

# CARDINAL HEIGHTS

## RESTRICTIVE COVENANTS

Brandt Family, LLC, a Nebraska Limited Liability Company (hereinafter "Developer") is the Owner of various lots in the following described real estate:

A Tract of Land located in part of the NE 1/4 of the SW 1/4, Section 2, Township 8 North, Range 10 East of the 6<sup>th</sup> P.M., Otoe County, Nebraska. More particularly described as follows: Consisting of Lots 1 thru 7 and referred to as Cardinal Heights.

These Restrictive covenants are to be established upon the properties

1. Use. No lot within the properties shall be used other than for single family residential purposes. No lot may be further subdivided.
2. Completion of Construction. Any building placed or constructed upon any lot within the properties shall be completed within twelve months after the issuance of a building permit and/or commencement of construction. Prior to commencing construction, a driveway shall be constructed and rocked or paved.
3. Antennas. No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building, and except a satellite dish.
4. Building Plans. Developer shall have the right to review grades and slopes of all lots for conformity with the general development of the existing properties and topography. Plans for any improvement to be placed or constructed upon any lot within the properties shall be submitted to Developer and shall show the general design and size for the building or improvement and the site plan for the lot. Approval of the plans shall not be unreasonably withheld, or if disapproved by Developer, a written statement of the reasons for the disapproval will be provided along with suggestions for mitigating Developer's concerns. No lot owner will change the grade of his or her lot so as to discharge water on a neighboring lot in a manner that will damage said neighboring lot. No lot owner shall place a mobile home on the lot. All residences shall have a minimum of 1500 square feet of main floor living space, and twenty (20) percent of the front of the home shall have brick, engineered stone, real stone, or some type of approved stucco system. Sewage lagoons are not permitted on any of the lots.
5. Grassed Areas and Yards. All Lots shall, upon completion of a dwelling and prior to any person occupying the home, be landscaped in front and grassed in accordance with plans

submitted to, and approved by, the Developer. The Developer encourages that the area of the yard that should be sodded, that area to include the entire Front Yard and that portion of the Rear Yard extending at least thirty (30) feet beyond the back of the house. Developer also encourages that the yard be serviced by an in ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy condition. Each Owner shall maintain all areas between the Owner's Lot and the road, including culverts.

6. Sheds and/or Outbuildings. The maximum square footage of out buildings and/or sheds shall be no larger than 30'X40' or 1200 square foot, with side walls 10' or less. The location of the outbuilding should be east of the residence, with final approval of the Developer, before applying for a building permit. The building may be of standing seam metal roofing or better and the color aesthetically similar in color and building material to the personal residence.
7. Pools. Above-ground pools must be approved by the Developer. All above ground pools shall include a deck surrounding the pool. All in ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool. All pools shall be located in the rear yard. All pools must be surrounded by a fence approved by the Developer. All pool enclosures, including screening, must be approved by the Developer.
8. County and City Requirements. All building within the properties shall be constructed in conformity with the requirements of the applicable building codes of applicable authority in Otoe County, Nebraska.
9. Temporary Structures. No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the properties shall be used as either a temporary or permanent residence, except with the written approval of Developer.
10. Nuisance. No noxious or offensive activity shall be conducted or permitted upon any lot within the properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots, including, but not limited to dumping of trash, storing abandoned vehicles, and failing to maintain the yard.
11. Signs. No permanent advertising signs, billboards, or other advertising devices shall be permitted on any lot within the properties. However, Developer signs advertising lots for sale within the properties, and signs advertising a single lot for sale may be erected upon any lot.

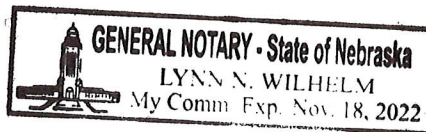
12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the properties for any commercial breeding purpose. Dogs and cats are subject to County or City ordinances.
13. Commons Area. There is no commons area.
14. Amendments. These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under Owner. These Restrictive Covenants may be terminated or modified, in writing, by two-thirds (2/3) of the property owners after Developer sells the last lot.
15. Enforcement. The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the corporation, may be to enforce any lien or obligation created hereby.
16. Severability. The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

DATE this 30<sup>th</sup> day of September, 2022.

BRANDT FAMILY, LLC.

BY: Robert W Brandt  
Robert W. Brandt, Managing Member

State of Nebraska )  
Country of Ne ) SS.



The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2022, by Robert W. Brandt, Managing Member on behalf of Brandt Family LLC.

Lynn N. Wilhelm  
Notary Public