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Pages 6



5 August 2018

Addendum to Protective Covenants document:

The following listing represents ownership of individual lots within the SE ¼ of Section 23, Township 9N, Range 8E of Lancaster County, Nebraska:

- 1) Lot Numbers 5 & 6, Heinke Family Trust, Richard M. Heinke, Trustee.
- 2) Lot Numbers 7, 8, and 9, Mo and Sally Jost
- 3) Lot Number 10, Jacob and Kristi Sittner
- 4) Lot Numbers 11 & 12, Thomas and Pat Runge

*RICHARD M. HEINKE  
17300 YANKEE HILL ROAD  
BENNET, NE 68317*

## PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

Richard M. Heinke, Thomas Runge, Pat Runge, Mo Jost, Sally Jost and Jacob Sittner, and Kristi Sittner herein referred to as the "OWNERS," inclusively of the lot properties legally described as the allocated parts being SE 1/4 of Section 23, Township 9N, Range 8E, Lancaster County, Nebraska and intending to cancel the original protective covenants filed by instrument No. 2005 030380 filed on 3 June 2005 with The Lancaster County register of deeds. The "properties were and are still intended to subdivide said property into 20+/- acre parcels, in order to establish a uniform plan for the development of said lots, does hereby create, adopt, and establish the following restrictions against and upon each and every lot hereinafter established therein:

1. Lots have been surveyed and 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, whereas such lots are legally established with official descriptions, such official numbers and descriptions which shall apply for all purposes and are included herein by this reference.
2. 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.
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 seventy percent (70-%) of the lot owners.
5. All residences and other main structures must be completed within twelve (12) months after the beginning of construction.
6. Trailer and/or earth homes are not permitted.
7. All homes must have septic tanks or lagoons where soil percolation is not acceptable. 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, lagoons and water wells shall be approved by the City-County Health Department prior to construction. Lagoons as approved by Lancaster County, Nebraska Health Department shall be screened with evergreen shrubbery and located at least two hundred (200) feet from any property line.
8. 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.
9. 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.

10. 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. 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.
11. Easements for installation and maintenance of utilities and are reserved as shown on the recorded plat.
12. 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.
13. These protective covenants may be amended by the written consent of seventy percent (70%) of the lot owners, 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 seventy percent (75%) of the lot owners. Each 20 acres shall constitute a "Lot" for purposes of these covenants.
14. 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.
15. 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.
16. 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.

Dated 24 July, 2018

Richard M. Heinke  
Richard M. Heinke  
2 Lots LOTS #5 & 6

Dated 7-25-18, 2018

Thomas Runge  
Thomas Runge  
2 lots LOTS 11 & 12

Dated \_\_\_\_\_, 2018

Pat Runge  
Pat Runge

Dated 7-27, 2018

Jacob Sittner  
Jacob Sittner  
1 lot LOT #10

Dated 7-27-2018, 2018

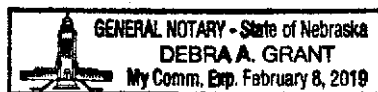
Kristi Sittner  
Kristi Sittner

State of Nebraska )  
                                  )  
Lancaster County )

On this 27<sup>th</sup> day of July, 2018, before me, the undersigned Notary Public in and for said County, personally appeared, 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.

Debra A. Grant



Dated July 30, 2018

Sally Jost  
Sally Jost

3 lots lots 7, 8, and 9

Dated July 30, 2018

Mo Jost  
Mo Jost

State of Nebraska )  
                                  )  
Lancaster County )

On this 30 day of July, 2018, before me, the undersigned Notary Public in and for said County, personally appeared, 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.

Sandy A. Wright

