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CASS COUNTY, NE.

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David John

REGISTER OF DEEDS

#2394 \$ 59.50

COMPARED

FIRST AMENDMENT TO DECLARATION

OF

PROTECTIVE COVENANTS FOR FUXA ADDITION

Cass County, Nebraska

THIS DECLARATION, made this 26th day of April, 2012, by

Bob L. Fuxa and Patricia L. Fuxa, husband and wife, hereinafter called the Declarant, amends covenants filed with the Cass County Register of Deeds office of Cass County, Nebraska in 1990.

WITNESSETH:

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.

X

PROTECTIVE COVENANTS FOR FUXA ADDITION

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:

Fuxa Addition Lots I through 69 and future platting's.

Fuxa Addition Lots 1 through 69 and future platting's.

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.

1. 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 Bob 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.

2. All building sites in the tract shall be known and described as residential building sites. 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, attached garage for three cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises. All new residential homes require Fuxa Enterprises Inc. as the home builder.

3. 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.

4. No building shall be located on any building site less than 35 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 10 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.

5. 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.

6. 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.

7. No trailer, motor home, camper, basements, tent, shack, garage, barn, or other out building other than guest houses or 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.

8. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of the Board of Directors.

9. 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 the Board of Directors shall determine what constitutes noxious or offensive activity, and said determination shall be complete and final.

10. No animals or poultry of any kind other than house pets shall be kept or maintained overnight on any building site.

11. 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. 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. Each lot owner shall be responsible for maintaining his/her lot in an aesthetically pleasing manner.

12. No trailer, motor home, camper, shall be stored on any residential lot unless housed or garaged. All other recreational or business vehicles shall be stored in enclosed structures. 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. Automobiles or other vehicles may not be dismantled or repaired outside a garage nor may any inoperable vehicle be stored outside on any lot for more than seven (7) consecutive days.

13. Boats on non-lake front lots may only be stored if housed or garaged. Boats on lake front lots may be docked in the water or on a boat hoist, pulled out of the water onto the homeowners water edge beach, or kept within a boat house or garaged within a structure which has been architecturally approved by provisions of paragraph 1 hereof. (While boats are in use in the lake during the summer boating season, boat trailers may be temporarily stored at the homeowner's residence).

14. No outside radio tower or TV antennae towers that are excessive in size may be erected on any lot or portion thereof without the prior written approval of the Board of Directors. No signs excessive in size or billboards shall be placed on, constructed or erected on any lot or portion thereof without the approval of the Board of Directors.

15. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision.

16. 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.

17. Use of the lake shall be subject to the rules and regulations of the Homeowners Association; along with the Nebraska Game and Parks Commission. Seller reserves the use of the lake and other facilities for its corporate purposes without limitation.

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18. 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.

19. The Homeowners Association has the ability to assess fines. The Association may also file liens for fees, charges, late charges, fines, interest or assessments.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2021 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of 80 percent of the lot owners of the building sites covered by these covenants it is agreed to change such 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 I, 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.

IN WITNESS WHEREOF, the undersigned owners do hereby adopt, ratify, approve and confirm the above and foregoing First Amendment to the covenants.

Dated this 26 day of April, 2012.

BY: Bob L. Fuxa
Declarant

BY: Patricia L. Fuxa
Declarant

STATE OF NEBRASKA)
:
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 26th day of April, 2012, by Bob L. Fuxa and Patricia L. Fuxa, husband and wife, as their voluntary act and deed.



Mary C. Terry
Notary Public