

241 STATE OF NEBRASKA, COUNTY OF OTOE, Filed for
record in the REGISTER OF DEEDS, April 23, 1896,
at 10:19 A. M, recorded in Book # 71 of MISCEL,
Page 119, Adam Shayer, Register of Deeds,
Fee: \$ 28.00 By: Adam Shayer, Deputy,
Entered Indexed Paged Compared

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Whereas the undersigned K.Y.P., Inc., being the sole owner of Lots 1 through 16, inclusive, KYP Subdivision, part of the Southwest Quarter of Section 11, Township 8 North, Range 13, East of the 6th P.M., Otoe County, Nebraska, as described in the Surveyor's Certificate, on the Plat of said Subdivision as Recorded in Book 6 Plats, Page 53 in the Office of the Register of Deeds of Otoe County, Nebraska, desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within "KYP Subdivision".

Now, therefore, there are hereby created, declared and established in "KYP Subdivision", Otoe County, Nebraska, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision; that the dedication to public use and the provision for public utility easements shall be perpetual and all other restrictive covenants, reservations and requirements shall run with the land and shall remain in full force and effect and shall be binding on all parties and all persons acquiring title for a period of fifty (50) years from the date hereof, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots in such subdivision, whichever event shall occur first.

If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any 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 covenant, and to either prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. the undersigned reserve the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deem it necessary, or advisable in unusual circumstances or to prevent hardship.

A. RESIDENTIAL RESTRICTIONS: All lots except Lot 1, shall be used only for single-family residential purposes except for such lots, or portions thereof, as may hereafter be conveyed or dedicated for public, church, educational or charitable uses.

The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than the following minimum sizes on the following lots and any lots thereafter created in above subdivision:

1. In Lots Two (2) through Sixteen (16), both inclusive, the residential structure shall contain not less than 1,500 square feet for one story and for one and one-half story and two story dwellings not less than 1,200 square feet on main level.

2. For each single family dwelling there shall also be erected a private garage of a maximum three car capacity which must be attached to the residential dwelling. All driveways shall be paved with concrete or asphalt.

No other outbuildings shall be nearer than 50 feet to the front lot line, nor nearer than 25 feet to the side lot line. In the case of a corner lot, the other outbuildings shall not be nearer than 25 feet to the side street lot line. All such outbuildings shall be constructed of the same material as the principal residential dwelling and shall correspond with the architecture of the residential structure.

3. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

4. There shall be no exposed concrete block or poured concrete foundation walls on the front side of the residential structure, and in the case of a corner lot both the front and side of the dwelling foundation facing the street shall be considered as the front side for the purposes of this restriction.

5. SET BACK LINE: No building or any part thereof, including garages and porches, shall be erected on any lot closer than forty-three (43) feet to the front lot line, or closer than twenty-five (25) feet to either side lot line, or closer than fifty (50) feet to the rear lot line. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirement and the other street-side yard shall be not less than one-half of the front yard requirement.

B. UNIFORM GENERAL RESTRICTIONS;

1. EASEMENTS: Easements are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone and electricity for the benefit of the public, quasi public and private utilities, over, upon and under a ten (10) foot strip of land along the rear and side boundaries of each and every lot. An easement is expressly reserved for the creation, construction and maintenance of a water line over, upon and under a six foot strip of land along the front boundary of each and every lot for Rural Water District No. 1 of Otoe County, Nebraska. Private wells or cisterns of any type will not be permitted.

2. COUNTY REQUIREMENTS: All buildings within the properties shall be constructed in conformity with the requirements of the applicable building codes of Otoe County, Nebraska.

3. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties. However, the owner or owner's representative may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot or home for sale may be erected upon any lot.

4. ANIMALS: "Generally recognized" household pets as approved by K.Y.P., Inc. Household pets shall be kept at all times on the pet-owners lot. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose. Outdoor kennels shall be subject to the approval of K.Y.P., Inc.

5. NUISANCES: 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. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned. Trucks, in excess of one ton capacity, or trailers, including camping trailers, boats and boat trailers, and recreational vehicles are prohibited within the boundaries of all lots except on a temporary basis (maximum 30 days).

6. TEMPORARY STRUCTURES: No structure or vehicle of any temporary character, or basement or outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No residence building which may have been constructed in some other location shall be moved onto, located or assembled anywhere within this subdivision.

7. DIRT FROM EXCAVATIONS: All dirt from the excavation of basements shall be removed from the premises or distributed in such manner as not to change the general contour of the land.

8. FENCES: No fences or hedges shall be erected or maintained on the property of such subdivision which shall unreasonably restrict or block the view of an adjoining lot or which shall materially impair the continuity of the general landscaping plan of such subdivision. For this purpose a hedge or fence should, if possible, be maintained at no greater height than four feet, and no wall or fence shall be erected or placed within the front setback lines or any lot, unless such a wall or fence shall be ornamental and a desirable feature and shall not in any manner impair the general scheme of the subdivision area. Any fence or hedge along the back lot line that adjoins the Golf Course shall require approval by K.Y.P., Inc., before such fence or hedge is constructed.

9. TREES: At the time of the initial occupancy of the main residential structure, the then owner shall plant, and there shall hereafter be maintained in a growing state by the owners, at least one deciduous tree with a minimum trunk diameter of three inches; said tree to be located in the front yard at least ten feet from the lot line.

10. BUILDING PLANS: Plans and specifications for all structures must be submitted to K.Y.P., Inc., or their successors or assigns, for written approval as to quality of workmanship and materials, harmony of exterior design, size and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction. The exposed foundation wall or walls, which face the street including both streets of a corner lot on all main residential structures, must be constructed of or faced with brick or stone.

FIRST AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, the undersigned, K.Y.P, Inc., being the majority owner of lots 1 through 16, inclusive, KYP Subdivision, part of the Southwest Quarter of Section 11, Township 8 North, Range 13, East of the 6th P.M., Otoe County, Nebraska, have caused to be recorded Protective Covenants with the office of the Register of Deeds of Otoe County, Nebraska, recorded at Book 71 of the Miscellaneous Records, page 119 of the Records of said office, and,

WHEREAS, it is the desire of the undersigned to amend said covenants.

NOW, THEREFORE, the undersigned, being the sole shareholders in said corporation and all of its officers, hereby amend Covenant #10 to read as follows:

10. BUILDING PLANS. Building plans and specifications for all structures must be submitted to K.Y.P, Inc. or their successors or assigns, for written approval as to type and method of construction, quality of workmanship and materials, harmony of exterior design, size and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction. The exposed foundation wall or walls, which face the street including both streets of a corner lot on all main residential structures, must be constructed of or faced with brick or stone. Approval shall be at the sole discretion of K. Y. P., Inc. or their successors or assigns.

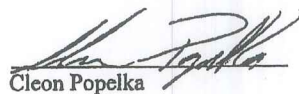
All other protective covenants of the subdivision heretofore filed shall remain in full force and effect, except as herein amended. All of said protective covenants, as amended, are affirmed and ratified by the undersigned who constitute all of the members of the board of directors of the corporation and all of its officers.

IN WITNESS WHEREOF, the undersigned being the owner of the majority of said real estate, have caused these presents to be duly executed this 16 day of September, 1996.

K.Y.P., Inc.

By:


Dennis Krog


Cleon Popelka


Bradley K. Yost

STATE OF NEBRASKA]
] ss.
COUNTY OF OTTOE]

The foregoing instrument was acknowledged before me on Sept 16th, 1996 by BRADLEY K. YOST, President of K.Y.P., Inc., a Nebraska Corporation.

Janice L. Denton
Notary Public



204 STATE OF NEBRASKA, COUNTY OF OTTOE, Filed for record in the REGISTER OF DEEDS, Sept 24, 1996 at 1:10 P.M., recorded in Book # 71 of Miscel., Page 336, Fee: \$ 18.00 By Glen Thayer, Register of Deeds, Deputy. Entered [checked] Indexed [checked] Paged [checked] Compared [checked]