

FILED

COVENANTS FOR KAHNK ADDITION
WASHINGTON COUNTY, NEBRASKA

98 AUG 28 PM 4:21

KNOW ALL MEN BY THESE PRESENTS THAT:

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
OLGA W. HERR

COUNTRY ACRES HOMES, LLC, a Nebraska Limited Liability Company, being the fee owner of all of the lots in Kahnk Addition, a replat of Lots 7, 8, 9 and 10, McKillips Addition, Village of Kennard, Washington County, Nebraska, as platted in Book 2 at Page 965-966 in the office of the Register of Deeds of Washington County, Nebraska, and legally described as follows, to wit:

Part of Lots 7 and 8, and all of Lots 9 and 10, of McKillips Addition to the Village of Kennard, Washington County, Nebraska, being described as follows: Beginning at the Northwest Corner of Lot 4, of Westview Subdivision, to the Village of Kennard, this point also being on the East line of Lot 7, of said McKillips Addition; thence S°00'01'13"E (Assumed Bearing) on said East line, a distance of 170.00 feet to the Southeast Corner of Said Lot 7; thence continuing S00°01'13"E, a distance of 70.00 feet to the Northeast Corner of Lot 10, of said McKillips Addition; thence SO°01'13"E on the East Line of said Lot 10, a distance of 339.42 feet to the Southeast Corner of said Lot 10; thence N90°00'00" W on the South line of said McKillips Addition, a distance of 660.94 feet to the Southwest Corner of Lot 9, of said McKillips Addition, this point also being on the West line of the East Half of the Northwest Quarter of Section 5, Township 17 North, Range 11 East of the Sixth P.M., Washington County, Nebraska; thence N00°05'22"E on the West line of said McKillips Addition, also the West line of said East Half, a distance of 750.00 feet to the Northwest Corner of said McKillips Addition; thence S89°58'37"E on the North Line of said McKillips Addition, a distance of 250.00 feet; thence S00°05'22"W parallel with the West line of said McKillips Addition, a distance of 170.12 feet; thence S89°57'02"E, a distance of 409.83 feet to the point of beginning, containing 9.76 acres, more or less.

does hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said Addition may be put, hereby specifying that the said declarations shall constitute covenants to run with all of the lots in said Addition, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Addition, this declaration of restrictions being designed for the purpose of keeping said Addition desirable, uniform and suitable in use as herein specified, such restrictions to be and remain in effect for a period of ten (10) years from the date hereof, and to continue in effect for succeeding period of ten (10) years each unless hereafter removed by force of law or modified or removed by agreement of the then owners of a sixty percent (60%) majority in interest of the lots in said Addition, and does hereby further declare that these covenants shall be deemed effective and binding upon the recording of these covenants and of the consents to these covenants executed and acknowledged by the owners of all of said lots so sold, such declarations being as follows:

1. Each lot shall be used exclusively for single-family residential purposes.
2. No single-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.
3. No structures, such as trailers, tents, mobile units, double wides, basement house, garages, barns, campers, motor homes, mobile home, modular homes, pre-fabricated homes, or unfinished buildings shall be erected, or placed on residential lots for the purpose of temporary or permanent quarters.
4. The minimum size of permanently enclosed living space shall be 1,200 square feet per home, excluding basement area, with 900 square feet to be on the main floor.
5. Each dwelling shall also have an attached private garage not less than twenty feet (20') feet by twenty feet (20') in size.
6. All drives must be hard surfaced from street to garage.
7. Driveway approaches on each lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.
8. Exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.
9. No stables or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted on remain on any lot, except that a dog house constructed for one dog shall be permitted. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.
10. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage refuse, rubble or cutting shall be deposited on any street, road or lot. No clothes line shall be permitted outside of any dwelling at any time except one retractable clothes line per lot.

11. All weeds and grass shall be kept to a maximum height of eight inches (8") above ground level. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous diseased or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.
12. There shall be no accumulation of junk, debris or offensive materials on any lot.
13. No noxious or offensive trade or activity 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.
14. Campers of any variety must be parked behind front line of home. Also, any form of equipment must be kept behind front line of home.
15. No husbandry of either animals or fowls shall be conducted or maintained in said Addition; provided, however, that house pets only shall be excluded from this restriction. Pets must be kept on a leash, or be under control of the owner.

If the Grantees, their heirs, or assigns, of any lot in the Addition, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the grantors, or the owner or owners of any other lots in the Addition, to prosecute any proceeding at law or in equity, including injunctive relief, against the person or persons violating or attempting to violate any such covenants.

IN WITNESS WHEREOF, the declarant has caused these presents to be executed this 28 day of August, 1998.

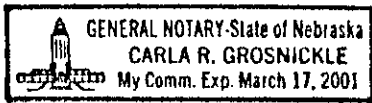
COUNTRY ACRES HOMES, LLC, a
Nebraska Limited Liability Company

By Roland R. Kahnk
Roland R. Kahnk, Authorized
Management Board Member

STATE OF NEBRASKA)
)
COUNTY OF WASHINGTON) SS

Acknowledged before me this 25th day of August, 1998, by ROLAND R. KAHNK, in his capacity as Authorized Management Board Member of COUNTRY ACRES HOMES, LLC, a Nebraska Limited Liability Company, personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Carla R. Grosnickle
Notary Public



Recorded _____
General _____
Numerical ✓ _____
Photostat _____
Proofer _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 984182
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 25th DAY OF August A.D. 1998
AT 4:21 O'CLOCK P M AND RECORDED IN BOOK
288 AT PAGE 227-230
COUNTY CLERK Charlotte L. Peterson
DEPUTY Maren Madson