

## **RESTRICTIVE COVENANTS**

The Community Development Agency of the City of Henderson, Nebraska, a public body corporate and politic (“Owner”) as owner and developer of the real estate being subjected to these Restrictive Covenants (“Covenants”), executes these Covenants as the 20th day of March, 2025.

### **RECITALS**

A. Owner is the owner of certain real estate legally defined as follows:

Lots Three (3) through Seven (7), Block Three (3); Lot One (1), Block Four (4); Lots One (1) through Eight (8), Block Five (5); Lots One (1) through Eight (8), Block Six (6); Lots One (1) through Ten (10), Block Seven (7); Highland Addition, City of Henderson, York County, Nebraska

(the “Lots”).

B. Owner is implementing a redevelopment project on the Lots and intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as “Homeowners”.

NOW THEREFORE, these Covenants are established upon the Lots as follows:

1. **USE:** No Lot shall be used other than for residential purposes, which for the purposes of these Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No Lot shall be used for any commercial use.
  
2. **CONSTRUCTION REQUIRED/NO VACANT LOTS:** Any purchase of a vacant Lot must commence construction on the dwelling unit within eighteen (18) months of closing on the Lot. Any building placed or constructed upon any Lot shall be completed within eighteen (18) months after the commencement of construction.
  
3. **GENERAL STANDARDS FOR DWELLING STRUCTURES AND IMPROVEMENTS:** The following general standards of development shall apply to all Lots:
  - a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,500 square feet with the exception of Block 3, Lots 3 – 6, which shall be a minimum of 1,200 square feet exclusive of basements, garages, porches, patios, decks or enclosed decks.

- b. The ground floor enclosed area of every one and one-half story or larger dwelling (exclusive of open porches, open breezeways, basements and garages) shall be not less than one thousand five hundred (1,500) square feet with the exception of Block 3, Lots 3 – 6, which shall be a minimum of 1,200 square feet exclusive of basements, garages, porches, patios, decks or enclosed decks.
- c. The ground floor enclosed area of every split-level type dwelling with a garage built under the dwelling shall have combined ground floor area, including the floor area above the garage (exclusive of open porches, open breezeways, basements and garages), of not less than one thousand five hundred (1,500) square feet with the exception of Block 3, Lots 3 – 6, which shall be a minimum of 1,200 square feet exclusive of basements, garages, porches, patios, decks or enclosed decks.
- d. The elevation for the finished ground floor for any dwelling shall be 24 inches minimum above the elevation of the center of the street directly in front of the dwelling and designed for proper storm water drainage.
- e. No building or dwelling house shall be moved into said subdivision and placed upon a Lot without permission of the developer. No trailer, camper, mobile home, tent, garage, shack, metal building or unsightly building shall be used in said subdivision as a dwelling at any time, nor shall any type structure of a temporary character be used as a residence.
- f. Each dwelling shall have a hard surface driveway of a minimum width of twenty (20) feet and shall be constructed of concrete. The driveway shall be installed at the time of the construction of the dwelling. Concrete will not extend into street right-of-way. No driveway will be constructed or maintained in a way that causes erosion or water damage to other Lots or roadways in the Subdivision.

Exterior lighting installed on any Lot shall not directly or indirectly disturb residents of adjacent property or be of such controlled focus and intensity as to disturb residents of adjacent property.

- g. Exterior Finish:
  - i. Exterior Materials: All exterior materials shall be of a white, gray, earth tone, or muted color palate.
  - i. Roofing Pitch and Materials: All dwellings shall have at least a 4/12 pitch and have a non-reflective roof material that is or simulates asphalt or wood shingles.
  - ii. Front of dwelling: Front Door must face the street and a minimum of 25% brick or stone is required on the exterior front of each dwelling. No form of concrete block shall be allowed for facing on any dwelling.
- h. Attached Garage: All dwellings shall have attached enclosed garages with a minimum of two stalls or structure as to allow ease of ingress and egress of a standard size automobile. All garages must be constructed to conform to the general appearance, composition and design of the dwelling.
- i. Fencing. Fencing shall not be constructed closer to the street than the front elevation of any dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Lots. Fencing must comply with all applicable zoning regulations.
- j. Dog Run or Kennel. Any dog run or kennel requires a building permit. Any dog run or kennel shall be kept in the rear yard of the property and adequately screened from view. Rear yard means that portion of the lot between the rear of the dwelling and the rear lot line. Covered or fenced enclosure may not be located within ten (10) feet of the property line of any adjacent property. No covered or fenced enclosure shall be located within forty (40) feet of any residential structure located on any other property. Minimum square footage shall follow the Animal Welfare Act (AWA) requirements and up to a maximum of three (3) dogs. Maximum floor area shall not exceed one hundred twenty (120) square feet and maximum height of six (6) feet.
- k. Landscaping. All front, side and rear yard areas shall be seeded or sodded within twelve (12) months after completion of any dwelling constructed within the Lots. Each Owner shall keep it properly watered, mowed and free from noxious weeds, rubbish, trash or junk of any kind.
- l. No mailbox shall be allowed to be erected in front of a residence. Use of Post Office Box or Community Mailbox shall be permitted.

- m. Erection of solar panels shall be allowed either on roof or rear property and shall meet all requirements of the Henderson Zoning Regulations, Section 9.10.
- n. Sidewalks shall be 4' wide with 4" thickness constructed 10' from back of curb. Sidewalks shall be constructed no later than six months after house construction is complete.

5. **CITY REQUIREMENTS:** All buildings within the Lots shall be constructed in conformity with the requirements of the applicable building codes of the City of Henderson, Nebraska ("City").
6. **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.
7. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted upon any Lot, 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.
8. **ANIMALS:** Animals, livestock, or poultry of any kind shall be permitted according to the city code only.
9. **BINDING ON ALL HOMEOWNERS:** Every person or entity who owns a Lot shall be bound by the provisions of these Covenants.
10. **GENERAL MAINTENANCE OBLIGATIONS:** Each Homeowner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout Lots. Each Homeowner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
11. **AMENDMENTS:** These Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner and Homeowners. These Covenants may be terminated or modified, in writing, by the owners of more than two-thirds of the Lots, at any time.

12. **ENFORCEMENT:** The enforcement of these Covenants may be by proceedings at law or in equity brought by the Owner of any Homeowner against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.
13. **SEVERABILITY:** The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.