

PROTECTIVE COVENANTS

KENDEL CORPORATION, A CORPORATION

TO WHOM IT MAY CONCERN:

The undersigned, KENDEL CORPORATION, A Nebraska Corporation, hereinafter called "KENDEL", being the owner of all of Lots One (1) through Forty-four (44), inclusive, Kendel Heights, an addition to the City of Plattsmouth, as surveyed, platted and recorded in Cass County, Nebraska, does hereby make, declare and publish that the said lots referred to are and shall be owned, conveyed and held under and subject to the following conditions and restrictions, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2½) stories in height together with a private garage, attached breezeways and other out buildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garages, attached breezeways and other out buildings incidental to residential use. The term "Lot" as used herein, shall mean a lot as now platted, the total width of which at the front line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel.

2. No such building shall be located on any of said lots nearer than Twenty-five (25) feet to the front lot line of any lot or Twenty-five (25) feet to the rear lot line, now shall any such

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COMPARED

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dwelling, except a detached garage, be located nearer than Five (5) feet from any sideline of any lot. On corner lots used for single family dwellings, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements, and the other street-side yard shall be not less than one-half ($\frac{1}{2}$) of the applicable front yard requirement. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that no part of any structure shall be permitted to encroach upon or hang over a lot owned by a person other than the owner of the lot on which such building is located. In the event that the Board of Appeals or other appropriate governmental authority, permits a lesser lot area or front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals or other appropriate governmental authority.

3. All homes constructed shall meet the following provisions, to-wit: The ground floor enclosed area of every single floor dwelling, including but not limited to, ranch, split-level, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall not be less than One Thousand (1000) square feet. The ground floor enclosed area of any two (2) story or one and one-half ($1\frac{1}{2}$) story homes, exclusive of open porches, open breezeways, basements and garages shall not be less than Eight Hundred (800) square feet.

4. A perpetual license and easement is hereby reserved in favor of and granted to Loup City Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and

renew underground cables and conduits or poles with necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat, and power and for telephone, telegraph and message service under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said sideline easement is granted upon the condition that if both of said companies fail to install cables, conduits or poles along any such side lot line within thirty-six (36) months after the date hereof or if any such installation is made but is thereafter removed, without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot lines.

5. 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 lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept,

bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building set back line applicable thereto.

7. Public concrete sidewalks, four (4) feet wide and four (4) inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable, laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of homes constructed on said lots shall be painted in such color of the house so constructed.

8. All plumbing, electrical wiring, telephone services, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located underground.

9. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until April 1, 2000, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer

upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

10. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Kendel reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in Kendel's discretion, Kendel deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Kendel.

11. All rights, powers and privileges herein reserved by or vested in Kendel shall in all respects inure and apply to Kendel's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Kendel.

12. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

DATED this 1 day of April, 1975.

KENDEL CORPORATION,
A Corporation,

By Kenneth L. Stahl
Kenneth L. Stahl



