

Karen A. Madsen
REGISTER OF DEEDS

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

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AMENDMENT TO COVENANTS

This Agreement made and entered into this 13th day of December, 2014, by and between Jerry Allen Hensler, a single person, and Eugene Wayne Hull, a single person, hereinafter referred to as "Grantors" and Eric B. Guthmann and Kimberly A. Guthmann, husband and wife, hereinafter referred to as "Guthmann".

WHEREAS, "Grantors" have conveyed to "Guthmann", that certain real estate, located and situated in Washington County, Nebraska, and described on the attached Exhibit "A" the "Guthmann Tract"; and,

WHEREAS, as a part of the transaction where the said property was conveyed to "Guthmann", certain Covenants affecting the said real estate were filed by "Grantors" and recorded on July 14, 2014 as Instrument #2014-02108 a copy of which is attached hereto and made a part hereof by reference; and,

WHEREAS, the parties hereto are agreeable to modifying a provision of said Covenants as that provision affects the above real estate; and,

WHEREAS, the parties are desirous of reducing their agreement to writing.

NOW, THEREFORE, in consideration of the Recitals (which are incorporated herein and made a part hereof by reference) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. The first Paragraph of said Covenants entitled:
PERMITTED STRUCTURES AND RESTICTIONS
shall be modified and read as follows:

PERMITTED STRUCTURES AND RESTICTIONS

The real estate shall be used for single family residential purposes only, and only one (1) residential structure shall be permitted thereon. All garages, sheds and barns incidental thereto shall be constructed of wood, steel, or decorative masonry, and shall be set back a minimum of 100 feet from any property line, and shall be harmonious and compatible with the neighboring properties; PROVIDED HOWEVER in connection with the North property line of the "Guthmann Tract" the set back shall be a minimum of 50 feet.


2. All remaining terms and conditions of the Covenants, as shown on the attached Exhibit "B", shall remain in full force and effect.
3. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.



Jerry Allen Hensler



Eugene Wayne Hull



Eric B. Guthmann



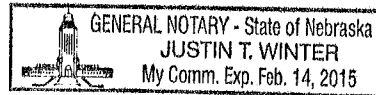
Kimberly A. Guthmann

STATE OF NEBRASKA)
) SS
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 16th day of January, 2014 by Jerry Allen Hensler, a single person.

Justin T. Winter
Notary Public

My Commission Expires: Feb. 14, 2015

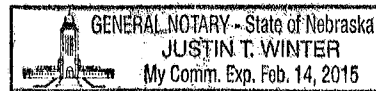


STATE OF NEBRASKA)
) SS
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 16th day of January, 2014 by Eugene Wayne Hull, a single person.

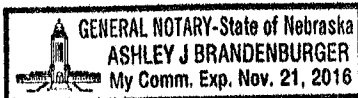
Justin T. Winter
Notary Public

My Commission Expires: Feb. 14, 2015



STATE OF NEBRASKA)
) SS
COUNTY OF douglas

The foregoing instrument was acknowledged before me this 13th day of December, 2014 by Eric B. Guthmann and Kimberly A. Guthmann, husband and wife.



Ashley J. Brandenburger
Notary Public

My Commission Expires: Nov. 21, 2016

Exhibit "A"

Part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska, further described as follows: Commencing at the South Quarter Corner of said Section 33, and assuming the South line of the Southeast Quarter of said Section to bear S90°00'E; thence N0°04'31"W, a distance of 2132.28 feet; thence S89°56'44"E, a distance of 501.76 feet; thence S0°04'31"E, a distance of 246.49 feet; thence N89°55'29"E, a distance of 174.99 feet to the point of beginning; thence continuing N89°55'29"E, a distance of 63.01 feet; thence N0°04'31"W, a distance of 756.17 feet to the North line of said Northwest Quarter Southeast Quarter; thence S89°56'44"E, a distance of 578.98 feet to the Northeast Corner of said Northwest Quarter Southeast Quarter; thence S0°06'20"E on the East line of said Northwest Quarter Southeast Quarter, a distance of 926.40 feet; thence N89°56'44"W, a distance of 714.59 feet; thence N5°54'16"W, a distance of 32.00 feet; thence N28°12'49"E, a distance of 128.43 feet; thence N30°00'29"E, a distance of 28.89 feet to the point of beginning.

WASHINGTON COUNTY, STATE OF NEBRASKA
Instrument Number 2014-02108

Karen A. Madsen
REGISTER OF DEEDS

FILED
2014 Jul-14 AM 10:46

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

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COVENANTS FOR A PART OF THE NORTHWEST
QUARTER AND IN THE SOUTHEAST QUARTER,
33-17-10E, WASHINGTON COUNTY, NEBRASKA

WHEREAS, JERRY ALLEN HENSLER and EUGENE WAYNE HULL, as Grantors, constitute all of the owners of real estate identified on Exhibit A attached hereto, in the Northwest Quarter of 33-17-10 and in the Southeast Quarter of 33-17-10 East of the 6th P.M., Washington County, Nebraska;

WHEREAS, the Grantors desire to sell and transfer a portion of the real estate identified in Exhibit A, and to restrict the use of that portion of the legal description set out in Exhibit A not sold and transferred, for the benefit of the real estate retained by Grantors, and these covenants shall run with the land in perpetuity as set out below; and,

NOW THEREFORE, the undersigned agree that the real estate described in Exhibit B, shall be restricted as follows:

A. PERMITTED STRUCTURES AND RESTRICTIONS. The real estate shall be used for single family residential purposes only, and only one residential structure shall be permitted thereon. All garages, shed and barns incidental thereto shall be constructed of wood, steel or decorative masonry, and shall be set back a minimum of 100 feet from any property line, and shall be harmonious and compatible with the neighboring properties.

All residential structures shall conform to the following:

All dwellings shall contain a minimum finished, above ground square footage of 1,200 square feet, excluding breezeways and/or attached garages, and shall be single family dwellings.

Exteriors of all residential structures shall be painted or colored in earth tone colors only.

No building shall exceed two stories in height, and all residential structures shall be constructed with garages for at least two vehicles.

No unlicensed vehicles shall be permitted on the property.

Wind turbines and windmills used for electrical generating structures are strictly prohibited. Satellite dish receivers and towers of any sort shall not exceed six feet in height.

All building construction shall be completed within 12 months of the date construction started. Upon starting construction, the work shall progress on a consistent basis, with no period of inactivity exceeding 21 days, weather permitting.

B. LIVESTOCK. No swine are permitted on any lot. Poultry and fowl are limited to 15 adults, and shall be fenced in at all times inside fencing designed to restrict free roaming. The fenced area shall not be larger than 1,000 square feet and shall be no closer than 25 feet to any lot line.

Limitations per lot on permitted livestock are: 2 adult horses or 2 adult cows, or any combination of 2 horses and cows. Ten (10) adult sheep or 10 adult goats, or any combination of 10 sheep and 10 goats. Youth livestock shall be considered adults after one year of age.

Domestic animals permitted shall be: 2 adult dogs, 4 adult cats, or any combination of 4 adult cats or dogs. Puppies and kittens shall be considered adults after 6 months of age. Swine are not considered domesticated animals for purposes of these covenants.

No commercial breeding, boarding or kenneling of animals of any kind, whether located indoors or outdoors, shall be permitted on the property.

C. FENCING. The owner of the real estate described in Exhibit A shall erect and maintain a fence to the south boundary of the real estate described on Exhibit B, said fence to be identical to the current boundary fence on Exhibit A. At no time shall white vinyl or chain link fence be permitted on the real estate identified in Exhibit B.

D. PROHIBITION OF LOT SPLITS. The real estate identified in

Exhibit B shall not be reduced by lot split or subdivision without the written consent of the Grantors, so long as Grantors still own any portion of Exhibit A.

E. USE OF PROPERTY. The real estate subject to these covenants shall not be used for the following:

- 1) Assembly, disassembly, or general service work on any vehicle equipment or farm equipment unless such work is performed in an enclosed garage or building thereon.
- 2) No signs or billboards shall be erected on the real estate, except for portable signs limited in size to six square feet advertising the real estate for sale.
- 3) Hunting or target shooting is allowed by the Owners of Exhibit B and their invitees, but shall not be allowed within 100 feet of the boundary of the real estate, and the owners of Exhibit B shall not allow firearm or archery projectiles to exit the premises when fired in conformity of the foregoing restriction.
- 4) No commercial business of any kind shall be operated on the real estate subject to these covenants.
- 5) The premises may not be used in any way for any purpose which may endanger the health or unreasonably disturb the owners of any other parcel of land covered by these covenant, nor shall any parcel allow the dumping of trash, ashes or other refuse to be thrown, placed, dumped, stored on any parcel covered herein; nor shall such refuse be permitted to blow from any parcel onto the other parcels covered by these covenants.
- 6) No business activities of any kind shall be conducted on any parcel except for businesses operated within the residential structures located on the real estate which do not require customers, clients, vendors or suppliers to visit the property.
- 7) The owners of Exhibit B shall not permit excessive tree removal on Exhibit B except for the purpose of constructing a single family residence and outbuildings thereon.

F. COMPLIANCE WITH STATE AND FEDERAL LAWS. All building and land uses within this development shall comply with all local, state and federal rules and regulations.

G. MAINTENANCE OF ACCESS ROAD. The owners of Exhibit B shall be responsible for 1/3 of the cost of the maintenance of the access road crossing Exhibit A. Grantors, or their successors and/or assigns, shall have the sole control over maintaining said road, and the Owners of Exhibit B shall pay their share of maintenance costs with 14 days

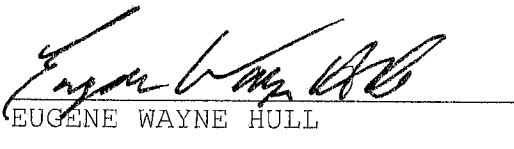
after receiving a written statement of costs.

H. COVENANTS RUN WITH THE LAND IN PERPETUITY. These covenants shall run with the land and shall be binding on the real estate for 30 years from the date of recording of same. These covenants shall automatically renew for successive 10 year periods unless at least two-thirds of land owners in the Northwest Quarter of the Southeast Quarter of Section 33, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska file a written notice of intent to terminate the covenants prior to the date 30 years after recording of same. Grantors reserve the right to amend the covenants during the first five years after filing of these covenants if the real estate identified in Exhibit B is sold within 5 years of the date of filing the covenants.

Dated this 9 day of July, 2014.



JERRY ALLEN HENSLER

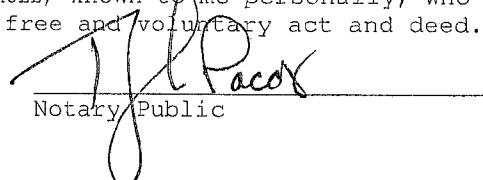


EUGENE WAYNE HULL

State of Nebraska)
 Saunder) ss.
County of Douglas)

Subscribed and sworn to before me this 9 day of July, 2014, by JERRY ALLEN HENSLER and EUGENE WAYNE HULL, known to me personally, who acknowledged their signatures thereon as their free and voluntary act and deed.





Notary Public

EXHIBIT A

Part of Northwest Quarter of the Southeast Quarter of Section 33, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska more particularly described as follows:

COMMENCING at the south quarter corner of said Section 33, and assuming the South line of the Southeast Quarter of said section to bear S 90 00'E, thence N0°04'31"W a distance of 2132.28 feet; thence S89°56'44"E a distance of 501.76 feet; thence S0°04'31"E a distance of 246.49 feet; thence N89°55'29"E a distance of 174.99 feet to THE POINT OF BEGINNING: thence continuing N89°55'29"E a distance of 63.01 feet; thence N0°04'31"W a distance of 756.17 feet to the north

line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence S89°56'44"E a distance of 578.98 feet to the northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence S0°06'20"E on the east line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 926.40 feet; thence N89°56'44"W a distance of 714.59 feet; thence N5°54'16"W a distance of 32.00 feet; thence N28°12'49"E a distance of 128.43 feet; thence N30°00'29"E a distance of 28.89 feet to the point of beginning, containing 12.74 acres, more or less.

AND

COMMENCING at the south quarter corner of said Section 33, and assuming the South line of the Southeast Quarter of said section to bear S90°00'E, thence N0°04'31"W on the west line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 1432.86 feet to the POINT OF BEGINNING; said point lying on the centerline of a county road; thence continuing N0°04'31"W on said west line a distance of 699.42 feet; thence S89°56'44"E a distance of 501.76 feet; thence S0°04'31"E a distance of 246.49 feet; thence N89°55'29"E a distance of 174.99 feet; thence S30°00'29"W a distance of 28.89 feet; thence S28°12'49"W a distance of 128.43 feet; thence S5°54'16"E a distance of 240.01 feet; thence S35°09'26"W a distance of 102.84 feet; thence S62°25'51"W a distance of 185.25 feet; thence S44°22'50"W a distance of 294.02 feet to the centerline of a county road; thence N32°52'22"W on said centerline a distance of 362.20 feet to the point of beginning, containing 11.09 acres, more or less.

AND

COMMENCING at the south quarter corner of said Section 33, and assuming the South line of the Southeast Quarter of said section to bear S90°00'E, thence N0°04'31"W on the west line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 1432.86 feet to the centerline of the county road; thence continuing S32°52'22"E on said centerline a distance 362.20 feet to the POINT OF BEGINNING: thence continuing S32°52'22"E on said centerline a distance of 294.86 feet to the northwesterly line of a tract recorded in Deed Book 122, Page 408 in the office of the Washington County Clerk; thence along the margin of said tract as follows:

N57°10'E a distance of 30.16 feet; thence S32°50'E a distance of 200.00 feet; thence N57°10'E a distance of 7.00 feet; thence S32°50'E a distance of 100 feet; thence N57°10'E a distance of 35.00 feet; thence S32°50'E a distance of 1.56 feet to the north line of a tract recorded in Deed Book 109, Page 444 in the office of the Washington County Clerk; thence N42°21'06"E a distance of 638.49 feet to the northeast corner of said tract; thence

N59°29'30"E a distance of 358.28 feet to a point on the east line of said NW¼SE¼ 1320.74 feet south of the northeast corner thereof; thence N0°06'20"W on said east line a distance of 394.34 feet; thence N89°56'44"W a distance of 714.59 feet; thence S5°54'16"E a distance of 208.01 feet; thence S35°09'26"W a distance of 102.84 feet; thence S62°25'51"W a distance of 185.25 feet; thence S44°22'50"W a distance of 294.02 feet to the point of beginning, containing 15.12 acres, more or less.

EXHIBIT B

Part of Northwest Quarter of the Southeast Quarter of Section 33, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska more particularly described as follows:

COMMENCING at the south quarter corner of said Section 33, and assuming the South line of the Southeast Quarter of said section to bear S 90°00'E, thence N0°04'31"W a distance of 2132.28 feet; thence S89°56'44"E a distance of 501.76 feet; thence S0°04'31"E a distance of 246.49 feet; thence N89°55'29"E a distance of 174.99 feet to THE POINT OF BEGINNING: thence continuing N89°55'29"E a distance of 63.01 feet; thence N0°04'31"W a distance of 756.17 feet to the north line of said NW¼SE¼; thence S89°56'44"E a distance of 578.98 feet to the northeast corner of said NW¼SE¼; thence S0°06'20"E on the east line of said NW¼SE¼ a distance of 926.40 feet; thence N89°56'44"W a distance of 714.59 feet; thence N5°54'16"W a distance of 32.00 feet; thence N28°12'49"E a distance of 128.43 feet; thence N30°00'29"E a distance of 28.89 feet to the point of beginning, containing 12.74 acres, more or less.