

PROTECTIVE COVENANTS

FOR

FUXA ADDITION

Cass County, Nebraska

COMPARED

FILED FOR RECORD 8-19-90 AT 3:10 P.
BOOK 48 OF Map PAGE 584
REGISTER OF DEEDS, CASS CO., NE
Doc # 341 \$3350

THIS DECLARATION, made this 28 day of August, 1990, by Bob L. Fuxa and Patricia L. Fuxa, husband and wife, hereinafter called the Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Paragraph I of this Declaration, and is desirous of subjecting the real property described in said Paragraph I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definition of Terms

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Association" shall refer to the Homeowners Association of the tract covered by these covenants of any extension thereof as herein provided.

I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Cass, State of Nebraska, and is more particularly described as follows, to-wit:

COMPARED

Doc # 355
\$ 2950

Filed for Record: 8-22-90 AT 11:15 A.M.
in Book: 39 of: Misc Page: 118
Register of Deeds, Cass Co, NE Patricia Meisinger

Fuxa Addition Lots 1 through 9 and
future plattings.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

II

General Purposes of Conditions

The real property described in Paragraph I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites, except the lake area. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee consisting of Robert L. Fuxa and such other lot owners he shall appoint to serve with

him. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in the event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site less than 50 feet from the front lot line for all sites covered by these covenants, nor less than 12.5 feet from any side street line. No building shall be located less than 10 feet from any side lot line or 5 feet from any building on the same site, except a detached garage or other outbuilding located in the rear yard may be placed 5 feet from the side line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 6 feet.

D. No residential structure shall be erected or placed on any building site, which has an area of less than 10,000 square feet or a width of less than 25 feet at the front building setback for interior lots, and less than 100 feet for corner lots.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and seller shall determine what constitutes noxious or offensive activity, and said determination shall be complete and final.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than guest houses and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these

covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been architecturally approved by provisions of paragraph B hereof.

G. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1400 square feet in the case of a one-story structure or less than 1800 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. No animals or poultry of any kind other than house pets shall be kept or maintained overnight on any building site. Horses may be maintained overnight on designated area of the common grounds if the Homeowners Association, through its Board of Directors, adopts a policy permitting the same.

I. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be noxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or noxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

J. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or permitted to remain on any lot or portion thereof in this addition. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building line of the residence. All trucks having a capacity of over 3/4 of a ton shall be enclosed in structures, and such trucks shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennae may be erected on any lot or portion thereof without the prior written approval of the undersigned. No signs or billboard of any type of nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof.

K. All riparian rights or rights to use the lake are expressly reserved to seller. For future development, the use of the lake is a privilege to which the purchaser shall be entitled only by obtaining and maintaining membership in the Association in good standing. No rights to the use of the lake or any other facilities of the subdivision shall be transferred by conveyance of any lot except that nothing herein contained shall prohibit any lot owner's right of ingress and egress over the roads to his lot.

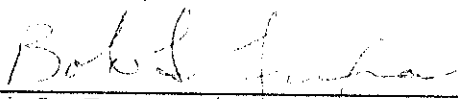
L. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of the Seller. Use of the lake shall be subject to the rules and regulations of the Homeowners Association. Seller reserves the use of the lake and other facilities for its corporate purposes without limitation.

M. The owner of each building site to which these covenants apply shall automatically become a member of the Homeowners Association and shall participate in the operation of the Association in accordance with the by-laws of the said Association.

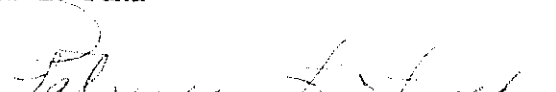
N. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August, 2000, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the then owners of the building sites covered by these covenants it is agreed to change said covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Fuxa Addition as provided in Paragraph 3, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



 Bob L. Fuxa



 Patricia L. Fuxa

August 19, 1996

*Please refer against Lots 10-26 incl., Fuxa Addition
 Nelson Casatti*

#1213

**AGREEMENT CONCERNING TELEPHONE FACILITIES
INSTALLED IN LAND DEVELOPMENTS OUTSIDE THE CORPORATE LIMITS,
CEDAR CREEK, NEBRASKA**

COMPARED

FILED FOR RECORD 11-13-95 AT 10:10A M
BY 47 (M) FILE 429
REGISTER OF DEEDS, CASS CO. NE
Doc # 213 - 1900

This agreement entered into and between Lincoln Telephone Company, Inc. (hereinafter (LT&T)), and Bob L. and Patricia L. Fuxa of Cedar Creek (hereinafter "Developer").

Whereas, Developer is currently developing a new subdivision in Cass County, Nebraska, known as "Fuxa Addition" (hereinafter "Development"), and distribution facilities to the Development.

Whereas, LT&T has agreed to provide such facilities to the Development without a security deposit being paid by the Developer prior to the start of the facility placement, if the developer complies with certain terms and conditions set forth in this document pertaining to charges for the new area of land development.

Now, therefore, the parties hereto agree follows:

(1) This agreement covers a Development which is described as follows: "Fuxa Addition, SW Quarter of Section 32, T13N, -R12E, of the 6th P.M., located in Cass County." Lots ten (10) through twenty-seven (27), ~~Cedar Creek Lakes~~

(2) This development contains the following number of lots: eighteen (18) lots in total. This agreement covers all eighteen (18).

(3) Developer states that it is the owner of the lots listed in Paragraph 2 above, and that if at least sixteen (16) of the lots in the Development are not improved within five years from the date the feeder and distribution facilities are installed in the Development, then the owner at that time of any unimproved lot shall owe LT&T a one-time construction charge of \$511.00 per lot that is unimproved in payment of LT&T's unused facilities. It is understood that a lot shall be considered unimproved if construction of a permanent structure has not commenced on that lot. For purposes of this agreement, construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental body.

(4) Developer agrees that this document will serve as a declaration of covenants pertaining to each and every lot in the development to be filed with the Register of Deeds in the County where the Development is located which contains a notice of assessment for telecommunications facilities furnished to the Development. It is further agreed that such notice shall state that should construction not be commenced on any lot covered by the declaration within five years from the date LT&T files a document with the Register of Deeds, giving notice that the installation of the feeder and distribution facilities for the development has been completed, then each such unimproved lot shall be subject to an assessment payable to LT&T or its successors a one-time construction charge of \$511.00 per lot. It is agreed that such notice shall state that such assessments shall be due and owing immediately upon the expiration of the five-year period, and if such assessment is not paid within sixty days after the sending of written notice by LT&T or its successors to the owner of an unimproved lot in the Development that such charge is due, then said assessment will begin drawing interest commencing upon the expiration of the sixty-day period at the rate of 12 percent per annum or the maximum rate allowed by law if said maximum rate is less than 12 percent per annum at that time.

(5) It is agreed that the assessment described in Paragraph 4 shall be void and nonassessable in the event construction shall have commenced on at least sixteen (16) of the lots covered by such declaration of covenants within five years from the date LT&T files its notice with the Register of Deeds.

#213

(6) LT&T agrees that upon being furnished satisfactory evidence that a declaration of covenants pertaining to each and every lot in the Development has been filed with the Register of Deeds in the County where the Development is located containing a notice of assessment for telecommunications facilities described in this agreement, LT&T will proceed to install feeder and distribution telecommunication facilities to the new Development without requiring any payment of a security deposit by the Developer prior to installation of the facilities.

Dated this 8th day of November 1995

Lincoln Telephone Company

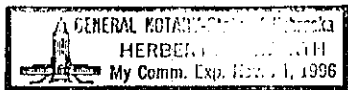
By DeLoyd B. Larsen

Bob L. Fuxa
(Developer)

Patricia L. Fuxa

STATE OF NEBRASKA, COUNTY OF CASS)) ss.

The foregoing instrument was acknowledged before me this 8th day of November 1995, by Bob L. Fuxa and Patricia L. Fuxa - Owners.

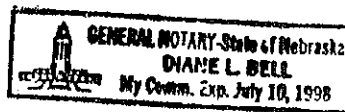


Herbert J. North
(Notary)

My Comm. Expires:

STATE OF NEBRASKA, COUNTY OF CASS)) ss.

The foregoing instrument was acknowledged before me this 8 day of November 1995, by DeLoyd B. Larsen, Customer Services Director - Lincoln, Telephone Company.



Diane L. Bell
(Notary)

My Comm. Expires:

7-10-98

MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described within the surveyor's certificate and embraced within this plat, as shown by the records of this office, this 8th day of March, 1995.

(CASS COUNTY)
(COUNTY TREASURER SEAL)
(NEBRASKA)

Richard Wassinger
RICHARD WASSINGER, CO. TREASURER

COUNTY ZONING ADMINISTRATOR'S CERTIFICATE

I hereby certify that this subdivision of land meets the criteria of an "ADMINISTRATIVE SUBDIVISION", as specified in the Cass County Zoning Ordinance, updated in 1983, including all amendments thereto.

Signed this 9th day of March, 1995.

Norris Franzen
NORRIS FRANZEN, CO. ZONING ADMIN.

PLAT

Bob L. Fuxa et ux
to
Public

(Filed in Plat Book 4, Page 45A)

FILED: 10 March 1995 2:04 P.M.
Patricia Meisinger, Register of Deeds
\$ 35.00 Doc.#171

FUXA ADDITION

LOTS 10 THROUGH 27, INCLUSIVE, BEING A PLATTING OF PART OF THE
SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 12 EAST OF
THE 6TH P.M., CASS COUNTY, NEBRASKA

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I made a boundary survey of the subdivision herein and that permanent corners have been set at all angle points and all ends of curves on the boundary of the plat and all corners, angle point, ends of curves and all witness corners of all lots and streets in said subdivision to be known as FUXA ADDITION (Lots 10 through 27, inclusive) being a platting of part of the Southwest Quarter of Section 32, Township 13 North, Range 12 East of the 6th P.M., Cass County, Nebraska, described as follows: Beginning at the southeast corner of Lot 183, CEDAR CREEK LAKES, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska; Thence North 19°37'30" East (bearings referenced to the CEDAR CREEK LAKES Final Plat) for 351.67 feet along the east line of said Lot 183, CEDAR CREEK LAKES to the northeast corner thereof; Thence North 66°47'36" East for 554.38 feet along the south line of the Platte River; Thence South 89°58'00" East for 160.80 feet along the South line of the Platte River; Thence South 43°02'55" East for 92.73 feet; Thence South 75°46'59" East for 191.50 feet; Thence South 12°33'19" West for 55.44 feet; Thence South 15°41'21" East for 377.61 feet; Thence South 31°56'10" West for 139.46 feet; Thence South 57°41'19" West for 260.92 feet; Thence South 82°17'34" West for 139.79 feet; Thence North 46°26'54" West for 225.72 feet; Thence South 50°18'22" West for 96.66 feet; Thence South 70°47'07" West for 250.00 feet to the east right-of-way line of Platte View Drive; Thence North 34°41'29" West for 166.45 feet to the east right-of-way line of Platte View Drive; Thence along a curve to the left (having a radius of 349.66 feet and a long chord bearing North 48°34'37" West for 167.83 feet) for an arc length of 169.48 feet along said east right-of-way line of Platte View Drive to the Point of beginning. Contains 14.98 acres.

Robert D. Proett
Robert D. Proett, L.S. #379
(NEBRASKA)
(REGISTERED LAND SURVEYOR)
(LS 379)
(ROBERT D. PROETT)

June 20, 1994
Date

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that we, BOB L. FUXA and PATRICIA L. FUXA (Husband and Wife), being the sole Owners of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown hereon, said subdivision to be hereafter known as FUXA ADDITION, (Lots 10 through 27, inclusive) and we do hereby ratify and approve of the disposition of our property as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, and the Lincoln Telephone and Telegraph Company, and to any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying of and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds, including signals provided by a cable television system, and the reception thereon, over, through, under and across a five (5') foot wide strip of land adjoining all front and side boundary lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided, however, that said easements are granted upon the specific condition that if any of said utility companies fail to utilize said easements within sixty (60) months of the date hereof, or if any poles, wires, or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then these shall automatically terminate and become void as to such unused or abandoned easement ways. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above

Bill Borden

MISCELLANEOUS RECORD NO. 14

51916-REDFIELD & COMPANY, INC., OMAHA

the adajent land is surveyed, platted and recorded if said sixteen (16') foot easemetn is not occupied by utility facilities and if requested by the Owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or right, herein granted.

Bob L. Fuxa
BOB L. FUXA

Patricia L. Fuxa
PATRICIA L. FUXA

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF CASS)

On this 30th day of June, 1994, before me, a Notary Public, duly commissioned and qualified, in and for said County, appeared BOB L. FUXA and PATRICIA L. FUXA, who are personally known to be to be the identical persons whose names are affixed to the above instrument, and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed.

WITNESS my hand and official seal the date last foresaid.

(GENERAL NOTARY-State of Nebraska)
(HERBERT J. ELWORTH)
(My Comm. Exp. Nov. 21, 1996)

Herbert J. Elworth
Notary Public

COUNTY SURVEYOR'S CERTIFICATE

This plat of FUXA ADDITION was approved and accepted by the County Surveyor of Cass County, Nebraska, this 10th day of March, 1995.

(NEBRASKA)
(REGISTERED LAND SURVEYOR)
(LS-420)
(Charles P. Jordan)

Charles P. Jordan
County Surveyor

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY that the records of my office show n taxes due or delinquent upon the property described in the Surveyor's Certificate on this plat as of 10th od March, 1995.

(CASS COUNTY)
(COUNTY TREASURER SEAL)
(NEBRASKA)

Richard Wassinger
County Treasurer

APPROVAL OF VILLAGE BOARD

This plat of FUXA ADDITION was approved by the Village Board of Cedar Creek, Nebraska this 4 day of October, 1994.

(Village Seal)
(Illegible)

Edwin L. Moses
Chairman, Village Board of
Cedar Creek, Nebraska

PLAT
Jimmy C. Brown et al
to
Public

FILED: 13 March 1995 10:40 A.M.
Patricia Meisinger, Register of Deeds
\$ 15.00 Doc.#182

(Filed in Plat Book 4, Page 40A)

"REPLAT OF OUTLOT A"

an ADMINISTRATIVE SUBDIVISION in Meadow Heights Estates, located in the NW 1/4 of the NE 1/4 of Section 19-T12N-R14E of the 6th P.M., City of Plattsmouth, Cass County, Nebraska

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked the boundary of "REPLAT OF OUTLOT "A" ", of Meadow Heights Estates, located in the NW 1/4 of the NE 1/4 of Section 19-T12N-R14E of the 6th P.M., City of Plattsmouth, Cass County, Nebraska, each Lot being described as follows:

- SUBLOT 1 OF OUTLOT "A", MEADOW HEIGHTS ESTATES...a subdivision in the City of Plattsmouth, Cass County, Nebraska
SUBLOT 2 OF OUTLOT "A", MEADOW HEIGHTS ESTATES...a subdivision in the City of Plattsmouth, Cass County, Nebraska

Signed this 14th day of April, 1994.

(NEBRASKA)
(REGISTERED LAND SURVEYOR)
(LS-420)
(Charles P. Jordan)

Charles P. Jordan
CHARLES P. JORDAN LS420

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that we, JIMMY C. BROWN and LUELLA BROWN, (husband & wife), and LEE D. KSHYWONIS, (as tenants in common), being the sole owners of Outlot "A", do hereby approve of our land being replatted, as shown on this plat, to now be known as "REPLAT OF OUTLOT "A" ". We do also grant 5' wide easements along all lot lines for the placement and maintenance of any and all public utilities, on, over, through, under and across said easements. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.

Jimmy C. Brown
JIMMY C. BROWN

Luella Brown
LUELLA BROWN

Lee D. Kshywonis
LEE D. KSHYWONIS