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BKSA OF NE-PS 741
PATRICIA WEISINGER
REGISTER OF DEEDS

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#4050

Protective Covenants of Rockenbach Acres

Know All Persons by these Presents:

WHEREAS, Rockenbach Remodeling & Custom Homes Inc, (hereinafter referred to as the "Owner"), is the owner of a tract of real estate more particularly described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if fully set forth (hereinafter referred to as the "Property"), and:

WHEREAS, the Owner is currently in the process of final platting and subdividing the Property for residential building sites; and

WHEREAS, the Owner desires to establish a uniform plan for the residential development of the Property; and

WHEREAS, the Owner desires to provide for the maintenance, preservation of, and snow removal from public right-of-way (as hereinafter defined); and

WHEREAS, the Owner acknowledges the agricultural environment that exists adjacent to and in vicinity of the Property and the ability of all permitted uses to be continued; and

WHEREAS, there has been or will soon be incorporated under the laws of the State of Nebraska, a nonprofit corporation under the name and style of **ROCKENBACH ACRES HOMEOWNERS ASSOCIATION, INC.**, (hereinafter the "Corporation"), for the purpose of enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of maintaining the Common Areas located on the Property.

Now **THEREFORE**, the Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Property:

1. Definitions:

- A. As used herein the term "Lot," or "Lots," shall be deemed to mean all single family Lots now or hereafter located on the property, which are shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Cass County, Nebraska.
- B. The term, "Lot Owner," shall be deemed to mean the owner or owners of record of any lot.
- C. The term "Property," shall be deemed to mean the Property as described on Exhibit "A" to these Covenants.
- D. The term, "Corporation," shall be deemed to mean Rockenbach Acres Homeowners Association, Inc., a Nebraska Non-profit Corporation.

- E. The term "Owner," shall be deemed to mean Rockenbach Remodeling & Custom Homes Inc, or its successors of assigns.
- F. The term "Front Lot Line," shall mean the portion of any Lot Line that abuts a street; the term, "Rear Lot Line," shall mean the portion of any Lot Line which is opposite the portion of the Front Lot Line that abuts a street if such Front Lot Line is determinative of the street address for such Lot; the term, "Side Lot Line," shall mean any portion of any Lot term, "Side Lot Line," shall mean any portion of any Lot Line that is not a Front Lot Line nor a Rear Lot Line.
2. All Lot Owners shall receive a copy of Section 5.04 of the Cass County Zoning Ordinance for the AG-1 Agricultural District and a copy of Section 5.05 of the Cass County Zoning Ordinance for the TA-1 Transitional Agricultural District, as approved and available from Cass County upon the date of execution of these Protective Covenants, to notify Lot Owners of the Intent, Permitted Principle Uses, Permitted Conditional Uses, Accessory Uses, Height and Lot Requirements and Other Applicable Provisions of the referenced zoning districts for the Property and surrounding area.
3. Maintenance for all interior public streets within the limits of the Property shall be the responsibility of the Corporation. Maintenance shall include culvert cleaning, repair and/or replacement; snow removal, grading, replacement of rock, gravel or other surfacing, as agreed upon by the Corporation and Cass County.
4. No Lot or any dwelling hereafter placed or constructed on any Lot shall be used for any purpose other than for residential purposes. Any residence constructed on any Lot shall be completed within one (1) year after the commencement of construction. No residence or garage shall be located on any Lot, to-wit:
- A. Within 27 feet of the Front Lot Line;
 - B. Within 25 feet of any Side Lot Lines; nor
 - C. Within 25 percent of the Lot depth from the Rear Lot Line.
5. No storage shed or other outbuilding of any type shall be located in the area between a Front Lot Line and the residence and garage constructed on any Lot, nor within 25 feet of any Side Lot Line. There shall be no more than three (3) buildings per lot including the dwelling. One outbuilding (1) shall be no more than 64' x 40' with the second no more than 16' x 16' (garden type shed).
6. The Owner reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots, except within the public right-of-way and to fix the grade at which any dwelling shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property.
7. Plans for any dwelling to be placed or constructed upon any Lot shall be submitted to the Owner for approval prior to construction, and shall show the size, exterior material and exterior color, design and plot plan for the building and on-site wastewater treatment system; provided, however, that any residence constructed on any Lot shall meet the following minimum standards:
- A. Minimum square footage requirements for any residence constructed on the property shall be as follows:

- (i) One-story, ranch-style residence: 1,800 square feet (exclusive of any basement area);
- (ii) One-and-one-half story or split-level residence or two story: 2,100 square feet (exclusive of any basement area).

B. There is to be no log homes, dome houses, earth-bermed /sheltered houses, or A-Frame houses. One set of such plans shall be left on permanent file with the Owner.

C. All residences shall include an attached garage containing a minimum of two (2) stalls.

The construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Owner and filed for record with the Register of Deeds of Cass County, Nebraska. Written approval or disapproval of such plans shall be given by the Owner within twenty-one (21) days from the after the receipt thereof. Approval of such plans shall not be unreasonably withheld. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Owner, however, reserves to itself and its assigns the exclusive right to approve or disapprove any such plans if in its sole opinion either the size, material or exterior plan do not conform to the general design standard, and overall development characteristics of the Property residences shall be traditional in design and no residence which is not of a similar design to those already approved. The written approval by the Owner, or its assigns, of any plans shall be binding upon all Lot Owners.

6. Dwellings, outbuildings and garden sheds located on any Lot shall be constructed in conformity with the requirements of the applicable ordinances and building codes of Cass County.

7. Outbuildings, except garden sheds, shall have a similar style and construction material as the residence.

8. All fences must comply with all applicable codes or ordinances and are subject to the following additional restrictions:

- A. Fences must be constructed with good quality, generally accepted fencing materials (no poultry fence, livestock gates, snow fence, etc.).
- B. Fence shall not be located within the 27' setback from any street;
- C. Fence shall not be placed in front of the centerline of the sidewalk of a house or garage.
- D. No fence with street frontage shall exceed 72" in height.
- E. Fencing shall be maintained to appropriate and acceptable condition and appearance. Fences abutting surrounding agricultural areas shall be constructed to meet current generally accepted agricultural standards- 4 strands of barb wire with steel & or wood posts (4" min).

9. No partially completed dwelling or temporary building or tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence.

10. No wires, antennas, satellite dishes, or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building, with exception, satellite dishes of 18" diameter or less shall be permitted with the following

restrictions: all satellite dishes must be mounted on or in the house or garage such that no part of the dish, mounting or accessories is above the roof ridge line; may not be located above a doorway, and may not be located on the front of the house or garage.

11. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.
12. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot; provided however, that the Owner may place signs advertising Lots for sale, and provided further, that a sign advertising a single Lot for sale may be placed on such Lot by the Lot Owner.
13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose; provided, however, that if, in the sole opinion of the Board of Directors of the Corporation, any animal is deemed to be offensive or an annoyance to any other Lot Owners, the Lot Owner keeping such animal may be required to remove the same from the Property. At no time may any horse be kept on the property. There shall be no more than two (2) dogs and two (2) cats per dwelling. At no time shall dogs be allowed to roam free without being under the owner's immediate control. Dogs that run loose are a hazard to kids, wildlife, livestock, automobiles & occupants and to themselves. The Corporation shall be vigilant in this matter.
14. All Lots shall be provided access to a water main located in the public right-of-way with water being provided by Cass County Rural Water District #2. Individual private domestic wells shall not be permitted.
15. Construction of any dwelling shall include construction of a septic system that meets or exceeds standards, regulations, and requirements of Cass County. It is the clear intent to have all Lots located within the Property construct septic systems. However, in the event that a septic system cannot be designed and constructed to meet standards, regulations, and requirements of Cass County with out significant financial hardship, as determined by the Corporation and/or simply cannot meet code requirements, a lagoon may be constructed.
16. Recreational use of firearms shall be prohibited on any Lot.
17. No recreational vehicle, as defined by the Cass County Zoning Ordinances, or as hereafter amended, shall be parked or stored on or in front of any Lot, except within an enclosed structure; provided, however, that recreational vehicles may be temporarily parked on or in front of a Lot for a period of time not to exceed 14 days per year.
18. There shall be no inoperative vehicles left parked outside for more than 48 hrs.
19. There shall be no use of small, motorized recreational vehicles, including but not limited to motorcycles, mini-bikes, 3 and 4 wheel ATV's, go-karts, and other similar type vehicles, except 4-wheelers may be used for the occasional use of property maintenance.
20. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any Lot shall be a member of the Corporation; provided, however, that any such person or

entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

21. The Corporation shall have two classes of Membership:

Class "A" Memberships shall include all members of the Corporation except the Owner. Each Class "A" Member of the Corporation shall be entitled to all the rights of Membership and to one vote for each Lot in which the interest requisite for Membership is held; provided, however, that no more than one vote shall be cast with respect to any such Lot.

Class "B" Membership shall include only the Owner or its assigns, who shall be entitled to two (2) votes for every Lot owned by the Owner. Provided, however, that for each conveyance of a Lot by the Owner to any Class "A" Member, the number of votes entitled to be cast by the Class "B" Member shall be reduced by two (2).

22. The Corporation shall establish and retain the right to assess Lots for costs and expenses incurred with implementation of maintenance within the public right-of-way located within the Property. The rate of assessment for incurred maintenance costs shall be determined and levied by the Corporation. Each Lot shall be equally liable for the total annual and special general assessments.

23. The lien of annual and special general assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

24. All Lot Owners and members of the Corporation agree to abide by all rules and regulations promulgated by the Corporation.

25. These Protective Covenants and restrictions shall run with the Property and shall be binding upon and enforceable by the Owner, the Corporation, all Members of the Corporation, any Lot Owner and their respective heirs, personal representatives, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions with the Register of Deeds of Cass County, Nebraska, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the Corporation approved by a two-thirds (2/3) vote of the Membership of the Corporation shall have been recorded with the Register of Deeds of Cass County, Nebraska, agreeing to a termination or modification of these covenants. Any decision approved by a two-thirds (2/3) vote of the Membership of the Corporation concerning the interpretation of these covenants or the compliance or noncompliance with these Protective Covenants or any structure placed on any Lot, shall be binding upon all Lot Owners.

26. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against, any Lot, then if the person instituting such proceeding is successful, it, he or she shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

27. Any instrument amending, modifying, abrogating or canceling these Protective Covenants pertaining to the structure, existence or financing of the Corporation must be approved by Cass County, Nebraska in writing and recorded before it shall be effective.

28. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

DATED this 6 day of June, 2003.

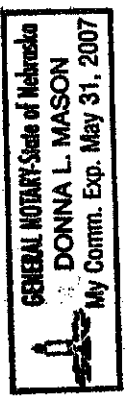
By: Richard Remelby & Custom Homes Inc
Richard H. Rockenbach Pres
Owner

STATE OF NEBRASKA)
COUNTY OF Cass) SS

The foregoing instrument was acknowledged before me this 6 day of June 2003 by Richard H. Rockenbach, Pres. of Rockenbach Remodeling & Custom Homes, Inc.

Donna L. Mason
Notary Public

My Commission expires: 5-31-07



11/12/12

EXHIBIT "A"

Lots 1, 2, 3, 4 and 5 in Block 1;
Lots 1, 2 and 3 in Block 2;
Lots 1, 2 and 3 in Block 3, Rockenbach Acres, a Subdivision in
the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 10 North, Range 9 East
of the 6th P.M., Cass County, Nebraska, as surveyed, platted and
recorded.