

## 1265

## AGREEMENT

KNOW ALL MEN BY THESE PRESENTS;

That Wayne A. Elsele, Ernest N. Taylor and Lydia H. Taylor are the owners of:  
HERITAGE HILLS SUBDIVISION, in Scotts Bluff County, Nebraska.

SUBJECT to existing easements, rights-of-way, reservations and restrictions of record.

That for and in consideration of inducing the purchase of building plots in said area described in the preceding paragraph, the undersigned do hereby agree to and for ourselves and each of our heirs, executors, administrators, successors and assigns, as follows:

That for the purpose of making said area a desirable residential district, we agree, for the consideration hereinbefore recited, to the following restrictions and protective covenants.

## RESTRICTIVE AND PROTECTIVE COVENANTS

1. All lots within said addition shall be known and described as residential lots.
2. No structure shall be erected, altered, placed or permitted to remain on any building plot other than a single family dwelling and a garage for not more than three cars, except as follows:
  - (a) Other accessory buildings incidental to the use of the main dwelling are not to be excluded.
3. No dwelling shall be erected or placed on any building plot having an area of less than five acres. One house only shall be permitted per five acres.
4. No mobile home, double wide trailer home or trailer shall be permitted. Basements, garages or other outbuildings erected in said addition shall not be, at any time, used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No residence shall be constructed having less than 1200 square feet of living area, exclusive of garage. No houses shall be moved onto premises except new houses that have not been previously lived in.
5. No noxious or offensive trade or activities 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. There shall never at any time be erected, permitted, maintained, or carried on upon said property or any part thereof any workshop with power equipment for milling wood on a commercial basis, or a building for any other business or industrial use not specifically mentioned herein.
6. All buildings and structures commenced in said addition shall be completed within one (1) year after the start of construction thereof.
  - (a) All septic tanks and drain fields shall be located at least 100 feet from any lot line and well.
  - (b) Irrigation of land, from private wells, shall not exceed one half acre per five acre tract which may be used for lawns and gardens.
7. No sign or other advertising device of any character shall be erected or maintained on any part of said property, except that: (a) on any one lot or building site one sign, not larger than four (4) square feet, advertising the property for sale or rent, may be erected and maintained; and (b) declarants may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their operations and for the development, improvement, subdivision and sale of said property.

8. No livestock shall be permitted except 1 horse, 1 cow or calf, 2 dogs & 2 cats per five (5) acres of land. In no case shall a commercial livestock operation be carried on except as incidental to grazing the unsold portion of the subdivision.

9. There shall be no hunting or trapping of wild game or fowl at any time permitted, either in season or otherwise.

10. There shall be no open dumping of garbage or any other refuse permitted. All garbage cans shall have lids, said lids to be used to cover cans at all times.

11. There shall be no storing of junk, debris, materials, supplies, old machinery and vehicles not in reasonable regular use in the open other than licensed operable vehicles.

12. All conveyances within the subdivision are subject to rights of way of drainage waterways and utility installations within said subdivisions.

13. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the first day of January, 1999, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the building plots it is agreed to change said covenants in whole or in part, except as otherwise herein provided.

14. In the event the parties hereto, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or addition to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violations.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

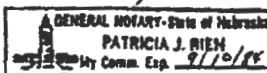
IN WITNESS WHEREOF, we have hereunto set our hands this 11<sup>th</sup> day of March, 1983.

Wayne A. Elsele  
Wayne A. Elsele

Ernest N. Taylor  
Ernest N. Taylor

Lydia H. Taylor  
Lydia H. Taylor

STATE OF NEBRASKA )  
SCOTT'S BLUFF COUNTY ) SS.



On this 11<sup>th</sup> day of March, 1983, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Wayne A. Elsele, Ernest N. Taylor and Lydia H. Taylor, to me known to be the identical persons whose names are affixed to the above instrument and they acknowledged the execution thereof to me to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal the day and year last above written.

State of Nebraska, Scotts Bluff County ss.  
Entered in Numerical Index and filed for record the 31 day of March 1983  
at 9:51 o'clock A.M., and recorded in Book 129 of Miscellaneous  
on page 18  
Mary J. Sellen  
Register of Deeds  
By \_\_\_\_\_ Deputy



Patricia J. Riem  
Notary Public

Ed 625  
Wayne Elsele  
Box 825  
Oak

5  
Kellian:  
Jerald L. Ostdiek  
P.O. Box 419  
Scottsbluff, NE 69363

Inst. 2000 - 05705

RECORDED  
SCOTTS BLUFF COUNTY, NE

'00 OCT 4 PM 3 23

NUM PAGES 7  
DOC NO \_\_\_\_\_ PD \_\_\_\_\_ CHG \_\_\_\_\_ RET \_\_\_\_\_  
FEES 65.00 PD  CHG \_\_\_\_\_ RET \_\_\_\_\_  
TOWN \_\_\_\_\_ BY \_\_\_\_\_  
CR NUM 02 BY \_\_\_\_\_  
REC'D \_\_\_\_\_

NUM. INDEX B3  
COMPUTER B  
PICTURED 1  
IMAGED \_\_\_\_\_

Jean A. Bauer  
REGISTER OF DEEDS

RECEIVED JUN 23 2000

AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That a majority of the owners of the building lots of HERITAGE HILLS SUBDIVISION, (Lots 1 thru 60 inclusive) in Scotts Bluff County, Nebraska, as evidenced by the signatures hereafter, do hereby agree to and vote to change and amend the restrictive and protective covenants filed previously herein on March 31<sup>st</sup>, 1983 at Book 109, Page 18 of Miscellaneous Records in Scotts Bluff County as follows:

Paragraph four shall be amended to read as follows:

No mobile home (which shall include modular home), double wide trailer home or trailer shall be permitted. Basements, garages or other outbuildings erected in said addition shall not be, at any time, used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No residence shall be constructed having less than 1200 square feet of living area, exclusive of garage. No houses shall be moved onto premises except new houses that have not been previously lived in.

The remaining restrictive and protective covenants shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 8<sup>th</sup> day of June, 2000.

Harold F. Gasby (2 lots) lots 13+14  
Steven Landrum (1 lot) lot 19  
Addison A. Hulse (1 lot) lot 27  
Tim Butler (2 lots) lots 49 + 50  
Susan Becker (1 lot) lot 15  
Kim Helder (1 lot) lot 52  
Joe Brown (1 lot) lot 33  
Ernest K. Bussinger (5 lots) lots 30, 31, 32, 34 + 35  
Jerome Benez (1 lot) lot 51  
Daniel Neagoy (1 lot) lot 25  
Max Schwader (2 lots) lots 11 + 12



Inst. 2000 - 05705

Inst. ~~W000~~ WITHDRAWN 339

Edward C. Collins (1 lot) Lot 29\*

Ray A. Steinwert (2 lots) Lots 53+54\*

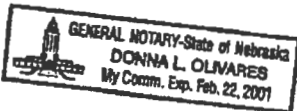
STATE OF NEBRASKA )

COUNTY OF Scotts Bluff ) ss

On this 14<sup>th</sup> day of June, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

Donna L. Olivares  
Notary Public



Edward C. Collins 2 lots Lots 42+43\*

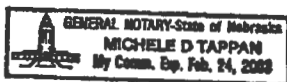
STATE OF NEBRASKA )

COUNTY OF SCOTTSBLUFF ) ss

On this 16<sup>th</sup> day of JUNE, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

Michele D. Tappan  
Notary Public

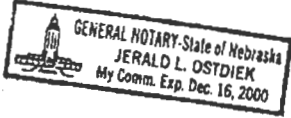


Kathleen Hans (2 lots) lots 4 & 5  
\_\_\_\_\_

STATE OF Nebraska )  
COUNTY OF Scotts Bluff ) ss

On this 24<sup>th</sup> day of July, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.



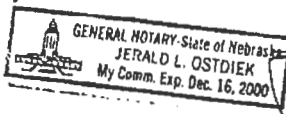
[Signature]  
Notary Public

Carolyn L. VanRatten lot 21<sup>st</sup>  
\_\_\_\_\_

STATE OF Nebraska )  
COUNTY OF Scotts Bluff ) ss

On this 3<sup>rd</sup> day of August, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.



[Signature]  
Notary Public



Inst. 2000 - 05705

Inst. 2000 WITHDRAWN 05339

AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS

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The remaining restrictive and protective covenants shall remain in full force and effect.

IN WITNESS WHEREOF, we have herunto set our hands this 28<sup>th</sup> day of June, 2000.

John A. Schenema / lot 47<sup>x</sup>

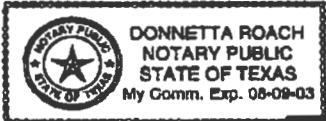
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STATE OF Texas )  
COUNTY OF Tarrant ) ss

On this 28<sup>th</sup> day of June, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written

Donetta Roach  
Notary Public





[Signature] 1/lot  
[Signature] Lot 18<sup>x</sup>

STATE OF Montana )  
 ) ss  
COUNTY OF Cascade )

On this 19 day of June, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

[Signature]  
Notary Public  
Expiration date 3/3/02



I am notarizing the two above signatures on this page as they appeared before me.

Daniel Brott Lot 26<sup>x</sup>  
Melisa Brott

[Signature]  
[Signature]

STATE OF Nebraska )  
 ) ss  
COUNTY OF Scottsbluff )

On this 20<sup>th</sup> day of June July, 2000, before me the undersigned, a notary public duly commissioned and qualified for and in said county, personally came the above persons known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year above written.

[Signature]  
Notary Public

