

237

534

### 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 1.1 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:

REC'D JUN 31 PM 2:10  
DIRECTOR L.H. HANSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

FILED

Recorded	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input type="checkbox"/>
Returned	<input type="checkbox"/>

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 239  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 31ST DAY OF JUNE 1945  
 AT 2:10 O'CLOCK P.M. AND RECORDED IN BOOK  
 237 AT PAGE 534-542  
 COUNTY CLERK Charlotte B. Peteram  
 DEPUTY Janet Madson

534

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 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

541

Lot 9 DARYL + LINDA INGALESBE 1-22-95  
(name) (date)

Daryl Ingalesbe  
(signature)

Lot 10 DARYL + LINDA INGALESBE 1-22-95  
(name) (date)

Daryl Ingalesbe  
(signature)

Lot 11 DARYL INGALESBE 1-22-95  
(name) (date)

Daryl Ingalesbe  
(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 GABY SICHMELLER 1/22/95  
(name) (date)

Gaby Sichelner  
(signature)

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

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

542