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INST. NO 2005

2005 JUN -3 A 11: 48

030380

LANCASTER COUNTY, NE

BLACK
 CODE
 CANCELED
 ENTERED
 INDEXED

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

A. **HAZEL RUNGE**, a single person, is the owner of property legally described as Lot 1 and Lot 2 in the Southwest Quarter of the Southeast Quarter, the North Half of the Southeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter, all in Section 23, Township 9 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska ("Parcel I").

B. **RICHARD M. HEINKE** and **RUBY A. HEINKE**, husband and wife, are the owners of the property legally described as the West Half of the Southeast Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska ("Parcel II").

C. It is the intention of Hazel Runge, the owner of Parcel I, to subdivide Parcel I so that there will be seven (7) 20+ acre parcels (including specifically a 20+ acre parcel legally described as the East Half of the Southeast Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska), in order to establish a uniform plan for the development of said lots. For purposes of these protective covenants, (1) each 20 acres of Parcel I and (2) Parcel II shall each constitute a "Lot" whether or not subdivided into such parcels.

NOW, THEREFORE, Hazel Runge, a single person, and Richard M. Heinke and Ruby A. Heinke, husband and wife, do hereby create, adopt and establish the following restrictions against and upon (1) Parcel II and (2) each and every Lot hereinafter established in and upon Parcel I (collectively, the "Property"):

- At such time as Lots are surveyed and/or platted, and established in the Property, and the office of the County Engineer of Lancaster County, Nebraska designates official lot numbers and descriptions for said Lots, or when such Lots are otherwise legally established with official descriptions, such official numbers and descriptions shall apply for all purposes, and are substituted herein by this reference.

R. Reier
 1248 "O" Street, Suite 1000
 Lincoln, NE 68508

2. No Lot shall be used for other than rural residential purposes. No residence shall be erected, altered, placed or permitted to remain on any Lot except one single-family dwelling and accessory outbuildings. All structures shall meet the requirements of the Lancaster County Building Code, whether or not a building permit is required. No activity in the nature of any business, commercial, or industrial activity of any kind shall be conducted on any Lot except the owner of any Lot within Parcel I may continue to farm such property until construction of a single family dwelling on such Lot is completed.
3. No Building shall be located on any Lot nearer than 100 feet to any lot line. All accessory buildings must be in harmony with the structure and design of the residence. No Barn or accessory building may be constructed or placed in the front yard set-back, no accessory building may be placed between the front yard set-back and the residence. No barn or accessory building shall be erected on any Lot before the construction of a residence thereon.
4. The finished living areas of a residence, exclusive of terraces, patio, porches, carports and garages shall be no less than two thousand (2,000) square feet, exclusive of walk-out and basement areas, unless approved by the owners of seventy percent (70-%) of the Lots.
5. All residences and other main structures must be completed within twelve (12) months after the beginning of construction.
6. The construction of solar collectors must first be approved by the owners of 70% of the Lots.
7. Trailer and earth homes are not permitted.
8. All homes must have septic tanks. All septic tanks and wells must be located, constructed and operated in compliance with all health regulations which are applicable. Plans for said septic tanks and water wells shall be approved by the City-County Health Department prior to construction. No lagoons are allowed unless required by Lancaster County, Nebraska Health Department.
9. No noxious or offensive trade or activity shall be carried on upon any Lot, and nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which may endanger the health or

unreasonably disturb the quiet of the owners or occupants of the adjoining Lots.

10. No partially completed residence, nor any trailer, basement, tent, shack, barn, garage, or any other outbuilding erected in or on any Lot shall at any time be used as a residence, either temporarily or permanently. No building of any kind whatsoever shall be moved onto any building lot, except that during construction of houses a temporary building may be used for storage of tools and materials.
11. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed, or suffered to remain upon said Lots, except that this restriction shall not prevent the placing of reasonable signs advertising the Lots or residences for sale.
12. No Animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for commercial purposes. Dogs, cats, and household pets may be kept for personal or family purposes, not to exceed two (2) dogs, except that in the event of the birth of a litter, the owner shall have three (3) months to remove the same; provided, that no more than one litter per year is allowed. Riding horses, not to exceed four (4), may be kept for personal or family purposes if suitable stables are provided. All stables and accessory buildings of any character used in connection with such animals shall be located and maintained so that they will not be offensive to the occupants of adjoining Lots and shall be in compliance with Paragraph 2, above.
13. All private roads established in and upon the Property shall be maintained by the Lot owners with all expenses for such private road services being paid equally by the owners of the Lots serviced by the roads.
14. Easements for installation and maintenance of utilities and drainage facilities are reserved as may be shown on any recorded plat.
15. The foregoing restrictions, rights, and reservations shall be deemed as covenants and not as conditions, and shall run with the land, and shall bind the several owners thereof unless and until changed.
16. These protective covenants may be amended by the written consent of the owners of seventy percent (70%) of the Lots, duly executed, verified and filed of record. Any requirement or restriction contained herein may be

waived as to any Lot or Lots by written consent of the owners of seventy percent (70%) of the Lots.

17. Whenever the approval of Lot owners is required herein, such approval must be in writing and duly acknowledged in proper form for filing in the office of the Register of Deeds of Lancaster County, Nebraska.
18. In the event of violation or attempted violation of any of the foregoing restrictions, it shall be lawful for any owner of a Lot to prosecute proceedings at law or in equity against said violation to prevent such violation and to recover damages therefor.
19. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

6/2/05 Hazel F. Runge
Date Hazel Runge

6/2/05 Richard M. Heinke
Date Richard M. Heinke

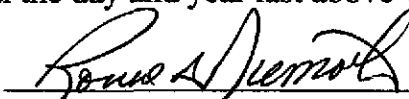
6/2/05 Ruby A. Heinke
Date Ruby A. Heinke

State of Nebraska)
) ss.
County of SEWARD)

On this 2ND day of JUNE, 2005, before me, the undersigned Notary Public in and for said County, personally appeared Hazel Runge, a single person, to me known to be the identical persons whose names are affixed 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 last above written.

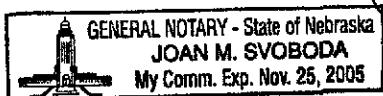


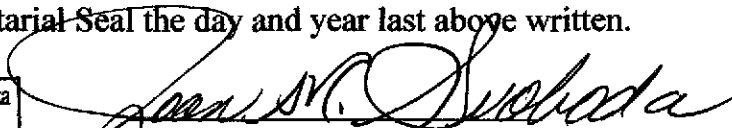

Notary Public

State of Nebraska)
) ss.
County of Lancaster)

On this 2ND day of JUNE, 2005, before me, the undersigned Notary Public in and for said County, personally appeared Richard M. Heinke and Ruby A. Heinke, husband and wife, to me known to be the identical persons whose names are affixed 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 last above written.




Notary Public