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Lancaster County, NE Assessor/Register of Deeds Office RESCOV

Pages: 3

Restrictive Covenants - Corrected

The signers of this document are the Titleholders (Hometown Handyman, Inc. – 80% ownership interest and Haven Properties, LLC- 20% ownership interest) of the real estate legally described below:

All of SE1/4 of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska, except Lot 40.

<u>Lot 42</u> Irregular Tract, Located in the North Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

Now known as:

Lot 1, Bobcat Prairie Addition, Lancaster County, Nebraska Lot 2, Bobcat Prairie Addition, Lancaster County, Nebraska Outlot A, Bobcat Prairie Addition, Lancaster County, Nebraska

<u>Lot 43</u> Irregular Tract, Located in the South Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

<u>Lot 44</u> Irregular Tract, Located in the South Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

<u>Lot 45</u> Irregular Tract, Located in the South Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

<u>Lot 46</u> Irregular Tract, Located in the North Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

<u>Lot 47</u> Irregular Tract, Located in the North Half of the Southeast Quarter of Section 26 Township 09 North, Range 05 East of the 6th P.M., Lancaster County, Nebraska.

Bobcat Prairie Addition Association (Corporation) may be incorporated in Nebraska for the purpose of enforcing Restrictive Covenants established upon the lots and maintaining and administering the Private Shared Driveway. Lot 46 is exempt from the shared driveway expenses and any future association dues that arise due to the shared driveway. The affairs of the Corporation are conducted by the Board of Directors (Board). The owners within the lots may elect to operate as an incorporated association after all of the lots are sold. Until such time, the titleholders listed originally will have all voting rights. Once all of the lots are sold, each lot owner shall have one voting right.

For the Purposes of these Restrictive Covenants, Hometown Handyman, Inc and Haven Properties, LLC or their designated agent shall be the owner. These Restrictive Covenants are established upon the Real Estate.

- 1. Residential and agricultural uses only.
- 2. House must:
 - a. Contain a minimum of 1,200 square feet, not including the garage if a single-story house: and
 - b. Contain a minimum of 1,000 square feet on the mail floor, not including the garage, and a minimum of 500 square feet on the second floor if a two-story house.
- 3. No mobile homes will be allowed to be lived in or stored on the lots.
- 4. No existing structures shall be moved onto the property without written approval of a majority of the lot owners of the plat.
- 5. No RV's or campers will be used as temporary (longer than 10 days) or permanent residences.
- No activity shall be carried on which may endanger the health or unreasonably disturb the quiet enjoyment of the owners or occupants on adjoining lots.
- 7. No activity shall be carried on which may become an annoyance or nuisance to the owners or occupants of adjoining lots. Activities like a feed lot, commercial enterprise, junk yards or large outdoor accumulations of salvage equipment or vehicles, or activities that would not be allowed by county regulations within the current zoning regulations.
- 8. All dwellings and Structures will be built in conformity with the requirements of applicable building codes of the City of Lincoln, Nebraska and/or Lancaster County, Nebraska.
- 9. All sites will allow for a permanent utility easement, only if needed and only if suitable water is not located on an individual site. A twenty-foot utility easement would be given to provide for the maintenance of and installation of said well, equipment and water lines to provide another site with water using the shortest path to an exterior property line and then extending within the utility easement to the adjoining site or a shared community well system could be developed be the owners of the sites, if needed.

10. The drive existing in the 60' wide permanent access and utility easement running along the north side of the 1/16th line of the SE1/4 of Section 26, Range 9 East, Township 5 North of P. M., Lancaster County, Nebraska; running east and west from SW 70th street to the west boundary SE1/4 of Section 26, is for the purpose of providing access and utilities to Lots 42 (Now known as: Lot 1, Bobcat Prairie Addition, Lancaster County, Nebraska, Lot 2, Bobcat Prairie Addition, Lancaster County, Nebraska, and Outlot A, Bobcat Prairie Addition, Lancaster County, Nebraska), 43, 44, 45, and 47. All drive maintenance and repair costs, including snow removal, will be shared equally between the owners of Lots 42 (Now known as: Lot 1, Bobcat Prairie Addition, Lancaster County, Nebraska, Lot 2, Bobcat Prairie Addition, Lancaster County, Nebraska, and Outlot A, Bobcat Prairie Addition, Lancaster County, Nebraska), 43, 44, 45, and 47 (Lot 46 is exempt from this Covenant #10 only).

- Hometown Handyman Inc.

President: Ryan J. Omel

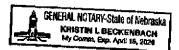
20% Owner - Haven Properties LLC

Owner: Mark P. Lorenz

STATE OF NEBRASKA, COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me on this 31 st day of May, 2022, By Ryan J. Omel.

Notary Stamp



STATE OF NEBRASKA, COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me on this 31 day of May By Mark P. Lorenz.

Notary Stamp

GENERAL NOTARY - State of Nebraska GREG HEINZMANN My Comm. Exp. April 10, 2024