

\$62.50

Dan Galte

REGISTER OF DEEDS

INST NO 2002

2002 FEB 21 P 3:06

012187

LANCASTER COUNTY, NE

BLOCK  
NO  
CODE

IROARC

CHECKED

ENTERED

INDEXED

\$5.00 LONG

PROTECTIVE COVENANTS

OF

IRONHORSE ACRES

The undersigned (TITLEHOLDERS) are the Owners and Titleholders of the following-described real estate:

Lots One (1) through Twelve (12), Ironhorse Acres Addition, Lancaster County, Nebraska (collectively referred to as the "IRONHORSE ACRES LOTS"); and

Outlot A (A ROADWAY DESIGNATED AS IRONHORSE COURT) and Outlot C (THE LAKE, COMMON OPEN SPACE, AND BLANKET UTILITY EASEMENTS), Ironhorse Acres Addition, Lancaster County, Nebraska (IRONHORSE COMMONS); and

Outlot B, Ironhorse Acres Addition, Lancaster County, Nebraska (HELMINK LOT)

The Ironhorse Acres Lots are sometimes collectively referred to below as the "Ironhorse Lots". The "Ironhorse Commons" shall also include the trails, drainage facilities and property over which easements are reserved as set forth in the final plat and in Paragraph 19 of these Protective Covenants.

For purposes of these Protective Covenants, Kirk Helmink or his successors or assigns shall be referred to as "OWNER".

Ironhorse Acres Association (IRONHORSE ASSOCIATION) has been incorporated in the State of Nebraska for the purposes of enforcing the Protective Covenants established upon the Ironhorse Lots and the Helmink Lot and of administering and maintaining the Ironhorse Commons.

The Ironhorse Lots, Helmink Lots and the Commons (collectively referred to as the "PROPERTIES"), are hereby made subject to the Protective Covenants set forth herein:

1. **Use:** No Ironhorse Lot within the Properties shall be used other than for single family detached residential purposes, subject to all of the restrictions set forth herein. No business or commercial enterprise is permitted on any Lot.

2. **Approval of Plans:** Owner shall have the exclusive right to establish grades and slopes for all lots and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the real estate. Plans for any building or other improvement to be placed or constructed upon any lot shall be submitted to Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from Owner and shown of record. Written approval or disapproval of the plans shall be given by Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Owner shall have the exclusive right to disapprove the plans, if in Owner's opinion the plans do not conform to the general standard of development within the real estate. In no event shall plans be approved for:

- (1) A single story residence of less floor area than 1,800 square feet;
- (2) A one and one-half story residence of less floor area than 1,800 square feet or less first floor area than 1,250 square feet;
- (3) A two story residence of less floor area than 2,000 square feet or less first floor area than 1,200 square feet;
- (4) A split level residence of less floor area than 1,800 square feet or less main floor area than 1,500 square feet.

3. **Building Requirements:** No more than three buildings, including the main residence, shall be placed or constructed upon any lot. No partially completed dwelling or temporary building, no trailer, no motor home, no motor vehicle, no tent, no camper, no shack or garage, no stable or outbuilding on any lot shall be used as a residence at any time. Each single-family dwelling shall have an attached garage capable of holding a minimum of two full-sized vehicles. No log cabin homes, dome homes, earthen homes, A-frame

homes or prefabricated homes shall be permitted. All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln and the County of Lancaster, State of Nebraska. Any portion of any foundation that is left exposed must be painted with a color that matches the approved color scheme of the residence. Any building or residence constructed upon any lots shall be completed within twelve months from and after commencement of construction of said building, other than force majeure.

4. **Temporary Structures:** No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot shall be used as either a temporary or permanent residence.

5. **Completion of Construction.** Except for Owner, commencement of construction of the single-family residence and improvements shall commence within one year of the date of purchase of a lot. Any building or improvement placed or constructed upon any lot within the property shall be completed within one year after the commencement of construction unless extended by Owner at the time of plan approval.

6. **Nuisance:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood and the subdivision. There shall be no discharging of firearms within the subdivision. Said lots shall not be used in any way or for any purpose which may endanger the health or reasonably disturb the quiet of other lot owners or any owner of adjoining lands. Any home-based business activity of a lot owner shall be carried out in conformity with the requirements of applicable statutes of the County of Lancaster, Nebraska. Commercial vehicles, construction, or like equipment, mobile or stationary trailers of all kinds shall be stored in a permanent structure. No lot shall be maintained or used as a dumping ground for rubbish. All waste, garbage, and trash must be kept in sanitary containers. All garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of adjoining lot owners and roads. No portion of said real estate shall be used as a junk yard, or for the dismantling of motor vehicles, implements or machinery.

7. **Septic Systems and Wells.** All septic systems and wells must be located, constructed and operated in compliance with all health regulations which are applicable. Experimental systems may be used if a conventional septic system cannot be used. No open sewage lagoons will be placed or permitted on any part of the subdivision without written consent of Owner. Plans for said septic tank systems and water wells shall be approved by the City-County Health Department prior to construction. No owner of any lot shall drill any wells other than a well for water or approved heating and cooling system.

8. **Tanks.** No elevated tanks of any kind shall be erected, placed or permitted on any part of the subdivision. Any tanks for use in connection with any residence, including tanks for storage of fuels, must be buried, or set on the ground and hidden sufficiently.

9. **Signs:** No advertising signs, billboards, or other advertising devices shall be permitted on any lot. However, Owner may erect signs advertising lots for sale and a sign advertising a single lot for sale may be erected upon any lot.

10. **Recreational Vehicles:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 21 days per year.

11. **Easements.** Easements for installation and maintenance of utilities, drainage facilities and trails are reserved as shown on the final recorded plat. No walls, fences, structures, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement area reserved for the installation and maintenance of utilities or drainage as shown on the recorded plat if such wall, fence, structure or planting would damage or interfere with the installation or maintenance of any such utilities, change the direction of flow of the surface water drainage channels in any easement area, or obstruct or retard the flow of water through any drainage channels over the easement area, or otherwise.

12. **Topography.** Approved drainage patterns established by grading and as shown on the final plat must be permanently maintained. Finish grading by a lot owner shall comply with the approved drainage pattern. If a lot owner changes the drainage patterns or directs drainage across adjacent properties, such lot owner shall be liable for all damages to the property or properties and shall be required to re-establish the approved drainage pattern.

13. **Animals.** Except as provided herein, no animals, livestock, chickens or swine shall be kept, raised, maintained, or bred on said real property or any portion thereof. The only animals permitted shall be cats, dogs, house pets kept for personal or family purposes, and horses. There shall be a maximum of three dogs per lot and one horse per acre for each lot. (Examples: for 3.0 acre lot - 3 horses; for 3.9 acre lot - 3 horses; for 4-acre lot - 4 horses). Riding horses may be kept for personal or family purposes only if suitable stables are provided. All stables and accessory outbuildings of any character used in connection with such animals shall be located and maintained so that they will not be offensive to the occupants of adjoining lots. All animals,

except cats, shall be confined to the area owned by the owner of such animal unless the owner or family member is accompanying the animal. No animals may be bred or raised for sale or for any commercial purpose.

14. **Towers.** No commercial radio or TV towers shall be erected, placed or permitted upon any part of the Ironhorse Acres Addition. Hobby radio antennas and satellite dishes shall be located, screened and maintained so that they will not be obtrusive to neighboring homes. No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground except within a building.

15. **Conveyance of Ironhorse Commons:** Owner shall convey the Ironhorse Commons to the Ironhorse Association, free from encumbrance, prior to the date Class B Membership in the Ironhorse Association converts to Class A Membership.

16. **Membership in Ironhorse Association:** Every person who becomes a titleholder of a fee or undivided fee interest in any Ironhorse Lot shall be a member of the Ironhorse Association. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

a. **Membership:** The Ironhorse Association shall have two classes of membership:

Class A membership shall include all members of the Ironhorse Association except the Owner and any successor in interest. Each Class A member of the Ironhorse Association shall be entitled to all the rights of membership and to one vote for each lot in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot.

Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to three votes for each lot in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership when nine Ironhorse Lots have been sold, or on December 31, 2003, whichever first occurs.

17. **Use of Commons, Lake And Shore Area:** Each Lot owner shall have the exclusive use of the shore area and a distance into the lake of 30 feet from the owner's lot line for the width of the owner's Lot, except that the owner may not violate any of these covenants in such use. Subject thereto, and subject to these Protective Covenants, each member of the Ironhorse Association shall have the right to use and enjoy the Ironhorse Commons and

shall have an easement upon the Ironhorse Commons for the use thereof, which shall be appurtenant to the interest requisite for membership. In addition, however, the use of the lake, the shore area and the remaining property constituting the Commons shall be subject to reasonable rules and regulations of the Ironhorse Association, its successors and assigns, including the type, nature, power, and ownership of boats and other craft permitted upon the lake, the type, nature, size and location of docks, piers or any other structures placed in the lake or extending into the lake from shore, the location and nature of storage of any craft while not in use; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the water whatsoever, provided that such regulations shall be for the purpose of protecting the collective interests and safety of homeowners in Ironhorse Acres Addition. Attached hereto are the initial Rules and Regulations for Use of Ironhorse Commons, which may be amended from time to time by a two-thirds vote of the Association Board.

18. **Rights in Ironhorse Commons:** The rights and easements of the members of the Ironhorse Association shall be subject to:

- a. The right of the Ironhorse Association to borrow money for the purpose of improving the Ironhorse Commons and to mortgage the Ironhorse Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Ironhorse Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Ironhorse Commons by the members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Ironhorse Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.
- b. The right of the Ironhorse Association to take any steps reasonably necessary to protect the Ironhorse Commons against foreclosure.
- c. The right of the Ironhorse Association to charge reasonable admission and other fees for the use of the facilities.
- d. The right of the Ironhorse Association to dedicate or convey all or any part of the Ironhorse Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a

special meeting of the members, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

19. **Maintenance of Ironhorse Commons:** The Ironhorse Association covenants and each member of the Ironhorse Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Ironhorse Commons together with the trails, drainage facilities and other easements as set forth in the final plat of Ironhorse Acres, which covenants by the members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Ironhorse Commons. Annual and special assessments shall be uniform as to each Ironhorse Lot. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of the assessment, shall bear interest at the rate of 14 percent per annum until paid, and when shown of record shall be a lien upon the lot assessed. In the discretion of the Board, assessments may be billed annually, quarterly or monthly, and shall be due immediately and delinquent 30 days after billing. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Ironhorse Association. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

20. **Additions:** The Owner may add additional contiguous or adjacent real estate to the Ironhorse Lots or the Ironhorse Commons, at any time, without the consent of the members of the Ironhorse Association. Additions shall be made by the execution and recordation of Protective Covenants upon the additional real estate, making the addition subject to these Protective Covenants.

21. **Amendments:** These Protective Covenants may be terminated, amended or modified, in writing, by the owners of two-thirds of the Ironhorse Lots, at any time.

22. **Covenants Running With the Land.** As to each Lot owner in Ironhorse Acres, these covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any of them or the continuance of any breach may be enjoined or remedied by appropriate proceedings at law or in equity by either the Owner or by any Lot owner in Ironhorse Acres, or by the Ironhorse Association. The proceedings may be to restrain such violation or to recover damages, and by the Ironhorse Association



*Mark B. Geist*

Mark B. Geist

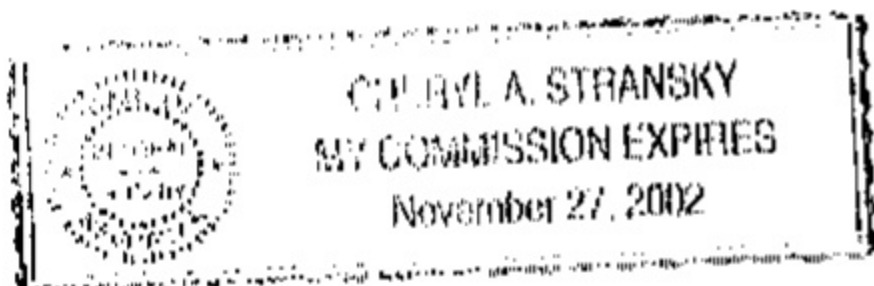
*Suzanne C. Geist*

Suzanne C. Geist

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was executed before me on the 26th day of November, 2001 by Mark B. Geist and Suzanne C. Geist, Husband and Wife.

*Caryl A. Stransky*  
Notary Public



**RULES AND REGULATIONS  
FOR USE OF  
IRONHORSE COMMONS**

Kirk Helmink and Marybeth Helmink, as Titleholders and Owners of the property constituting the Ironhorse Acres Commons (which properties will be conveyed to Ironhorse Homeowners Association), hereby adopt the following Rules and Regulations for use of the Commons, including the lake and shore area constituting a part of the Commons:

1. No gas-powered boat, water craft or other vessel shall be permitted on the lake for any purpose or at any time.

2. No person shall be allowed to discharge any gun or other firearm at any time or at any place in or upon the Commons or any lot in Ironhorse Acres.

3. No person shall use the Commons in any way or for any purpose which may endanger the health or reasonably disturb the quiet of any Ironhorse Acres lot owner or any owner of adjoining lands.

4. No person shall be permitted to use, store, possess or otherwise have or use any alcoholic beverage or any illegal drugs in or upon the Commons at any time.

5. Lot owners of Lots 1, 2 and 4 as shown on the final plat shall be entitled to construct a dock or pier which may extend outward from the shore a maximum of ten (10) feet from shore as exclusive private beach area. Dimensions and the nature, plans and specifications of such dock or pier construction and the method of marking private beach area shall be approved by the Owner; provided that Lots 1, 2 and 4 shall have the exclusive use of the shore area abutting their property, together with the exclusive use of the beach area for a distance extending into the lake a distance of thirty (30) feet parallel with the width of such lot lines. Permission to pass through the private waterfront property on Lots 1, 2 and 4 shall be given by the owner of such lot on an individual basis in the discretion of such lot owner.

6. Ironhorse Lake will be stocked with fish based upon Nebraska Fish & Game Guidelines for a balanced fishery. No lot owner or any other person is permitted to release any species of

fish into the lake other than large-mouth bass, bluegill and channel catfish. The dumping of or use of minnows, chubs, goldfish or any other live-bait fish in the lake is strictly prohibited. Non-fish live bait such as worms or crawfish are permissible.

7. Fishing in the lake is reserved exclusively for residents of Ironhorse Acres and their invited guests. Any person fishing in the lake must have a valid fishing license from the State of Nebraska.

8. The lake shall be catch-and-release until June 1, 2006. After this date, the fish may be harvested according to the Game & Parks Regulations for each species of fish; subject, however, to further regulation by the Association.

9. No swimming will be allowed in the lake except by each Lot owner and his invited guests may swim within twenty (20) feet of the shore line parallel to such owner's Lot line.

10. No heavy trucks or vehicles will be allowed on that part of the Commons consisting of land which would be injurious to the land or otherwise constitute a nuisance or be unduly noisy or bothersome to residents of Ironhorse Acres.