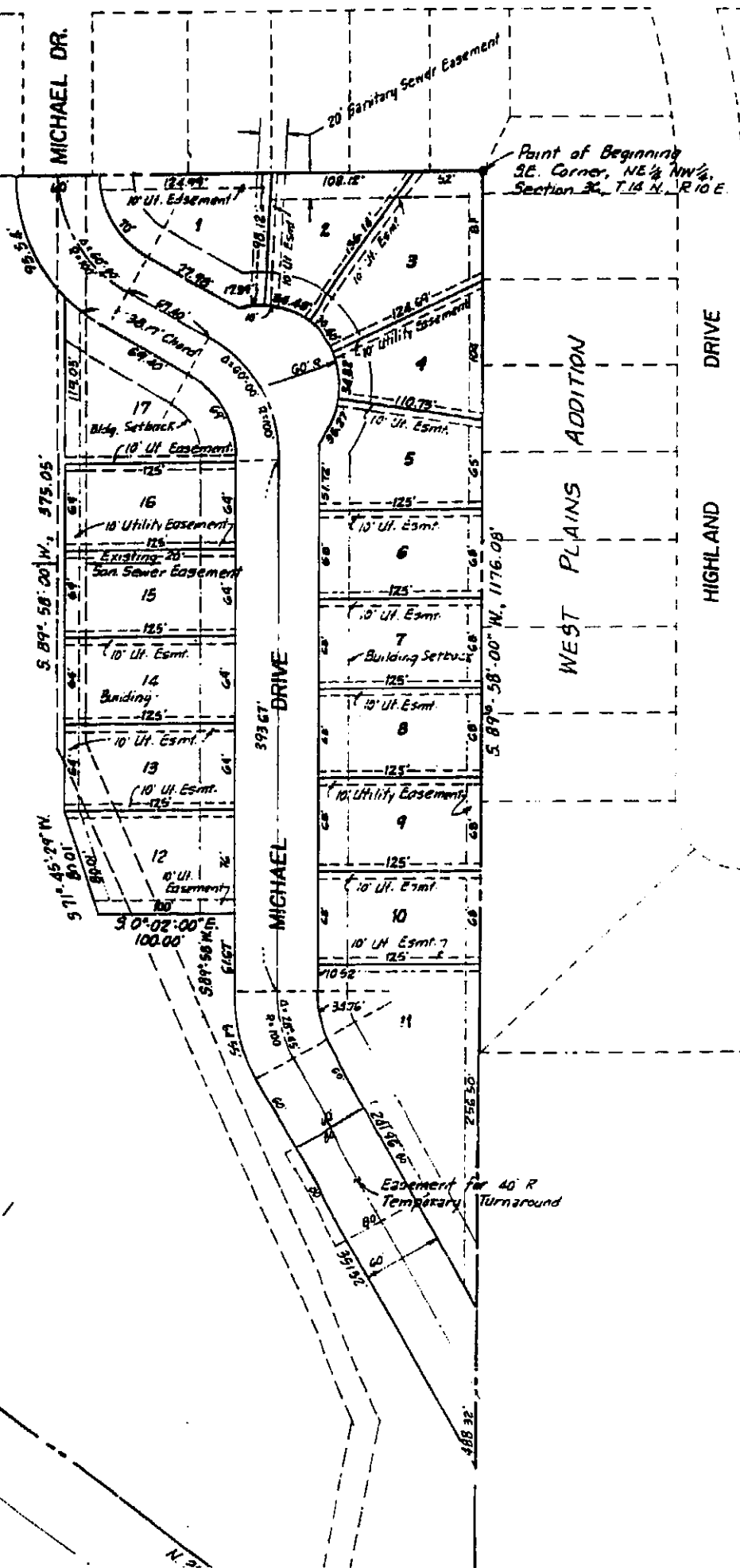
MICHAEL DR.

Point of Beginning  
SE Corner, NE 1/4 NW 1/4,  
Section 36, T.14 N., R.10 E.

67003

AM 10:55

EPDS



WEST PLAINS ADDITION

S. 0°-01'-00" E. 1255.40'

MICHAEL DR.

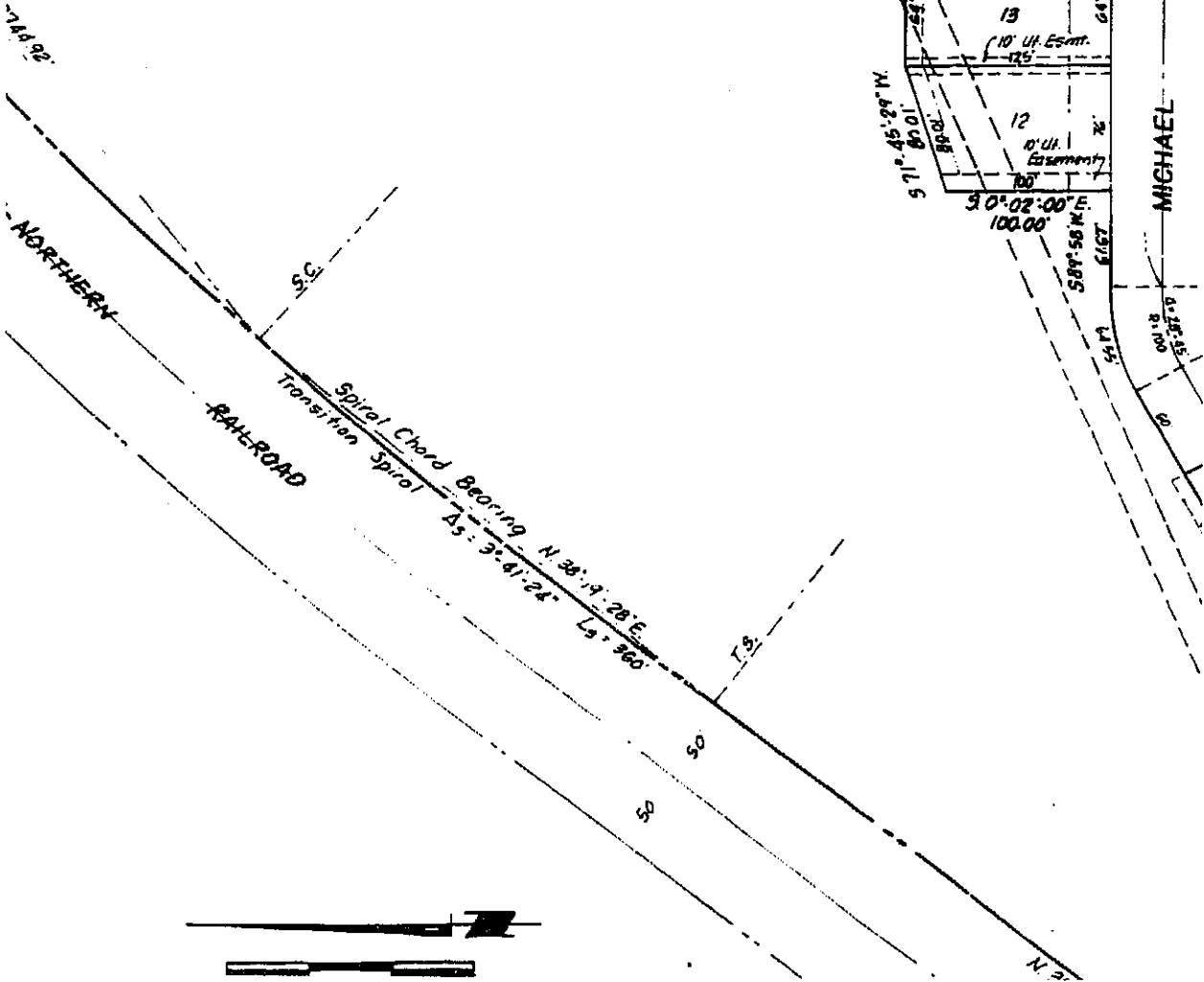
Counter CW  
 Verify M  
 D.E. JW  
 Proof \_\_\_\_\_  
 Film \_\_\_\_\_  
 Mail \_\_\_\_\_  
 Fee \$ 24.50  
 Ck  Cash  Chg

95 11 00 AM 10:55

RECORDS DEPT

18

14.11 acres



PAWNEE

WEST PLAINS

S. 0°-01'-00" E

910.29'

Counter CW  
 Verify M  
 D.E. JW  
 Proof JW  
 Film \_\_\_\_\_  
 Mail \_\_\_\_\_  
 Fee # 24.50  
 Ck  Cash  Chg

RECEIVED  
 4.5. 67  
 95' x 90' A  
 [Signature]  
 REPT

Chord = 889.77  
 N. 48°-56'-50" E  
 R = 2744.92'

19

14.11 acres

BURLINGTON-NORTHERN

RAILROAD

Spiral Chord Bearing N. 38°-19'-28"  
 Transition Spiral  
 15: 36-61-24" Ls = 36

DEDICATION

known as "RIVENDALE SUBDIVISION", and as described in the plat made with the free consent and in accordance with the signed, sole owners, and the easements shown thereon are hereby to the City of Gretna, Nebraska, the Omaha Public West Communications, Inc., and any company which has been authorized to provide a Cable Television System in the area being dedicated and assigns, to allow entry for the purposes of construction, replacement, repair operation and maintenance of electric, fixtures, poles, towers, pipes and equipment for electric, gas, telephone and cable television; wastewater lines; water mains and all appurtenances thereto, over, upon, or under the same as shown on the foregoing plat. The construction or operation of any structure, excluding fences, over, upon, or under the same shall be prohibited.

The successors and assigns are hereby held harmless for the damage to any improvement or vegetation over, upon, or under the same.

The same are hereby dedicated to the public.

THIS DAY OF \_\_\_\_\_, 19\_\_

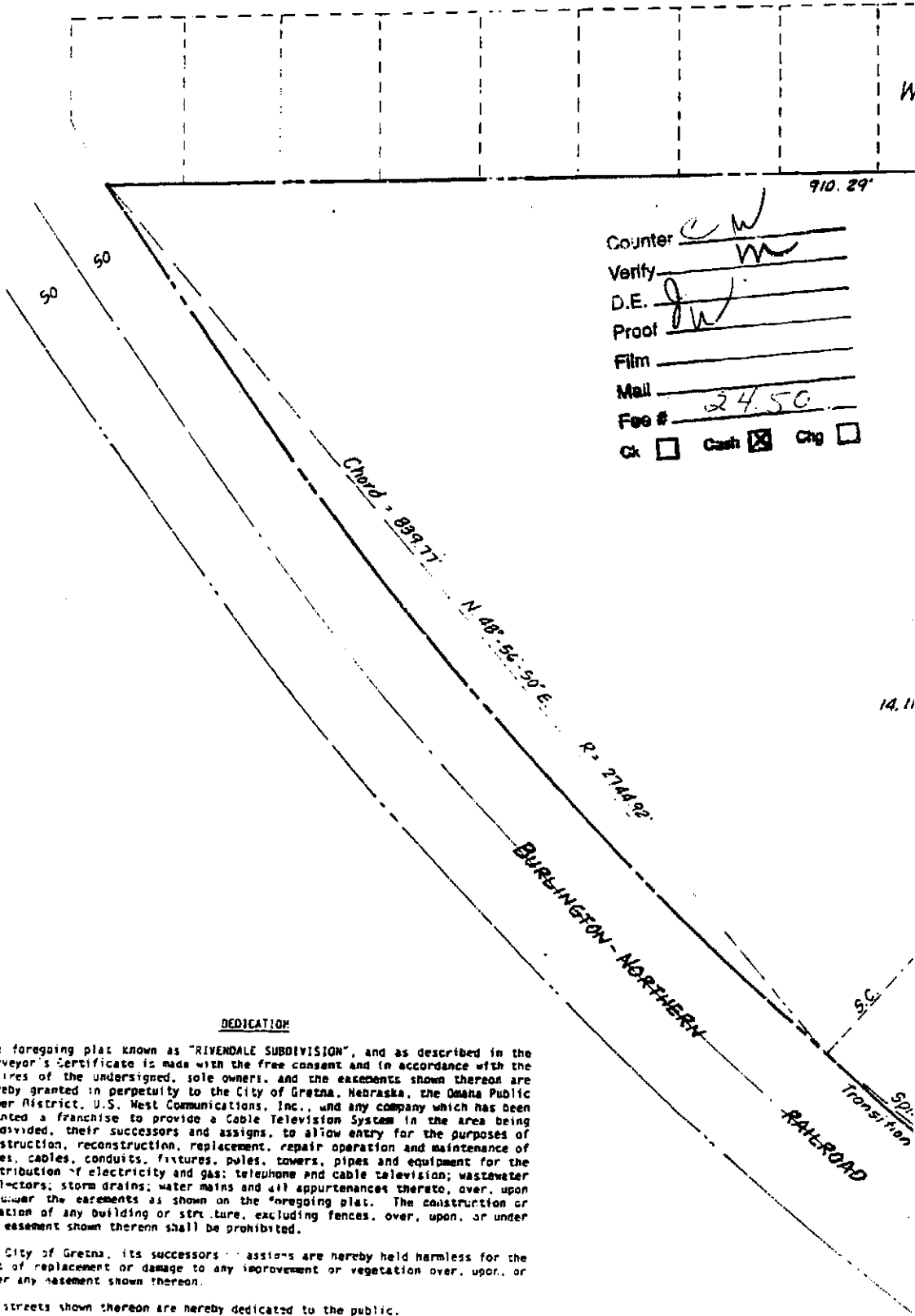
[Signature]

ACKNOWLEDGEMENT

On this 19\_\_ day of \_\_\_\_\_, 19\_\_, before me, the undersigned, a commissioned, qualified for and residing in said county, K. Sackett, President of Cameron Realty, Inc., do hereby acknowledge the identical person whose name is affixed to the foregoing plat and he acknowledged the same to be his



PAWNEE



Counter CW  
 Verify M  
 D.E. JW  
 Proof JW  
 Film \_\_\_\_\_  
 Mail \_\_\_\_\_  
 Fee # 24.50  
 Ck  Cash  Chg

DEDICATION

The foregoing plat known as "RIVENDALE SUBDIVISION", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned, sole owners, and the easements shown thereon are hereby granted in perpetuity to the City of Gretna, Nebraska, the Omaha Public Power District, U.S. West Communications, Inc., and any company which has been granted a franchise to provide a Cable Television System in the area being subdivided, their successors and assigns, to allow entry for the purposes of construction, reconstruction, replacement, repair operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon or under the easements as shown on the foregoing plat. The construction or location of any building or structure, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

The City of Gretna, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon.

The streets shown thereon are hereby dedicated to the public.

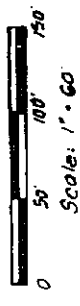
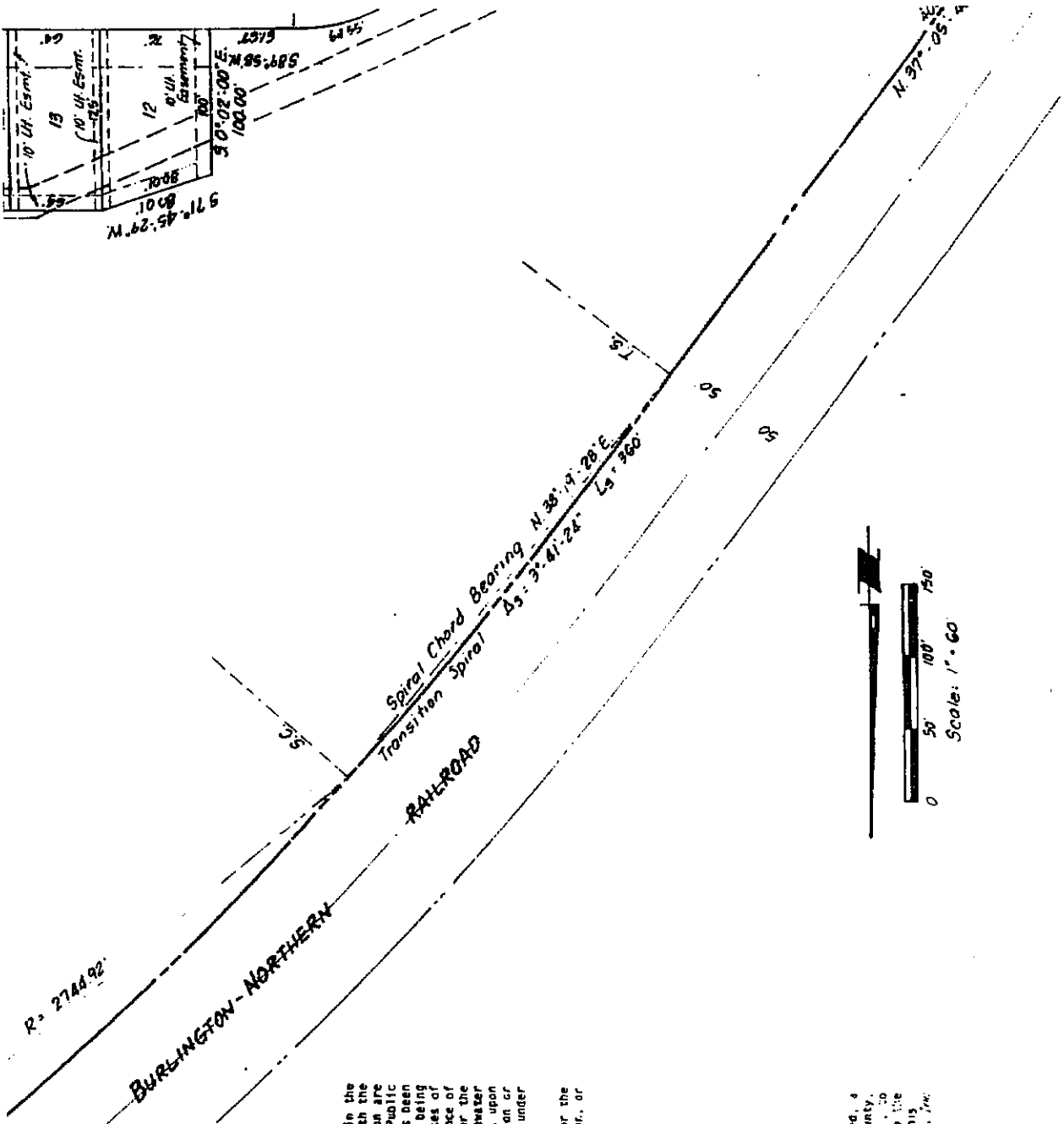
WITNESS OUR HANDS THIS 15 DAY OF SEP, 1955

Bruce K. Sackett, President  
Gretna Real Estate, Inc.

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
 SARPY COUNTY )

On this 15 day of SEP, 1955, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Bruce K. Sackett, President of Gretna Real Estate, Inc. to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his



DEDICATION

The foregoing plat known as "RIVERDALE SUBDIVISION", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned, sole owners, and the easements shown thereon are hereby granted in perpetuity to the City of Gretna, Nebraska, the Omaha Public Power District, U.S. West Communications, Inc., and any company which has been granted a franchise to provide a Cable Television System in the area being subdivided, their successors and assigns, to allow entry for the purposes of construction, reconstruction, replacement, repair operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon or under the easements as shown on the foregoing plat. The construction or location of any building or structure, including fences, over, upon, or under any easement shown thereon shall be prohibited.

The City of Gretna, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon.

The streets shown thereon are hereby dedicated to the public.

WITNESS OUR HANDS THIS 15 DAY OF APRIL, 1956.

Bruce S. Sackett, President  
Gretna Cable, Inc.

ACKNOWLEDGEMENT

STATE OF NEBRASKA  
 COUNTY OF CLAY

On this 15 day of April, 1956, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Bruce S. Sackett, President of Gretna Cable, Inc. to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed, in the number set out hereof of said Gretna Cable, Inc.

Notary Public  
 NOTARY PUBLIC

My commission expires the 15th day of May, 1956.



# Rivendale Subdivision

Plat and Dedication

Filed 5-30-95, in Book 95 at Page 07605, Instrument No. \_\_\_\_\_

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,

and/or  
City of Gretna  
 for utility, installation and maintenance  
 on, over, through, under and across  
 or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
 installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
 abutting all cul-de-sac streets.

Any additional info,

to allow entry for the purposes of construction, reconstruction, replacement  
Repair, operation and maintenance of wires, cables, conduits, fixtures  
poles, towers, pipes and equipment for electric, gas, telephone, cable, waste water  
 \*\*\*\*\*  
Collectors, storm  
Drains, water  
main

Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants
- Protective Covenants
- or

Filed 9-27-95, in Book 95 at Page 16704, Instrument No. \_\_\_\_\_

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,

and/or  
People Natural Gas, Harmon Cable  
 for utility, installation and maintenance  
 on, over, through, under and across  
 or

a 5 foot wide strip of land <sup>adjoining</sup> ~~abutting the front~~ and the side boundary lines of ~~all~~ lots;  
 an 5 foot wide strip of land ~~abutting~~ the rear boundary line of all interior lots;  
 and a 10 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
 installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
 abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

\*\*\*\*\*  
 Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
 Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Ord 97-19838 filed 9-10-97 Copy

Ord 99-29133 filed 9-16-99 Copy