

STATE OF NEBRASKA  
KEITH COUNTY  
Entered on Numerical Index and Filed For Record This  
8 day of April A.D., 1983  
at 4:00 o'clock P. M., and recorded in  
Book 52 of Mo on page 168  
By Leola Wood County Clerk  
Yary Tull Deputy

PROTECTIVE COVENANTS

The undersigned, IVAN ARMSTRONG and WANDA ARMSTRONG, Husband and wife, MIKE ARMSTRONG and BONNIE ARMSTRONG, husband and wife; ROMAIN MAIEFSKI and KAREN MAIEFSKI, husband and wife; HAROLD L. ALLEN and EDITH M. ALLEN, husband and wife; and CHARLES R. BEUTERBAUGH and MARY W. BEUTERBAUGH, husband and wife; all being the fee simple owners of certain real estate hereinafter described and all the aforementioned persons hereinafter called the "GRANTORS," whether one or more, do hereby establish certain protective covenants and restrictions to run with the land and the same shall become a part of the records pertaining to the property described as follows:

Section three (3), Township Fifteen (15) North,  
Range Forty (40) West of the 6th P.M. in Keith  
County, Nebraska.

1. ANIMALS. All pets, animals, fowl and livestock shall be confined to their owner's tract of land and shall not be allowed to create disturbances or to become a nuisance.

2. APPEARANCE. Owners shall keep their premises in a good state of repair and appearance at all times. Owners shall abide by the Building Committee's reasonable judgment regarding appearance and repair of property. Wrecked, abandoned or nonoperating vehicles of any nature will not be allowed to remain on any land for more than thirty (30) days.

3. BUILDING COMMITTEE. For the purpose of enforcing certain restrictions, there shall be a Building Committee. Such Committee shall consist of not less than three (3) nor more than nine (9) members. Not more than one (1) member of an ownership shall belong to the Building Committee. Members of the Building Committee may be elected to or be removed from the Committee upon a written petition being signed by the majority of the ownerships of real estate in Section three (3), each ownership of real estate being entitled to one (1) vote. Plans, specifications, requests and petitions bearing the majority of the Building Committee's

signatures, noting the word "APPROVED" and dated by the members signing such, shall be deemed approved.

4. COMMERCIAL USE. Except for property used commercially in connection with Sand Creek and its waters, all commercial use of property must be:

- A. Be approved by the Building Committee; and,
- B. Be approved by the Keith County Zoning Administrator.

5. CONSTRUCTION. No dwelling structure shall be constructed or erected on any tract of land where the total finished living area thereof is less than 800 square feet, exclusive of patios, porches and garages. It is further provided that when construction of a structure is commenced, the structure must be enclosed within one (1) year with suitable exterior siding or external surface approved by the Building Committee. No building, dwelling, structure or well shall be located within thirty-five (35) feet of any property line.

When an owner of real estate has surplus earth, soil or earth aggregate, the surplus shall be relocated only within Section Three (3) and shall not be removed from Section Three (3) without the written consent of the Building Committee.

Before building, constructing, erecting, rebuilding, relocating or placing a building, dwelling, structure or well on the subject real estate, plans and specifications must:

- A. Be approved by the Building Committee
- B. Be approved by the Keith County Zoning Administrator.

6. DWELLINGS. Dwellings shall not be constructed or located on a tract of land containing less than 1.25 acres, except in the south one-half ( $S\frac{1}{2}$ ) of Section Three (3), where a dwelling shall not be constructed or located on a tract of land containing less than two and one-half ( $2\frac{1}{2}$ ) acres.

7. EASEMENTS FOR ROADS, TRAVEL AND UTILITIES. There shall be an easement thirty-five feet (35') in width, that is, a strip of land thirty-five feet (35') in width measured from each and every property line. This easement shall exist for the purpose of

utilities and vehicle travel, including the installation, construction, repair and maintenance of roads and utilities, and for the purpose of walking, jogging, hiking and horseback riding.

8. FENCING. Fencing shall not be constructed without the written approval of the Building Committee, designating the approved location. Fencing shall not enclose, encompass or encumber land within thirty-five feet (35') of any property line.

9. HEALTH. All trash, sewage and water systems must comply with the Keith County Zoning Administrator. Owners of each tract of land shall keep their tract free of debris, refuse and trash.

10. MOBILE HOMES. All mobile homes must have the approval of the Keith County Zoning Administrator and the Building Committee prior to being located on any land. Mobile homes in the North Half (N½) of Section Three (3) shall not have less than the minimum dimensions of ten feet (10') in width, plus fifty feet (50') in length. Mobile Homes shall not be parked, placed, set, or allowed to be located in the South Half (S½) of Section Three (3). All mobile homes must be enclosed around the base with an approved material within a 60-day period. Basements under mobile homes are preferred.

11. SEVERABILITY. If any of the Covenants above set forth are invalidated by a decree or order of Court, such order or decree shall in no way affect any of the other Covenants, and such other Covenants shall continue to remain in full force and effect.

12. VIOLATION. These Covenants shall run with the land and shall be binding on all parties and owners and persons claiming title, unless an instrument in writing signed by a majority of the owners has been received, agreeing to change said Covenants in whole or in part. Local, county, state and federal zoning ordinances would be controlling when applicable. If any person or persons violate any of the Covenants herein set forth, then it shall be lawful for any other person or persons owning any land, or an interest therein, to initiate proceedings at law or in equity against any person or persons violating or attempting to violate any of the Covenants. Any such person or persons who so shall

violate any of the Covenants herein set forth shall be liable for damages therefor, including court costs and attorney's fees or may be restrained and/or enjoined from such violation.

These Protective Covenants shall supersede and replace certain "Protective Covenants" previously recorded on December 17, 1980 in Book 46, "Miscellaneous," Page 287, of Keith County, Nebraska. The Protective Covenants previously recorded concerning the subject real estate, namely, the "Protective Covenants" recorded on December 17, 1980 in Book 46, "Miscellaneous," Page 287 of Keith County, Nebraska are hereby revoked and nullified.

DATED this 8 day of April, 1983.

Ivan Armstrong  
Ivan Armstrong

Wanda Armstrong  
Wanda Armstrong

Mike Armstrong  
Mike Armstrong

Bonnie Armstrong  
Bonnie Armstrong

Romaine Maiefski  
Romaine Maiefski

Karen Maiefski  
Karen Maiefski

Harold L. Allen  
Harold L. Allen

Edith M. Allen  
Edith M. Allen

Charles R. Beuterbaugh  
Charles R. Beuterbaugh

Mary W. Beuterbaugh  
Mary W. Beuterbaugh

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