

567

COVENANTS

Stewart A. Smith, Hazel I. Smith, Warren D. Whitaker, Ellen Whitaker, Clark Jenson, June Jenson, Darrell L. Jensen, Lynne I. Jensen, Anita M. Peters and John B. Peters, being the owners of Pioneer Hills Subdivision in Section 7, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, do hereby declare that all lots within the above described subdivision shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

- A. Said lots shall be used only for single family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or nonprofit recreational uses.
- B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed two stories in height, with attached garage for not less than two cars or attached car port enclosed on two sides for not more than two cars.
- C. No residential structure shall be erected on any building lot which is smaller in area than the original platted numbered lot on which it is erected.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 1238  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 31<sup>st</sup> DAY OF July A.D. 1973  
AT 3:37 O'CLOCK P.M. AND RECORDED IN BOOK  
71 AT PAGE 567-572  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Elizabeth Mef

567

FILED  
1973 JUL 31 PM 3:37  
WASHINGTON COUNTY NEBRASKA

- D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding 6 square feet in area) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the land. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.
- E. No trailer, tent, shack, junk cars or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling.
- F. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garage shall be not less than the following minimum sizes:
1. 1,200 square feet for one story dwellings.
  2. 1,200 square feet for split-level dwellings.
  3. 1,000 square feet for one and a half or two story dwelling on the ground floor.

G. Grading of lots in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

H. Number of animals allowed will be on a unit basis per acre:

	<u>Units Assigned Per Animal</u>	<u>Five Acre Lot</u>	<u>Ten Acre Lot</u>
Horses	2.5	2	4
Sheep	.7	7	14
Lambs (Less than 1 yr.)	.5	10	20
Cattle	2.5	2	4
Calves (less than 1 yr.)	1.25	4	8
Swine	0	0	0

The total combined units of various classes of livestock shall not exceed 1 unit per acre.

5 Acres

Example I  
 2 horses = 5 units  
 1 horse + 2 calves = 5 units  
 1 steer + 5 lambs = 5 units

10 Acres

Example II  
 4 horses = 10 units  
 2 horses + 1 steer + 2 calves = 10 units  
 1 horse + 1 steer + 5 sheep + 3 lambs = 10 units

Household pets are allowed but no kennels are permitted of a commercial nature.

- I. One out building per platted Lot will be permitted for storage and/or shelter of livestock. The smallest out building permitted will not be less than 400 square feet in area. The largest out building permitted on any platted lot will be the basic 400 square foot building with 100 square feet additional for each acre of ground in the platted lot.

Examples: 4 acre tract - 400 square foot base + 400 square feet at 100 square feet per acre = 800 square feet maximum.

10 acre tract - 400 square foot base + 1000 square feet at 100 square feet per acre = 1400 square feet maximum.

- J. Dwellings constructed in another location shall not be moved to any lot within Pioneer Hills.
- K. Prior to commencement of construction of any structures, the plans therefore (including elevations) must be submitted to and approved by the developers.
- L. These covenants, restrictions and conditions shall run with the land and continue until January 1, 1983, after which time they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

- M. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.
- N. If any provisions hereof shall be adjudged unlawful or unenforcible, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Signed this 1st day of April A.D., 1973.

Stewart A. Smith  
STEWART A. SMITH

Hazel D. Smith  
HAZEL D. SMITH

Warren D. Whitaker  
WARREN D. WHITAKER

Ellen Whitaker  
ELLEN WHITAKER

Clark Jensen  
CLARK JENSON

June Jensen  
JUNE JENSON

Darrel L. Jensen  
DARREL L. JENSEN

Lynne I. Jensen  
LYNNE I. JENSEN

John B. Peters  
JOHN B. PETERS

Anita M. Peters  
ANITA M. PETERS

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STATE OF NEBRASKA )  
WASHINGTON COUNTY ) :ss:

On the 1st day of April A.D., 1973, before me a General Notary Public, personally appeared Stewart A. Smith, Hazel I. Smith, Warren D. Whitaker, Ellen Whitaker, Clark Jenson, June Jenson, Darrell L. Jensen, Lynne I. Jensen, John B. Peters, and Anita M. Peters, who are personally known to me to be the identical persons whose names are affixed on the foregoing instrument, and they acknowledge the signing of said instrument to be their voluntary act and deed.

Witness my hand and official seal at Blair, Washington County, Nebraska the date last aforesaid.



J. A. Hayden  
Notary Public

My commission expires the 19<sup>th</sup> day of May A.D., 1975.

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PIONEER HILLS ASSOCIATION COVENANT CHANGES  
Approved at a special meeting, April 10, 1983

1984 FEB 17 PM 2:37

- A. No change      B. No change      C. No change      D. No change
- E. Add: Recreation vehicles may be parked on a lot only when the owner resides on said lot.
- F. No change      G. No change.
- H. Delete the entire section and substitute the following:  
Animals may be kept on a lot only when the owner resides on said lot. All animals must be adequately fenced to contain them and protect neighboring property.

The number of animals allowed will be on a unit basis per acre:

	Unit/Animal	4 Acre Lot	5 Acre Lot	10 Acre Lot
Horses	2.0	2	2	2
Sheep	.7	7	7	14
Lambs, less than 1 yr.	.5	8	10	20
Cattle	2.0	2	2	5
Calves, less than 1 yr.	1.25	3	4	8
Goats	2.5	1	2	4
Kids, less than 1 yr.	1.5	2	3	7

The total combined units of various classes of livestock shall not exceed one unit per acre.

Example I  
4 Acres      2 horses = 4 units  
                 1 horse + 1 steer = 4 units

Example II  
5 Acres      2 horses + 2 lambs = 5 units  
                 1 steer + 1 goat + 1 lamb = 5 units

Example III  
10 Acres      3 horses + 2 steers = 10 units  
                 1 horse + 2 steers + 3 sheep + 4 lambs = 10.1 units

Swine are not allowed. Household pets are allowed, but no kennels of a commercial nature are permitted.

- I. Delete the entire section and substitute the following:  
One out building per platted lot will be permitted for storage and/or shelter of livestock. The smallest out building permitted will be not less than 400 square feet in area. The largest out building permitted on any platted lot will be a basic 600 square foot building with 100 square feet additional for each acre of ground in the platted lot.

Examples: 4 Acre Lot --- 600 square foot base + 400 square feet (@ 100 sq. ft. per acre) = 1,000 square feet maximum.  
                 10 Acre Lot --- 600 square foot base + 1,000 square feet (@ 100 sq. ft. per acre) = 1,600 square feet maximum.

One additional utility building for tractor, garden tools, etc., shall be allowed, not to exceed 120 square feet in size. This building cannot be used to shelter livestock or poultry.

- J. Add: except a new factory built home approved by a majority of property owners present at a meeting called for such purpose.

Recorded ✓  
 General ✓  
 Numerical ✓  
 Photostat \_\_\_\_\_

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 352  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 17th DAY OF February A.D. 1984  
 AT 3:11 O'CLOCK P.M. AND RECORDED IN BOOK  
 144 AT PAGE 139  
 COUNTY CLERK Charles A. Peterson  
 DEPUTY Charles A. Peterson

K. Delete entire section and substitute as follows:  
Prior to commencement of construction of any structure, the plans therefore (including elevations) must be submitted to and approved by the Association Officers (President, Vice President and Secretary).

If any deviations from covenants are proposed by a property owner, such plans shall be presented to property owners for approval at a meeting with at least nine property owners represented. Approval shall be by a majority vote, and proxy votes will be allowed if in writing and presented to an officer.

L. Change 1983 to 1988.

M. No change.

N. No change.

Signed this 29th day of January, 1984.

Lot 1 S. D. Kuyf & Linda Kuyf

Lot 2 \_\_\_\_\_

Lot 3 \_\_\_\_\_

Lot 4 \_\_\_\_\_

Lot 5 Jeff M. Hays & Carolyn Kasperin

Lot 6 Joseph E. Johnson

Lot 7 David Hill

Lot 8 John Ford

Lot 9 Ann Churchill

Lot 10 Leon Blumer & Liza J. Blumer

Lot 11 \_\_\_\_\_

Lot 12 Paula Engen & Doug Engen

Lot 13 J. D. Harding

Lot 14 Mari Deit

Lot 15 \_\_\_\_\_

Lot 16 Robert Carey

Lot 17 Jo Boyle & Larry R. Boyle

Lot 18 Jo Boyle & Larry R. Boyle

State of Nebraska  
County of Washington

The foregoing instrument was acknowledged before me on January 29, 1984  
by the property owners in Pioneer Hills

Anita M. Peters  
Notary



ANITA M. PETERS  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires



Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerica \_\_\_\_\_  
Photostat \_\_\_\_\_

FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 361  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 7th DAY OF February A.D. 1990  
AT 7:30 O'CLOCK P.M. AND RECORDED IN BOOK  
183 AT PAGE 139-140  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Dorely Wasson

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90 FEB -7 AM 8:09

PIONEER HILL COVENANTS

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

The owners of Pioneer Hills Subdivision in Section 7, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, do hereby declare that all lots within the above described subdivision shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

I. Land Use Regulations

- A. Said lots shall be used for single family residential purposes only except such lots or portions thereof, as may hereafter be conveyed or dedicated by the association for public, church, educational or nonprofit recreational uses.
- B. No structure shall be erected, altered, placed or permitted on any lot other than one, single family dwelling, with attached garage for not less than two cars.
- C. No residential structure shall be erected on any building lot which is smaller in area than the original platted numbered lot on which it is erected.
- D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding 6 square feet in area) shall be erected on any building plot. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the owner of each plot and in no event will the association or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.
- E. No trailer, tent, shack, junk cars or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling.

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1. Recreation vehicles may be parked on a lot only when the owner resides on said lot.

F. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breeze ways, basements and garage shall be not less than the following minimum sizes:

- 1. 1,500 square feet on main level for one story dwellings.
- 2. 1,200 square feet on main level for split level or multi level dwellings.
- 3. 1,200 square feet on the main level for one and a half or two story dwellings.
- 4. In all cases finished square feet shall not be less 1,500 above ground

G. Grading of lots in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

H. Animals may be kept on a lot only when the owner resides on said lot. All animals must be adequately fenced to contain them and protect neighboring property

The number of animals allowed will be on a unit basis per acre:

	Unit/Animal	4 Acre Lot	5 Acre Lot	10 Acre Lot
Horses	2.0	2	2	5
Sheep	.7	7	7	14
Lambs, (less than one year)	.5	8	10	20
Cattle	2.0	2	2	5
Calves, (less than one year)	1.25	3	4	8
Goats	2.5	1	2	4
Kids, (less than one year)	1.5	2	3	7

The total combined units of various class of livestock shall not exceed one unit per acre.

Example I 4 Acres	2 horses - 4 units 1 horse + 1 steer = 4 units
Example II 5 Acres	2 horses + 2 lambs = 5 units 1 steer + 1 goat + 1 lamb = 5 units
Example III 10 Acres	3 horses + 2 steers = 10 units 1 horse + 2 steers + 3 sheep + 4 lambs = 10.1 units

1. Swine are not allowed.
  2. Household pets are allowed, but no kennels of a commercial nature are permitted.
- I. One out building per platted Lot will be permitted for storage and/or shelter of livestock. The smallest out building permitted will not be less than 600 square feet in area. The largest out building permitted on any platted lot will be the basic 600 square foot building with 200 square feet additional for each acre of ground in the platted lot.
- Examples: 4 acre tract - 600 square foot base + 800 square feet at 200 square feet per acre = 1400 square feet maximum.
- 10 acre tract - 600 square foot base + 2000 square feet at 200 square feet per acre = 2600 square feet maximum.
- J. Dwellings constructed in another location shall not be moved to any lot within Pioneer Hills.
- K. Prior to commencement of construction of any structure, the plans therefore (including elevations) must be submitted to and approved by the Association Officers

II. Water Use Regulations

- A. Each lot owner also owns a 1/18 interest in the water system and has the obligation to pay for the maintenance and repair of said system when they are physically connected to the water system. Therefor, these regulations are binding on all owners who are physically connected to the water system.
1. The President of the Pioneer Hills home owners association shall call an annual meeting each January. At the annual meeting, the lot owners shall review expenses associated with the water system and adjust the water use fees accordingly. They will also elect association officers and appoint a water agent to handle the business of the water system for the association. The water agent shall collect expenses from the water users and pay bills associated with the water system as outlined herein.
  2. A \$250.00 assessment shall be paid by a lot owner upon initial connection to the water system. The tape shall not exceed 1" in diameter and a shut off is required at the main.
  3. When a lot owner connects to the water system they shall install an approved, new, residential water meter. Lot owners using water from an outside hydrant shall have an approved water meter installed on hydrant when in use.
  4. Unmetered hydrants shall be padlocked and the keys maintained by the water agent and association president.
  5. Lot owners that are connected to and using the water system but do not have approved water meters installed shall pay a monthly bill equal to the highest bill paid by any one lot owner. This shall also apply in the case of a malfunctioning meter until such time as the meter has been replaced and approved by the water agent.

6. If, in the judgement of the agent, a water meter appears to be reading incorrectly, the agent shall have the authority to order a check and repair or replacement of said meter and assess a reasonable charge for unmetered water per paragraph 5.
7. All water meters will be read once a month and the reading reported to the water agent. The water agent shall physically read all meters at least one time per year. The water agent shall have the right to read meters more often if he/she deems it necessary.
8. The water agent or president shall be present for the installation or removal of meters and he or she shall record the meter reading and serial number.
9. The water agent shall bill each water user monthly. The bill will include the assessment per gallon times the gallons used, plus the lot owners percentage of the electric bill required to pump the water.
10. Fire hydrants connected to the water system shall be used only to put out fires. No structures, walls or any other obstruction shall be erected that might prevent or obstruct fire fighters from obtaining water from the fire hydrant.
11. The agent shall maintain casualty insurance on the well system and pay for the insurance from the well fund.
12. Costs for maintenance of and repairs to the water system will be borne by the lot owners connected to the system. All repairs shall be paid from the well fund. In the event that the well fund is inadequate to pay for repairs, costs shall be divided evenly among lot owners connected to the system.
13. Any work that will affect the water system must have prior approval from the water agent or president, ie. routine well maintenance, connection to or modification of a tap to the system, etc...

14. All connections made to the system must be made by Jensen Well Company or a licensed plumber approved by the water agent or president.
15. Sprinkler system plans must have prior approval of the water agent or president and shall be installed through an approved anti syphon valve. Sprinkler systems shall be designed to use no more than 12 gallons per minute at the working pressure available on the lot where they are installed.
16. The Pioneer Hills water system is a lead free system. All additions or attachments to the system must be made in such a way as to insure that the system remains lead free.
17. The water agent and officers of Pioneer Hills shall have the right to disconnect a user from the water system for non-compliance with these rules. The cost of disconnection and reconnection to the system shall be born by the non-complying lot owner.

If any deviations from these covenants are proposed by a property owner, such plans shall be presented to property owners for approval at the annual meeting or a meeting with the owners of at least nine other lots represented. Approval shall be by a majority vote, proxy votes will be allowed if in writing and presented to an officer prior to the meeting.

These covenants, water use regulations, restrictions and conditions shall run with the land and continue until January 1, 1995, after which time they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

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If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or changed the other provisions hereof, which shall remain in full force and effect.

Approved this 1st day of January 1990

LOT 1 GARY J. HAUSMANN 1-5-90  
(name) (date)  
Gary Hausmann  
(signature)

LOT 2 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 3 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 4 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 5 DAVID M. HALPERIN 1-14-90  
(name) (date)  
David M. Halperin  
(signature)

LOT 6 Eugene C. Johnson 1-3-90  
(name) (date)  
Eugene C. Johnson  
(signature)

LOT 7 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 8 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 9 DARYL INGALSBEE 12/9/89  
(name) (date)  
Daryl Ingalsbee  
(signature)

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LOT 10 DARYK INGALSBY 12/9/89  
(name) (date)  
Daryl Ingalsby  
(signature)

LOT 11 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 12 Douglas Engen 12/16/89  
(name) (date)  
Douglas Engen  
(signature)

LOT 13 Shari Benoit 1-14-90  
(name) (date)  
SHARI BENOIT  
(signature)

LOT 14 Shari Benoit 1-14-90  
(name) (date)  
SHARI BENOIT  
(signature)

LOT 15 J. JAY BALDWIN 1/13/90  
(name) (date)  
J. Baldwin  
(signature)

LOT 16 Ronald J. Fude 1/3/90  
(name) (date)  
Ronald J. Fude  
(signature)

LOT 17 GARY SICHMELLER 12/15/89  
(name) (date)  
Gary Sichelmler  
(signature)

LOT 18 Larry R. Doyle 1-14-90  
(name) (date)  
Larry R. Doyle  
(signature)

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- F. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breeze ways, basements and garage shall be not less than the following minimum sizes:
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	Unit/Animal	4 Acre Lot	5 Acre Lot	10 Acre Lot
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Cattle	2.0	2	2	5
Calves, (less than one year)	1.25	3	4	8
Goats	2.5	1	2	4
Kids, (less than one year)	1.5	2	3	7

\* 2 7 \*

The total combined units of various class of livestock shall not exceed one unit per acre.

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10 acre tract - 600 square foot base + 2000 square feet at 200 square feet per acre = 2600 square feet maximum.
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- J. Dwellings constructed in another location shall not be moved to any lot within Pioneer Hills.
  - K. Prior to commencement of construction of any structure, the plans therefore (including elevations) must be submitted to and approved by the Association Officers

II. Water Use Regulations

4304

- A. Each lot owner also owns a 1/18 interest in the water system and has the obligation to pay for the maintenance and repair of said system when they are physically connected to the water system. Therefore, these regulations are binding on all owners who are physically connected to the water system.
1. The President of the Pioneer Hills home owners association shall call an annual meeting each January. At the annual meeting, the lot owners shall review expenses associated with the water system and adjust the water use fees accordingly. They will also elect association officers and appoint a water agent to handle the business of the water system for the association. The water agent shall collect expenses from the water users and pay bills associated with the water system as outlined herein.
  2. A \$250.00 assessment shall be paid by a lot owner upon initial connection to the water system. The tape shall not exceed 1" in diameter and a shut off is required at the main.
  3. When a lot owner connects to the water system they shall install an approved, new, residential water meter. Lot owners using water from an outside hydrant shall have an approved water meter installed on hydrant when in use.
  4. Unmetered hydrants shall be padlocked and the keys maintained by the water agent and association president.
  5. Lot owners that are connected to and using the water system but do not have approved water meters installed shall pay a monthly bill equal to the highest bill paid by any one lot owner. This shall also apply in the case of a malfunctioning meter until such time as the meter has been replaced and approved by the water agent.

4304

6. If, in the judgement of the agent, a water meter appears to be reading incorrectly, the agent shall have the authority to order a check and repair or replacement of said meter and assess a reasonable charge for unmetered water per paragraph 5.
7. All water meters will be read once a month and the reading reported to the water agent. The water agent shall physically read all meters at least one time per year. The water agent shall have the right to read meters more often if he/she deems it necessary.
8. The water agent or president shall be present for the installation or removal of meters and he or she shall record the meter reading and serial number.
9. The water agent shall bill each water user monthly. The bill will include the assessment per gallon times the gallons used, plus the lot owners percentage of the electric bill required to pump the water.
10. Fire hydrants connected to the water system shall be used only to put out fires. No structures, walls or any other obstruction shall be erected that might prevent or obstruct fire fighters from obtaining water from the fire hydrant.
11. The agent shall maintain casualty insurance on the well system and pay for the insurance from the well fund.
12. Costs for maintenance of and repairs to the water system will be borne by the lot owners connected to the system. All repairs shall be paid from the well fund. In the event that the well fund is inadequate to pay for repairs, costs shall be divided evenly among lot owners connected to the system.
13. Any work that will affect the water system must have prior approval from the water agent or president, ie. routine well maintenance, connection to or modification of a tap to the system, etc...

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14. All connections made to the system must be made by Jensen Well Company or a licensed plumber approved by the water agent or president.
15. Sprinkler system plans must have prior approval of the water agent or president and shall be installed through an approved anti syphon valve. Sprinkler systems shall be designed to use no more than 12 gallons per minute at the working pressure available on the lot where they are installed.
16. The Pioneer Hills water system is a lead free system. All additions or attachments to the system must be made in such a way as to insure that the system remains lead free.
17. The water agent and officers of Pioneer Hills shall have the right to disconnect a user from the water system for non-compliance with these rules. The cost of disconnection and reconnection to the system shall be born by the non-complying lot owner.

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These covenants, water use regulations, restrictions and conditions shall run with the land and continue until January 1, 1995, after which time they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recoded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

4904

LOT 10 DARYL INGALSBY LINDA INGALSBY 8-4-90  
(name) (date)  
Daryl Ingalsby Linda Ingalsby  
(signature)

LOT 11 \_\_\_\_\_ (name) \_\_\_\_\_ (date)  
\_\_\_\_\_  
(signature)

LOT 12 Douglas Engen 8/4/90 Paula Engen  
(name) (date)  
Douglas Engen Paula Engen  
(signature)

LOT 13 SHARI BENOIT STEVE BENOIT  
(name) (date)  
Shari Benoit Steve Benoit  
(signature)

LOT 14 SHARI BENOIT STEVE BENOIT  
(name) (date)  
Shari Benoit Steve Benoit  
(signature)

LOT 15 J. JAY BALDWIN & KAREN BALDWIN 8/13/90  
(name) (date)  
J. Jay Baldwin Karen Baldwin  
(signature)

LOT 16 Ronald J. Fude & Elizabeth A. Fude 8/4/90  
(name) (date)  
Ronald J. Fude Elizabeth A. Fude  
(signature)

LOT 17 GARY SICHMELLER & DANA SICHMELLER  
(name) (date)  
Gary Sichmeller Dana Sichmeller 8/4/90  
(signature)

LOT 18 <sup>DFS</sup>  
None  
(name) \_\_\_\_\_ (date)  
\_\_\_\_\_  
(signature)

434

If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or changed the other provisions hereof, which shall remain in full force and effect.

LOT 1 Gary HAUSMANN 8-5-90 Renee Hausmann  
(name) (date)  
Gary Hausmann Renee Hausmann  
(signature) (signature)

LOT 2 Gary HAUSMANN 8-5-90 Renee Hausmann  
(name) (date)  
Gary Hausmann Renee Hausmann  
(signature) (signature)  
Susan Papineau

LOT 3 GEORGE PAPINEAU 8/16/90  
(name) (date)  
George Papineau  
(signature)  
Susan Papineau

LOT 4 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 5 David M. Halperin 8/23/90 Carolyn Halperin  
(name) (date)  
David M. Halperin Carolyn Halperin  
(signature) (signature)

LOT 6 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 7 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

LOT 8 Timothy S. O'Dell, Kimberlee S. O'Dell 8-4-90  
(name) (date)  
Timothy S. O'Dell Kimberlee S. O'Dell 8-4-90  
(signature) (signature)

LOT 9 DAVE INGAISBE LINDA INGAISBE 8-4-90  
(name) (date)  
Dave Ingalsbe Linda Ingalsbe  
(signature) (signature)



# Pioneer Hills Covenants

94 DEC 29 PM 2:14  
FILED  
CHARLOTTE L. PETERSON  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

The owners of Pioneer hills Subdivision in Section 7, Township 17 North, Range 12 East of the sixth Prime Meridian, Washington County, Nebraska, do hereby declare that all lots within the above described subdivision shall be henceforth be owned, held, used and conveyed subject to the following conditions, restrictions, and covenants.

## I. Land Use Regulations

- A. Said lots shall be used for single family residential purposes only except such lots or portions thereof, as may hereafter be conveyed or dedicated by the Pioneer Hills Association for public, church, educational or non-profit recreational uses.
- B. No structure shall be erected, altered, placed or permitted on any lot other than one, single family dwelling, with attached garage, for not less than two cars, except as outlined in section I. I of this document
- C. No residential structure shall be erected on any building lot which is smaller in area than the original platted numbered lot on which it is erected. It is recommended that no structure be erected closer to Pioneer Hills Road, than the closest existing structure.
- D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood., No posters or advertising signs of any kind, (except residential for sale signs not exceeding six square feet in area) shall be erected on any lot. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the owner of each lot. In no event, will the association or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.
- E. No mobile home, tent, shack, junk cars or temporary structure shall be placed or erected on any lot. Only the main residential structure may be occupied as a dwelling. Recreational vehicles may be parked on a lot, only when the owner resides in Pioneer Hills.
- F. The Ground Floor enclosed living area of main residential structures, exclusive of open porches, open breeze ways, basements, and garages shall not be less than the following minimum sizes:

Recorded  \_\_\_\_\_  
 General  \_\_\_\_\_  
 Numerical  \_\_\_\_\_  
 Photostat  \_\_\_\_\_

STATE OF NEBRASKA COUNTY OF WASHINGTON) 4758  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 29th DAY OF December A.D. 19 94  
 AT 2:14 O'CLOCK P. M. AND RECORDED IN BOOK  
 236 AT PAGE 835-843  
 COUNTY CLERK Charlotte Peterson  
 DEPUTY Karen Madson

1. 1,500 square feet on main level for single story dwellings
2. 1,200 square feet on main level for split level or multi-level dwellings
3. 1,200 square feet on main level for one and one half or two story dwellings.
4. In all cases, finished square footage shall not be less than 1,500 square feet above ground.

G. Grading of lots in preparation for construction of structures on lots in Pioneer hills shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

H. Animals may be kept on a lot only when the owner resides in Pioneer Hills. All animals must be adequately fenced to contain them and protect neighboring property.

The number of animals allowed will be on a unit basis per acre:

	Unit/Animal	4 Acre Lot	5 Acre Lot	10 Acre Lot
Horses	1.5	2	3	7
Sheep	0.7	7	7	14
Lambs*	0.5	8	10	20
Cattle	1.5	2	3	7
Calves*	1.25	3	4	8
Goats	2.5	1	2	4
Kids*	1.5	2	3	7

The total combined units of various classes of animals shall not exceed one unit per acre.

Example 1  
4 Acres                      2 horses = 3 units  
   1 cow + 1 goat = 4 units

Example 2  
5 Acres                      3 horses = 4.5 units  
   4 Calves = 5 units

Example 3  
10 Acres                      5 horses + 1 goat = 10 units  
   2 goats + 2 kids + 2 cows = 10 units

\* less than one year old

1. Swine are not allowed
  2. Household pets are allowed, but no kennels of a commercial nature are permitted.
- I. One out building per platted lot will be permitted when the owner resides in Pioneer Hills, for storage and/or for the shelter of livestock. The smallest outbuilding permitted will be not less than 600 square feet in area, (except as permitted below). The largest outbuilding permitted on any platted lot will be the basic 600 square feet plus 200 square feet of area for every acre of ground in the platted lot. In addition, one additional building of not more than 200 square feet is permitted on each platted lot when the owner resides in Pioneer Hills.
- Examples: 4 Acre Lot - 600 square feet base + 800 square feet, (200 square feet per acre) = 1400 square feet maximum.
- 10 Acre Lot - 600 square feet base+ 2000 square feet, (200 square feet per acre) = 2600 square feet maximum.
- J. Dwellings constructed in another location shall not be moved to any lot within Pioneer Hills.
- K. Prior to commencement of construction of any structure, the plans thereof, (including elevations) must be submitted to the officers of Pioneer Hills, and approved by a majority of the officers. Such approval shall not be unreasonably withheld.

## II Water Use Regulations

- A. Each lot owner also owns an one eighteenth (1/18), interest in the water system and has the obligation to pay for the maintenance and repair of said system when they are physically connected to the system. Therefore, these regulations are binding on all lot owners who are physically connected to the system.
1. The President of the Pioneer Hills Association Homes Association shall call an annual meeting each January. At the annual meeting, the lot owners shall review expenses associated with the water system and adjust the water use rates accordingly. They will also elect a

President, Vice President, Secretary, and Treasurer to conduct association business, including that associated with the water system. The association will appoint a class four water operator, to operate the water system, in accordance with Nebraska Department of Health regulations. The Treasurer shall collect fees from water users and pay bills associated with the Association.

2. A \$250.00 assessment shall be paid by a lot owner upon initial connection to the water system. The tap shall not exceed one inch in diameter and a shut off is required where the tap meets the main.
3. When a lot owner connects to the water system they shall install a approved, new, residential water meter. Lot owners using water from an outside hydrant (not connected through the lot's primary meter) shall have an approved water meter installed on the hydrant when in use.
4. Unmetered hydrants shall be padlocked and the keys maintained by the association treasurer and president.
5. Lot owners that are connected to and using the water system but do not have approved water meters installed, shall pay a monthly bill equal to the highest bill paid by any one lot owner. This shall also apply in the case of a malfunctioning meter until such time as the meter has been replaced and approved by the association treasurer and class four water operator.
6. If in the judgment of the treasurer, a water meter appears to be reading incorrectly, the treasurer shall have the authority to order the lot owner to check and repair or replace the meter at the lot owner's expense, and assess a reasonable charge for unmetered water or paragraph ii A. 5
7. All meters will be read once per month and the reading reported to the treasurer. The treasurer shall physically read all meters at least once per year. The association shall have the right to read meters more often if the treasurer deems it necessary.
8. The class four water operator or an association officer

serial number.

9. The Treasurer shall bill each water user monthly. The bill will include the assessment per gallon times the number of gallons used, plus the lot owner's percentage of the electric bill required to pump the water, the association fund fee, and late fee if applicable.
10. Fire hydrants connected to water system shall be used only to put out fires. No structures, walls, or any other obstruction shall be erected that might prevent or obstruct firefighters from obtaining water from the hydrant.
11. The treasurer shall maintain casualty insurance on the well system, and shall pay for the insurance from association funds.
12. Costs for maintenance of and repairs to the water system will be borne by the lot owners connected to the system. All costs will be paid from the association's funds. In the event that association funds are inadequate to pay for repairs, costs shall be divided evenly among lot owners connected to the system.
13. Any work that will affect the water system must have prior approval from the class four water operator or an association officer, , routine well maintenance, connection to or modification of a tap to the system etc.
14. All connections made to the system must be made by a licensed plumber approved by the class four water operator or an association officer.
15. Sprinkler system plans must have prior approval of the class four water operator and an association officer and shall be installed through an approved anti siphon valve. Sprinkler systems shall be designed to use no more than 12 gallons per minute at the working pressure available on the lot where they are installed. A copy of the plans submitted for approval shall be filed with the association secretary.
16. The Pioneer hills water system is a lead free system. All additions or attachments to the system must be made in such a way as to insure that the system remains lead free.

additions or attachments to the system must be made in such a way as to insure that the system remains lead free.

- 17. The class four water operator and officers of Pioneer Hills shall have the right to disconnect a user from the water system for non-compliance with these rule, after reasonable notification of the violation and what must be done to bring the lotowner in to compliance. the cost of diconnection and reconnection to the system shall be borne by the non-0 complying lot owner.

If any deviations from these covenants are proposed by a property owner, such plans shall be presented to property owners for approval at the annual meeting or a meeting with owners of at least nine other lots represented. Approval shall be by a majority vote, proxy votes will be allowed if in writing and presented to an officer prior to the meeting.

These covenants, water use regulations, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

If any person, firm, or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or preceding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Approved this first day of January 1995

Lot 1 Gary J. Hausmann 12-23-94  
 (name) (date)  
Gary J. Hausmann  
 (signature)

Lot 2A Gary J. Hausmann 12-23-94  
 (name) (date)  
Gary J. Hausmann

Lot 2B Sue Papineau 11/20/94  
(name) (date)

Sue Papineau  
(signature)

Lot 3 Sue Papineau 11/20/94  
(name) (date)

Sue Papineau  
(signature)

Lot 4 David M. Halperin 11-20-94  
(name) (date)

DMH  
(signature)

Lot 5 David M. Halperin 11-20-94  
(name) (date)

DMH  
(Signature)

Lot 6 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(Signature)

Lot 7 DAVID GILL 11-20-94  
(name) (date)

D Gill  
(Signature)

Lot 8 Timothy S. O'Dell 11-20-94  
(name) (date)

T S O'Dell  
(Signature)

Lot 9 DARYL TWEALSBY 11/20/94  
(name) (date)

Daryl Twalby  
(signature)

(Signature)

Lot 10 DARYL INGALSBEE 11/20/94  
(name) (date)

Daryl Ingalsbee  
(signature)

Lot 11 DARYL INGALSBEE 11/20/94  
(name) (date)

Daryl Ingalsbee  
(signature)

Lot 12 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(signature)

Lot 13 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(signature)

Lot 14 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(signature)

Lot 15 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(signature)

*[Handwritten scribbles]*





Lot 16 \_\_\_\_\_ (name) \_\_\_\_\_ (date)

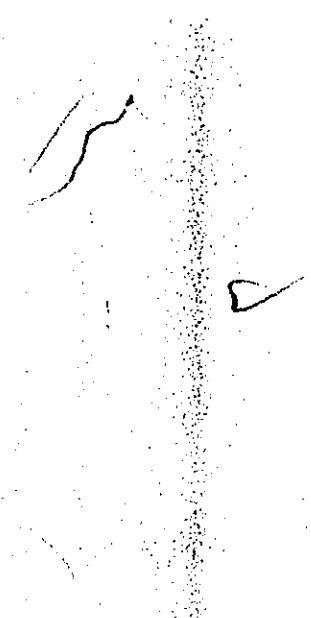
\_\_\_\_\_  
(signature)

Lot 17 GARY SICHMELLER \_\_\_\_\_ 11-20-94  
(name) (date)

Gary Sichmeller  
(signature)

Lot 18 \_\_\_\_\_ (name) \_\_\_\_\_ (date)

\_\_\_\_\_  
(signature)



### Pioneer Hills Covenants

The owners of Pioneer hills Subdivision in Section 7, Township 17 North, Range 12 East of the sixth Prime Meridian, Washington County, Nebraska, do hereby declare that all lots within the above described subdivision shall be henceforth be owned, held, used and conveyed subject to the following conditions, restrictions, and covenants.

I. Land Use Regulations

- A. Said lots shall be used for single family residential purposes only except such lots or portions thereof, as may hereafter be conveyed or dedicated by the Pioneer Hills Association for public, church, educational or non-profit recreational uses.
- B. No structure shall be erected, altered, placed or permitted on any lot other than one, single family dwelling, with attached garage, for not less than two cars, except as outlined in section I. I of this document
- C. No residential structure shall be erected on any building lot which is smaller in area than the original platted numbered lot on which it is erected. It is recommended that no structure be erected closer to Pioneer Hills Road, than the closest existing structure.
- D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood., No posters or advertising signs of any kind, (except residential for sale signs not exceeding six square feet in area) shall be erected on any lot. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the owner of each lot. In no event, will the association or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.
- E. No mobile home, tent, shack, junk cars or temporary structure shall be placed or erected on any lot. Only the main residential structure may be occupied as a dwelling. Recreational vehicles may be parked on a lot, only when the owner resides in Pioneer Hills.
- F. The Ground Floor enclosed living area of main residential structures, exclusive of open porches, open breeze ways, basements, and garages shall not be less than the following minimum sizes:

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 239  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 31st DAY OF January A.D. 19 95  
 AT 2:10 O'CLOCK P.M. AND RECORDED IN BOOK  
 239 AT PAGE 534-542  
 COUNTY CLERK Charlotte E. Petersen  
 DEPUTY Karol Madson

Recorded \_\_\_\_\_  
 General \_\_\_\_\_  
 Indexed \_\_\_\_\_  
 Plotted \_\_\_\_\_

95 JAN 31 PM 2:10  
 CHARLOTTE E. PETERSEN  
 WASHINGTON COUNTY CLERK  
 BLAIR, NEBR.

FILED

1. 1,500 square feet on main level for single story dwellings
  2. 1,200 square feet on main level for split level or multi-level dwellings
  3. 1,200 square feet on main level for one and one half or two story dwellings.
  4. In all cases, finished square footage shall not be less than 1,500 square feet above ground.
- G. Grading of lots in preparation for construction of structures on lots in Pioneer hills shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.
- H. Animals may be kept on a lot only when the owner resides in Pioneer Hills. All animals must be adequately fenced to contain them and protect neighboring property.

The number of animals allowed will be on a unit basis per acre:

	Unit/Animal	4 Acre Lot	5 Acre Lot	10 Acre Lot
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Sheep	0.7	7	7	14
Lambs*	0.5	8	10	20
Cattle	1.5	2	3	7
Calves*	1.25	3	4	8
Goats	2.5	1	2	4
Kids*	1.5	2	3	7

The total combined units of various classes of animals shall not exceed one unit per acre.

Example 1  
4 Acres                      2 horses = 3 units  
   1 cow + 1 goat = 4 units

Example 2                      3 horses = 4.5 units  
5 Acres                        4 Calves = 5 units

Example 3                      5 horses + 1 goat = 10 units  
10 Acres                       2 goats + 2 kids+ 2 cows = 10 units

\* less than one year old

1. Swine are not allowed
  2. Household pets are allowed, but no kennels of a commercial nature are permitted.
- I. One out building per platted lot will be permitted when the owner resides in Pioneer Hills, for storage and/or for the shelter of livestock. The smallest outbuilding permitted will be not less than 600 square feet in area, (except as permitted below). The largest outbuilding permitted on any platted lot will be the basic 600 square feet plus 200 square feet of area for every acre of ground in the platted lot. In addition, one additional building of not more than 200 square feet is permitted on each platted lot when the owner resides in Pioneer Hills.
- Examples: 4 Acre Lot - 600 square feet base + 800 square feet,  
(200 square feet per acre) = 1400 square feet maximum.
- 10 Acre Lot - 600 square feet base+ 2000 square feet,  
(200 square feet per acre) = 2600 square feet maximum.
- J. Dwellings constructed in another location shall not be moved to any lot within Pioneer Hills.
- K. Prior to commencement of construction of any structure, the plans thereof, (including elevations) must be submitted to the officers of Pioneer Hills, and approved by a majority of the officers. Such approval shall not be unreasonably withheld.

## II Water Use Regulations

- A. Each lot owner also owns an one eighteenth (1/18), interest in the water system and has the obligation to pay for the maintenance and repair of said system when they are physically connected to the system. Therefore, these regulations are binding on all lot owners who are physically connected to the system.
1. The President of the Pioneer Hills Association Homes Association shall call an annual meeting each January. At the annual meeting, the lot owners shall review expenses associated with the water system and adjust the water use rates accordingly. They will also elect a

President, Vice President, Secretary, and Treasurer to conduct association business, including that associated with the water system. The association will appoint a class four water operator, to operate the water system, in accordance with Nebraska Department of Health regulations. The Treasurer shall collect fees from water users and pay bills associated with the Association.

2. A \$250.00 assessment shall be paid by a lot owner upon initial connection to the water system. The tap shall not exceed one inch in diameter and a shut off is required where the tap meets the main.
3. When a lot owner connects to the water system they shall install a approved, new, residential water meter. Lot owners using water from an outside hydrant (not connected through the lot's primary meter) shall have an approved water meter installed on the hydrant when in use.
4. Unmetered hydrants shall be padlocked and the keys maintained by the association treasurer and president.
5. Lot owners that are connected to and using the water system but do not have approved water meters installed, shall pay a monthly bill equal to the highest bill paid by any one lot owner. This shall also apply in the case of a malfunctioning meter until such time as the meter has been replaced and approved by the association treasurer and class four water operator.
6. If in the judgment of the treasurer, a water meter appears to be reading incorrectly, the treasurer shall have the authority to order the lot owner to check and repair or replace the meter at the lot owner's expense, and assess a reasonable charge for unmetered water per paragraph ii A. 5
7. All meters will be read once per month and the reading reported to the treasurer. The treasurer shall physically read all meters at least once per year. The association shall have the right to read meters more often if the treasurer deems it necessary.
8. The class four water operator or an association officer

shall be present for the installation or removal of water meters. He or she will record the meter reading and meter serial number.

9. The Treasurer shall bill each water user monthly. The bill will include the assessment per gallon times the number of gallons used, plus the lot owner's percentage of the electric bill required to pump the water, the association fund fee, and late fee if applicable.
10. Fire hydrants connected to water system shall be used only to put out fires. No structures, walls, or any other obstruction shall be erected that might prevent or obstruct firefighters from obtaining water from the hydrant.
11. The treasurer shall maintain casualty insurance on the well system, and shall pay for the insurance from association funds.
12. Costs for maintenance of and repairs to the water system will be borne by the lot owners connected to the system. All costs will be paid from the association's funds. In the event that association funds are inadequate to pay for repairs, costs shall be divided evenly among lot owners connected to the system.
13. Any work that will affect the water system must have prior approval from the class four water operator or an association officer, , routine well maintenance, connection to or modification of a tap to the system etc.
14. All connections made to the system must be made by a licensed plumber approved by the class four water operator or an association officer.
15. Sprinkler system plans must have prior approval of the class four water operator and an association officer and shall be installed through an approved anti siphon valve. Sprinkler systems shall be designed to use no more than 12 gallons per minute at the working pressure available on the lot where they are installed. A copy of the plans submitted for approval shall be filed with the association secretary.
16. The Pioneer hills water system is a lead free system. All

additions or attachments to the system must be made in such a way as to insure that the system remains lead free.

- 17. The class four water operator and officers of Pioneer Hills shall have the right to disconnect a user from the water system for non-compliance with these rule, after reasonable notification of the violation and what must be done to bring the lotowner in to compliance. the cost of diconnection and reconnection to the system shall be borne by the non-complying lot owner.

If any deviations from these covenants are proposed by a property owner, such plans shall be presented to property owners for approval at the annual meeting or a meeting with owners of at least nine other lots represented. Approval shall be by a majority vote, proxy votes will be allowed if in writing and presented to an officer prior to the meeting.

These covenants, water use regulations, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

If any person, firm, or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or preceding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

If any provisions hereof shall be adjudged unlawful or unenforceable, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Approved this first day of January 1995

Lot 1 Gary J. Hausmann 1-22-95  
 (name) (date)  
Gary J. Hausmann  
 (signature)

Lot 2A Gary J. Hausmann 1-22-95  
 (name) (date)  
Gary J. Hausmann

540

(signature)

Lot 2B George Papineau 1/22/95  
 (name) (date)  
 ↙ GEORGE PAPINEAU  
 (signature)

Lot 3 George Papineau 1/22/95  
 (name) (date)  
 ↙ GEORGE PAPINEAU  
 (signature)

Lot 4 David M. Halperin 1/22/95  
 (name) (date)  
D. M. Halperin  
 (signature)

Lot 5 David M. Halperin 1/22/95  
 (name) (date)  
D. M. Halperin  
 (Signature)

Lot 6 \_\_\_\_\_  
 (name) (date)  
 \_\_\_\_\_  
 (Signature)

Lot 7 \_\_\_\_\_  
 (name) (date)  
 \_\_\_\_\_  
 (Signature)

Lot 8 Tim & Kim O'Dell 1-22-95  
 (name) (date)  
Timothy A. O'Dell  
 (Signature)

540



541

Lot 9 DARYL + LINDA INGALSBEE 1-22-95  
(name) (date)  
Daryl Ingalsbee  
(signature)

Lot 10 DARYL + LINDA INGALSBEE 1-22-95  
(name) (date)  
Daryl Ingalsbee  
(signature)

Lot 11 DARYL INGALSBEE 1-22-95  
(name) (date)  
Daryl Ingalsbee  
(signature)

Lot 12 Douglas + Paula Engen 1-22-95  
(name) (date)  
Douglas Engen  
(signature)

Lot 13 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

Lot 14 \_\_\_\_\_  
(name) (date)  
\_\_\_\_\_  
(signature)

Lot 15 Don + Mary Ann Boles 1-22-95  
(name) (date)  
Mary Ann Boles  
(signature)

541

542

Lot 16 Ronald J. Fude 1/22/95  
(name) (date)

Ronald J. Fude  
(signature)

Lot 17 GARY SICHMELLER 1/22/95  
(name) (date)

Gary Sichelner  
(signature)

Lot 18 \_\_\_\_\_  
(name) (date)

\_\_\_\_\_  
(signature)

542