

# 220 ACREAGE



## LOTS FOR SALE BY OWNER

\*Owner has the right to reject any and all bids\*

### Utilities Included:

- Power from NPPD
- City Water
- Phone/Internet From Hartington Telephone
- Easements Ordinances
- Accepting offers starting on September 1, 2021 at 8:00 a.m.

For additional information, go to our  
Facebook page: @220Acreage or contact:  
Craig Wortmann - 402.617.6472 or craigpande@gmail.com  
Jesse Hochstein - 402.841.5953

RESTRICTIVE COVENANTS  
OF  
220 Acres  
a Subdivision of the SE1/4 of Section 25, Township 31 North,  
Range 1 East of the 6th Principal Meridian, Cedar County, Nebraska

As part of the dedication of the property herein platted as 220 ACRES A SUBDIVISION OF THE SE1/4 OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, CEDAR COUNTY, NEBRASKA, legally described as:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, and Lot 16, All in 220 Acres a Subdivision of the SE1/4 of Section 25, Township 31 North, Range 1 East of the 6th Principal Meridian, Cedar County, Nebraska

The following Restrictive Covenants and Building Restrictions are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described property, which Covenants and Restrictions run with the title to said real estate and are binding upon all present and future owners of all or any part of said real estate until or unless changed, modified, or terminated by a majority of the landowners of the lots upon the execution and recording of an instrument in writing duly acknowledged; PROVIDED that no such modification shall be effective to prohibit or restrict a use permitted under these Covenants and Restrictions.

1. The property shall not be used for commercial purposes or as a personal storage facility of any kind. If an accessory structure is built before a single family dwelling the owner will need to build a permanent dwelling as listed below within five years of start of accessory structure.
2. No lot shall be used except for residential purposes. Each lot shall have a classification use as a single family dwelling unit. No mobile homes or double-wide mobile or manufactured housing units shall be permitted, erect or used as a residence or outbuilding. Modular units shall be permitted provided they meet all other space and use requirements. No previously constructed dwelling or building may be moved onto any of the land or lots herein.
3. No dwelling of less than 1,100 square feet of floor space on the first floor, exclusive of garage, shall be permitted on any lot.
4. No structure of a temporary character, trailer, basement house, tent, shack, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
5. Before the construction of any structure (single family dwelling or accessory structures) or before the placement of any structure on any lot on the above described premises the owner thereof shall have approval from the Homeowners Association and a building permit approved by the City of Hartington, Cedar County, Nebraska.

6. No animals, livestock, or poultry or any other kind of animals shall be raised, bred, or kept on lot except that of dogs, cats, or other household pets can be kept, provided they are not kept, bred, or maintained for any commercial purpose.
7. No noxious or offensive trade or activities shall be carried on upon any lot or plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level and all lots and plots shall be kept free of all types of trash and debris.
8. No signs promoting or advertising commercial activity of any kind shall be permitted to be placed on the property.
9. The exterior of the home color must be consistent with a more traditional house color that typifies a more natural and neutral tone color/scheme and not any unnatural/untypical bold color.
10. All construction of single family dwellings and accessory structures shall be new. All construction must be built at a minimum to Uniform Building Code standards.
11. Owner must provide erosion control while home is being constructed and until grass or sod is in place and the owner must have minimal landscaping of seeding or sod in place (weather permitting), within ninety (90) days after completion of the house.
12. No lot shall be sub-divided into smaller lots, nor be sold, conveyed or encumbered in less than the full dimensions of said lots, according to the Final Plat, except for public utility easement.
13. No farm equipment or unlicensed vehicles of any kind, except hereinafter provided, shall be stored or parked on any Lot, except in a closed garage.
14. No parking of any kind shall be allowed in the forty (40) foot easement fronting all lots as shown on the Final Plat.
15. Use of firearms in the subdivision is prohibited except in areas that may be designated for such purpose by Developer or Association.
16. No commercial-type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage. For the purpose of this covenant, a 1-ton or smaller vehicle (commonly known as a pickup-truck) shall not be deemed to be a commercial vehicle or truck.
17. No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily) nearer to the street than the front of the Living Unit situated thereon.
18. If the present or future owners of any said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Restrictive Covenants, it shall be lawful for the other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.
19. Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Plumbing and Electric Service, Inc., has caused these Protective Covenants to be executed and binding upon the above described property this \_\_\_\_ day of \_\_\_\_\_, 2021.

**Plumbing and Electric Service, Inc.**

\_\_\_\_\_  
By: Craig Wortmann, Member/Manager

STATE OF NEBRASKA)  
  )ss  
County of Cedar                               )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021, by Craig Wortmann, Member/Manager of Plumbing and Electric Service, Inc.

EASEMENT AND AGREEMENT  
OF  
220 ACRES  
A SUBDIVISION OF THE SE1/4 OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 1  
EAST OF THE 6TH PRINCIPAL MERIDIAN, CEDAR COUNTY, NEBRASKA

This Easement and Agreement made this \_\_\_\_ day of \_\_\_\_, 2021, by  
Plumbing and Electric Services, Inc., (hereinafter "Grantor"), WITNESSETH:

WHEREAS, Grantor is seised of fee simple title to the property legally described as:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, and Lot 16, All in 220 Acres a Subdivision of the SE1/4 of Section 25, Township 31 North, Range 1 East of the 6th Principal Meridian, Cedar County, Nebraska

And,

WHEREAS, all of said lots are in need of a road for ingress and egress and there is currently a road and right-of-way located on the front 40 feet of each lot (Jipper Lane and Alice Lane); and,

WHEREAS, Grantor desires to create an easement or right-of-way over and across all of the lots of 220 Acres Subdivision to allow all lots ingress and egress and access to utilities.

NOW THEREFORE, in pursuance of said agreement and other valuable consideration, Grantor states and agrees as follows:

1. Grantor grants to the Grantees and owners of the individual lots in 220 Acres Subdivision as described herein and their heirs and assigns full right and free liberty for them, and their licensees, in common with all others having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of land conveyed to said Grantees an easement for construction, maintenance, repair, replacement, and use of the road and right-of-way over and across the front 40 feet of any said lots to have and to hold said easement hereby granted unto the Grantee or owners of any said lots, their heirs and assigns as appurtenant to the land owned by them.
2. The road located on the front 40 feet of each lot shall be operated and maintained jointly by the owners of each individual lot through a joint ownership association to be known as "220 Acre Association" (hereinafter "Association"), to consist of one of the owners of each of said lots. In the event of the transfer of title of any lot to another party, the new owner shall become a member of the Association.

3. The Association referred to in the prior paragraph shall organize by electing one of its members chair and one of its members secretary-treasurer. The member shall serve without compensation. The Association may at such time as it sees fit, employ contractors to repair and maintain the roads known as Jipper Lane and Alice Lane as shown on the Final Plat of 220 Acres. The Association will keep a record of its acts and doings and shall hold special meeting upon notice and at such times and places as it shall determine. A majority of the members of the Association shall constitute a quorum for any meeting. Annual dues will be set at \$400.
4. Said Jipper Lane and Alice Lane shall be shared equally among all of the owners of the tracts in said subdivision and the expenses to repair, maintain, and replace the existing road shall be shared equally among the lots. An annual fee shall be determined by the Association and deposited in the bank of the Association's choosing to provide for expenses of repair and maintenance of the road. In the event that expenses exceed the amount in the account, the Association shall assess the additional costs equally to the owners of said lots.
5. The Association shall have sole and exclusive jurisdiction over said Jipper Lane and Alice Lane and of all repairs, additions, improvements, replacements, or enlargements of the same. The Association shall have the right of ingress and egress on the front 40 feet of any lot in the subdivision for purpose of making repairs, additions, improvements, replacements, or enlargements.
6. The owner of each individual lot shall indemnify and save harmless the Association or any of the individual owners from any and all loss, claims, damage, causes of action or actions which may arise though or because of the use of the land for repair, maintenance, replacement, or improvement of the road or utilities.

IN WITNESS WHEREOF, Plumbing and Electric Service, Inc., has caused this Easement and Agreement to be executed and binding upon the above described property this \_\_\_\_ day of \_\_\_\_\_, 2021.

**Plumbing & Electric Service, Inc.**

\_\_\_\_\_ )  
By: Craig Wortmann, Member/Manager

STATE OF NEBRASKA )  
  )ss  
County of Cedar                      )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021, by Craig Wortmann, Member/Manager of Plumbing Electric Service, Inc.