

372-
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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 22 DAY OF August A.D. 2002
AT 11:04 O'CLOCK A M AND RECORDED IN BOOK
372 AT PAGE 76-83
COUNTY CLERK Charlotte L. Petersen
DEPUTY Cherry Foubler

FILED

02 AUG 22 AM 11:04

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

Recorded
General
Numerical
Photostat
Proofed

**AMENDED COVENANTS FOR KAHNK ADDITION
WASHINGTON COUNTY, NEBRASKA**

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTRY ACRES HOMES, LLC, a Nebraska Limited Liability Company, and the undersigned lot owners, being the fee owners 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 S0°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.

do hereby amend said declarations in their entirety as to limitations, restrictions and uses to which the lots constituting said Addition may be put, hereby specifying that the said amended 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 amended 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 as amended 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 amended 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 stories in height.
3. No structures, such as trailers, tents, mobile units, double wides, basement house, garages, barns, campers, motor homes, mobile 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.
5. Each dwelling shall also have a private garage not less than twenty feet (20') by twenty feet (20') in size.
6. 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.
7. 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.
8. 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 home.
9. No incinerator or trash burner shall be permitted on any lot. 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.

10. 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.
11. There shall be ^{no} accumulation of junk, debris or offensive materials on any lot.
12. 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.
13. 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.
14. No husbandry of either animal 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 declarants have caused these presents to be executed on the dates hereto.

8-17-02
Date

COUNTRY ACRES HOME, LLC, a
Nebraska Limited Liability Company

By Linda L. Kahnk
Linda L. Kahnk, Authorized
Management Board Member

8/19/02
Date

George D. Pearson
George D. Pearson, Lot Owner (Lot 2, Block 2)

8/19/02
Date

Pamela R. Pearson
Pamela R. Pearson, Lot Owner (Lot 2, Block 2)

8/19/02
Date

Howard N. Cook
Howard N. Cook, Lot Owner (Lot 1, Block 2)

8/19/02
Date

Annabel Cook
Annabel Cook, Lot Owner (Lot 1, Block 2)

8-19-02
Date

Scott A. Coufal
Scott A. Coufal, Lot Owner (Lot 1, Block 1)

8-19-02
Date

Katherine Coufal
Katherine Coufal, Lot Owner (Lot 1, Block 1)

Two Rivers State Bank, Lot Owner (Lot 1,
Block 4)

8/19/2002
Date

By Ch. Schme E.O.P.

8-19-2002
Date

Vern F. Bertram
Vern F. Bertram Lot Owner (Lot 2, Block 4)

8/19/02
Date

Kathleen J. Bertram
Kathleen J. Bertram, Lot Owner (Lot 2, Block 4)

8/19/02
Date

Samuel S. Buntin
Samuel S. Buntin, Lot Owner (Lot 3, Block 4)

8/19/02
Date

Cindy K. Buntin
Cindy K. Buntin, Lot Owner (Lot 3, Block 4)

8-19-02
Date

Roland R. Kahnk
Roland R. Kahnk, Lot Owner (Lot 2, Block 3)

8-19-02
Date

Linda L. Kahnk
Linda L. Kahnk, Lot Owner (Lot 2, Block 3)

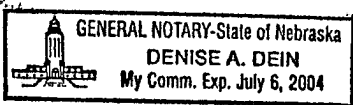
Estate of Daniel L. Kahnk, Lot Owner (Lot 1,
Block 3)

8-19-02
Date

By Linda L. Kahnk, P.R.
Linda L. Kahnk, Personal Representative

STATE OF NEBRASKA)
) SS
COUNTY OF Washington)

Acknowledged before me this 19th day of August, 2002, by LINDA L. KAHNK, in her 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 her voluntary act and deed.



Denise A. Dein
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Washington)

Acknowledged before me this 19th day of August, 2002, by George D. Pearson and Pamela R. Pearson, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.



Janelle A. Crone
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Washington)

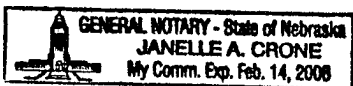
Acknowledged before me this 19th day of August, 2002, by Howard N. Cook and Annabel Cook, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.



Janelle A. Crone
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

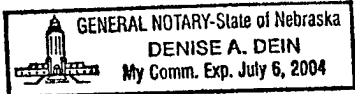
Acknowledged before me this 19th day of August, 2002, by Scott Coufal and Katherine Coufal, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.



Janelle A. Crone
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

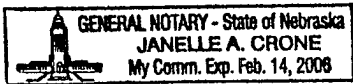
Acknowledged before me this 19th day of August, 2002, by Lloyd Schove in his/her capacity as Exec. Vice-President of Two Rivers State Bank, personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his/her voluntary act and deed.



Denise A. Dein
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

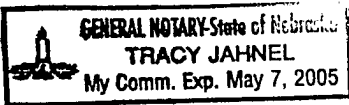
Acknowledged before me this 19th day of August, 2002, by Vern F. Bertram personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.



Janelle A. Crone
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

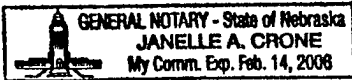
Acknowledged before me this 19th day of August, 2002, by Kathleen J. Bertram, personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be her voluntary act and deed.



Tracy Jahnke
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

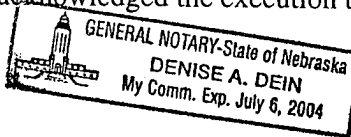
Acknowledged before me this 19th day of August, 2002, by Samuel S. Buntin and Cindy K. Buntin, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.



Janelle A. Crone
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF Washington)

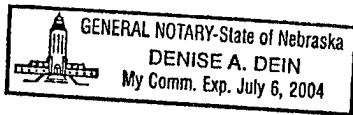
Acknowledged before me this 19th day of August, 2002, by Roland R. Kahnk and Linda L. Kahnk, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.



Denise A. Dein
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Washington

Acknowledged before me this 19th day of August, 2002, by Linda L. Kahnk, Personal Representative of the Estate of Daniel L. Kahnk, personally known to me to be the identical person whose names are affixed to the foregoing document and acknowledged the execution thereof to be her voluntary act and deed.



Denise A. Dein
Notary Public