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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 24th DAY OF December A.D. 2003
AT 8:55 O'CLOCK A M AND RECORDED IN BOOK
386 AT PAGE 53-55
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

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CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

PROTECTIVE COVENANTS

The undersigned, Curtis W. Schmidt, a/k/a Curtis Schmidt, and Darleen E. Schmidt, owners of the real estate described on Exhibit "A" attached hereto (hereinafter "Real Estate"), which shall include the entire tract and any subdivided portions thereof, do hereby covenant, state, declare and publish the following Protective Covenants as to the Real Estate, which shall be for the benefit of the owners of the Real Estate and all of such owners' successors, purchasers, transferees and assigns of any subdivided portions of said parcels, whether now or in the future. The Real Estate shall be owned, used, conveyed, and held under and subject to the following covenants, conditions and restrictions, namely:

1. The Real Estate shall not be occupied or used for other than single-family residential purposes, and in the event the Real Estate is subdivided in the future, then the minimum lot size shall be the greater of five (5) acres or the minimum number of acres allowed for subdivision purposes pursuant to the Washington County Zoning Ordinance in effect as of the time of the proposed subdivision of the Real Estate by the then-existing owner thereof.
2. No home shall be constructed with less than 1,400 sq. ft. exclusive of basement and garage, or in the event of a multi-level building, less than 1,200 sq. ft. of living space on the main level of the building, exclusive of basement, garage, other levels, and other areas appurtenant to the principal building. A home which is less than 90% complete may not be occupied for any purposes. No modular homes, pre-fabricated homes, manufactured homes or homes substantially constructed off-site shall be allowed to be placed, built or created on any portion of the Real Estate in the absence of unanimous written consent of all owners of the Real Estate at the time of the proposed construction, which consent must be in writing, notarized and filed of record with the Register of Deeds of Washington County.
3. No business activities of any kind shall be conducted on the Real Estate or any subdivided portion thereof. In addition, no business repair of any boats, automobiles, motorcycles, trucks, campers, or other vehicles requiring a continuous time period in excess of 72 hours shall be permitted at any time; nor shall disabled vehicles that are offensive in nature be visibly stored, parked, or abandoned on the Real Estate or any subdivided portion thereof. No unused building materials, junk or rubbish shall be left exposed on any portion of the Real Estate except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
4. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, aircraft, camper truck, or similar chattel shall be maintained or stored on any portion of the Real Estate (other than in an enclosed structure) for more than twenty (20) days within any calendar year. No motor vehicle may be parked or stored outside on any portion of the Real Estate except vehicles driven on a regular basis by the occupants of the dwelling associated with such vehicle. No grading or excavating equipment, tractors or semi-tractor/trailers shall be stored, parked, kept or maintained in any yards, driveways, or the access road. However, this section shall not apply to such vehicles which are necessary for the construction of residential dwellings during the period of construction.

5. The construction of any improvements shall be completed within one (1) year from the date construction is commenced for such improvement. No dwelling structure of a temporary character shall be erected upon any portion of the Real Estate at any time. No dwelling structure shall be moved from outside of the property to any portion of the Real Estate in the absence of the unanimous written consent of all owners of the Real Estate at the time of the proposed use, which consent must be in writing, notarized and filed of record with the Washington County Register of Deeds.
6. All waste property or debris resulting from construction or improvements shall be removed from the site and delivered to a waste disposal site holding an appropriate government-issued license.
7. No livestock of any kind, other than horses, shall be permitted on any portion of the Real Estate. No other animals of any type will be allowed except for dogs and cats, and there shall be no more than two dogs and two cats owned or possessed for each residential dwelling.
8. The Real Estate, and any subdivided portion thereof, shall be neatly maintained at all times.
9. The declarants, or any owner of the Real Estate, or any subdivided portion the Real Estate, shall have the right to enforce by a proceeding at law or equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of these Protective Covenants, either to prevent or restrain any violation or to recover damages in connection with such violation. The failure by the declarants or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
10. These Protective Covenants shall run with and bind the land for a term of twenty (20) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants may be amended by an instrument signed by the owners of not less than 75% of the total square footage area of the Real Estate; however, these Covenants may be changed at any time pursuant to unanimous agreement by all owners of the Real Estate.
11. The invalidation of any covenant by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

In testimony whereof, the parties hereto have signed their names the 20th day of December, 2002.

Curtis W. Schmidt
 CURTIS W. SCHMIDT, a/k/a Curtis Schmidt
Darleen E. Schmidt
 DARLEEN E. SCHMIDT

STATE OF NEBRASKA)
) ss
 COUNTY OF DODGE)

The foregoing was acknowledged before me this 20 day of December, 2002 by Curtis W. Schmidt, a/k/a Curtis Schmidt, and Darleen E. Schmidt.

GENERAL NOTARY - State of Nebraska
 DAVID C. MITCHELL
 My Comm. Exp. Sept. 17, 2005

[Signature]
 Notary Public

LEGAL DESCRIPTION FOR RESTRICTIVE COVENANTS

Meridian Development Services, Inc.

December 3, 2002

Part of the Northwest Quarter of the Northeast Quarter of Section 3, Township 17 North, Range 9 East of the Sixth P.M., Washington County, Nebraska, being described as follows: Commencing at the Northwest Corner of said Northeast Quarter; thence N90°00'00"E (assumed bearing) on the North Line of said Northeast Quarter, a distance of 409.61 feet to the Northeast Corner of Schmidt Subdivision, as platted in said Section 3, this being the true point of beginning; thence continuing N90°00'00"E on said North Line, a distance of 457.63 feet; thence S00°17'27"W, a distance of 1350.41 feet to a point on the South Line of said Northwest Quarter Northeast Quarter, said point being 470.00 feet from the Southeast Corner of said Northwest Quarter Northeast Quarter; thence S89°53'54"W parallel on said South Line, a distance of 846.40 feet, more or less, to the Southwest Corner of said Northwest Quarter Northeast Quarter; thence northerly on the West Line of said Northwest Quarter Northeast Quarter, a distance of 948.34 feet, more or less, to a point on the South Line of said Schmidt Subdivision; thence easterly on said South Line, a distance of 421.02 feet to the Southeast Corner of said Schmidt Subdivision; thence northerly on the East Line of said Schmidt Subdivision, a distance of 387.67 feet to the true point of beginning, containing 22.80 acres, more or less.

Exhibit "A"