

200405687

FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 2nd DAY OF November A.D. 2004  
AT 3:11 O'CLOCK P.M. AND RECORDED IN BOOK  
450 AT PAGE 420-423  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Carol Madson

SEARCHED \_\_\_\_\_  
INDEXED \_\_\_\_\_  
SERIALIZED \_\_\_\_\_  
FILED \_\_\_\_\_

04 NOV -2 PM 3:11

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

PROTECTIVE COVENANTS

The undersigned, Curtis W. Schmidt, a/k/a Curtis Schmidt, and Darleen E. Schmidt, (hereinafter "Schmidts") 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 described on Exhibit "B", attached hereto, and all of such owners' successors, purchasers, transferees and assigns of any subdivided portions of said real estate, 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 as long as outside of house is finished. No modular 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 Schmidts or Schmidts' successor in interest to the real estate described on Exhibit "B."
3. 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. 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.

- 5. 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.
- 6. All domestic and farm animals will be controlled or restrained to preclude them from trespassing on property of others.
- 7. The Real Estate, and any subdivided portion thereof, shall be neatly maintained at all times.
- 8. 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 described on Exhibit "B"; however, these Covenants may be changed at any time pursuant to unanimous agreement by all owners of the Real Estate.
- 9. 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.

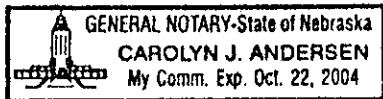
In testimony whereof, the parties hereto have signed their names the 29th day of September, 2004.

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 29th day of September 2004 by Curtis W. Schmidt, a/k/a Curtis Schmidt, and Darleen E. Schmidt.



Carolyn J. Andersen  
 Notary Public

**LEGAL DESCRIPTION OF BRUCE SCHMIDT'S HOME PARCEL**

Meridian Development Services, Inc.

September 20, 2004

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 427.63 feet; thence S00°17'27"W, a distance of 375.65 feet; thence S89°53'54"W parallel with the South Line of said Northwest Quarter, a distance of 242.64 feet; thence S00°17'27"W, a distance of 677.02 feet to a point being 297.80 feet north of said South Line; thence S89°53'54"W parallel with said South Line, a distance of 578.36 feet, more or less, to a point on the West Line of said Northwest Quarter; thence northerly on said West Line, a distance of 650.53 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, more or less, to the Southeast Corner of said Schmidt Subdivision; thence northerly on the East Line of said Schmidt Subdivision, a distance of 387.67 feet, more or less, to the true point of beginning, containing 12.50 acres, more or less.

Exhibit "A"

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A parcel of land located in the North Half 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 Northeast corner of said Section 3, and assuming the North line of said Northeast Quarter to bear  $N90^{\circ}00'00''E$ ; thence  $S00^{\circ}38'11''E$  on the East line of said Northeast Quarter, a distance of 1035.24 feet to the Northeast corner of a parcel of land previously described and recorded in deed record 212, Pages 493 and 494 (also known as Tax Lot 35), this being the true point of beginning; thence  $S89^{\circ}52'43''W$  on the North line of said parcel, a distance of 703.60 feet to the Northwest corner of said parcel; thence  $S00^{\circ}30'13''E$  on the West line of said parcel, a distance of 35.85 feet; thence  $S39^{\circ}58'58''W$  continuing on said West line, a distance of 98.89 feet; thence  $S61^{\circ}25'10''W$  continuing on said West line, a distance of 45.55 feet; thence  $S31^{\circ}38'54''W$  continuing on said West line, a distance of 209.91 feet to a point on the South line of the North Half of said Northeast Quarter, said point also being the Southwest corner of said parcel; thence  $S89^{\circ}53'07''W$  on the South line of said North Half Northeast Quarter a distance of 394.95 feet to the Southwest corner of the Northeast Quarter of said Northeast Quarter; thence  $S89^{\circ}53'54''W$  on the South line of said North Half Northeast Quarter, a distance of 470.00 feet to the Southeast corner of a parcel of land previously surveyed and recorded by Danny Joe W. Martinez, L.S. 498, dated April 30, 2004; thence  $N00^{\circ}17'27''E$  on the East line of said previously surveyed parcel, a distance of 388.35 feet; thence  $N89^{\circ}53'07''E$ , a distance of 1779.08 feet to a point on the East line of said North Half Northeast Quarter; thence  $S00^{\circ}38'11''E$  on said East line, a distance of 76.70 feet to the true point of beginning containing 10.10 acres, more or less;

Exhibit "B"