

187-4287

PIONEER HILL COVENANTS

Rev. 7/29/90

FILED
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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 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 by 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 plotted number lot on which it is erected.
 - 1. NO RESIDENTIAL STRUCTURE OR OUTBUILDING SHALL BE PLACED WITHIN 120' OF PIONEER HILLS ROAD.
- 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.

STATE OF NEBRASKA COUNTY OF WASHINGTON #3 2/11
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 24th DAY OF August A.D. 1992
 AT 7:45 O'CLOCK P.M. AND RECORDED IN BOOK
 187-4287-134
 COUNTY CLERK Charlotte Vitale
 DEPUTY Randy Warren

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

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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.

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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LOT 10 DARRE INGAUSBE LINDA INGAUSBE 8-4-90
(name) (date)
Darre Ingausbe Linda Ingausbe
(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 8-4-90
(name) (date)
Shari Benoit Steve Benoit
(signature)

LOT 14 SHARI BENOIT STEVE BENOIT 8-4-90
(name) (date)
Shari Benoit Steve Benoit
(signature)

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

(signature)

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 INGLISBE LINDA INGLISBE 8-4-90
(name) (date)
Dave Inglisbe Linda Inglisbe
(signature) (signature)