

18
9:35

DECLARATION OF RESTRICTIVE COVENANTS
(Rottunda Addition, Phase 2, Addition to Dakota County, Nebraska)

THIS INDENTURE, made this 18th day of JUNE, 2010 by LARRY ALBENESIUS and CLAUDETTE ALBENESIUS, husband and wife (hereinafter called the Company), having title to a tract of ground designated as:

Lots 1 to 13, Rottunda Addition, Phase 2, an Addition to Dakota County, Nebraska.

Description

Whereas, the Company has or will develop and improve said above described tract of land and open up and lay out the streets shown on said plat and offer for sale the lots and other parcels of land included in said tract, and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

Now, Therefore, that the Company does hereby impose and charge all lots, blocks or parcels of the above described property, with certain exceptions, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out.

Definitions

The word "street" as used in this Indenture is intended to mean any street, highway or other thoroughfare shown on said plat, or hereafter laid out in said tract, whether designated as street, avenue, road, place, lane or court.

A "corner lot" shall be deemed to front on the street upon which it has its smallest frontage, except in cases where the Company shall designate in this Indenture, or in any Deed conveying any corner lot hereafter made by it, the street on which such corner lot shall thereafter be considered as fronting.

The word "Lot" as used in this Indenture is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof, or of any deed from the Company hereafter transferring title thereto, there shall be erected thereon, or the owner shall have the right to erect thereon a single family residence.

*Pd Ch 56.50
Larry Albenesius
Box 93
Jackson, MO 68743*

10 - 021575

STATE of NEBRASKA } ss.
DAKOTA COUNTY }
Filed for record this 18 day of
June 20 10 at 9:35 o'clock
A M., and recorded as
Instrument No 10-021575
Register of Deeds Theresa A. [Signature]
m.R.

The word "Tract", "plat", "Tract of land", as used in this Indenture are each intended to mean all of the land shown on and included in all parcels of said plat filed for record as herein above stated.

Use of Land

The land included in said tract, except as hereinafter provided, shall be used for residential or non-commercial purposes only.

No trailer, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

There shall not be erected, permitted, maintained or operated any privy, cesspool, vault or any form of privy except such sewerage system as may be approved by the Association; and no sewage shall be permitted to be drained into any pond, lake or stream within this property or adjacent thereto.

On any lot improved by a single family residence there shall not be any other building or structure of any kind whatsoever erected, placed or altered, saving and excepting a detached or attached garages, porches, steps, bay windows, terraces, fences or other form of enclosure, garden houses, summer houses, storage sheds or other small accessory structures, the erection, placement or alteration of which may be permitted only after submission to and approval by the Association, of the plans, specifications and plot location for the same as provided in Subdivision six below.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet in the case of a one-story structure not less than 1500 square feet in the case of a basement and one-story, one and one-half, two or two and one-half story structure.

All residences shall have a minimum of 160 square feet of brick or stone on the front of the residence facing the public street.

All family residences shall have a full basement and must be stick built on site with a roof pitch of a minimum 6-12, minimum 8' side walls, minimum 2 car attached garage, poured PCC (concrete) driveway. Property owners must build residence within 1 year from date of the purchase of property. Also property owners must maintain property from time of purchase.

No modular or mobile homes will be permitted. No vinyl siding will be permitted. Trash containers must be enclosed.

Set Back

No building or part thereof, except as hereinafter provided shall be erected or maintained on any part of said tracts closer than 60 feet from the center line of any street.

Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 12 feet and not exceeding 360 square feet in area. Uncovered porches and terraces may not encroach on such restricted areas.

Single story bay, bow and oriel windows (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than 3 feet.

No building or structure, as provided herein, shall be erected or permitted on Lots 1 to 12, inclusive, closer than 20 feet to the rear line of any lot.

No building or structure, as provided herein, shall be erected or permitted on Lot 13 which is closer than 30 feet to the front of the lot abutting the adjoining street nor shall the rear of any such building or structure including a deck be constructed more than 100 feet from the front of the lot abutting the street right-of-way.

No front wall of a residential property shall be erected on any lot farther than 30 feet from the front lot line.

The Association shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and also the amount of setback from said lines necessary to conform to the requirements hereof, and the Association's judgment and determination thereon shall be final and binding.

Outer Buildings

One outer building will be allowed. The footage of the building may not exceed the following:

- a) The building on Lots 1 to 10, inclusive, may not exceed 5% of lot size.
- b) The building on Lot 11 shall not exceed 20 feet by 28 feet.
- c) The building on Lots 12 and 13 shall not exceed 10 feet by 12 feet.

These buildings shall have overhang, gutters, windows and overhead doors and shall have the same siding as the home. Metal buildings such as Morton buildings may be used on Lots 1 to 10,

inclusive. Metal buildings will not be allowed on Lots 11, 12 and 13. They must have overhang, gutters, windows, weather vane and overhead doors. They must be approved by the Association. Color should match home or at least be earth toned in color.

No building shall be moved in from outside of Rottunda Place onto any Rottunda Place property.

Free or open spaces shall be left on both sides of every single family residence. The minimum width of such free space to be left on either side of any building to the property line of any lot shall be 10 feet except that a detached garage or other outbuilding located 50 feet or more from the front property line may be located within 15 feet of the side lot line.

Approval of Plans

No building (additions or accessory), fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by the Association.

In the event said Association 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 alteration 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.

Assessment Fees

Annual assessment fees will be due January first of each year. This will be cost of general maintenance, upkeep and safety. Assessment fees will not be refunded upon sale of property by homeowners. Assessment fees and violation fees will be decided upon by the Association.

Residential Businesses

Only unobtrusive types of businesses completely compatible with residential use may operate from a home at Rottunda Place Phase 2. For example, a writer, artist, computer programmer, consultant, architect, graphic artist, or other individual who operates unobtrusively and in accordance with the following conditions may conduct business in his or her home.

Residents may operate only licensed, residential businesses in conformance with any restrictions for residential business imposed by the City of South Sioux City, Nebraska, or other restrictions that the Association shall deem necessary to uniformly impose to preserve the residential character of the neighborhood and/or home. In short, the business must be invisible.

1. The business use must be clearly incidental and secondary to the residential use of the home.
2. The use shall not require any modification or alteration not customarily found in a home nor shall it be visible from a street or adjoining properties.
3. There must be no window display, advertising, sign or other identification of the home occupation on the premises.
4. The use will not materially increase vehicular or pedestrian traffic over that normally found in the neighborhood nor will any additional parking be needed or provided.
5. No noise, dirt, fumes, odor, vibration, etc., not normally appurtenant to residential use nor greater in intensity or duration than that customarily associated with a home shall be emitted as a result of the home occupation.
6. Not more than one commercial vehicle shall be permitted and this vehicle shall not exceed three-quarter ton rated capacity. Such vehicle shall not have commercial markings or signage.
7. The use shall not involve the storage of flammable, explosive or hazardous materials unless specifically approved by the Fire Department.
8. The business must not involve illegal substances or activities.

Seeding

Established seeding or sodding must be completed in conjunction with the completion of home. Must keep weeds under control.

Fencing

Split rail vinyl fencing, wrought iron, black coated chain link, cedar privacy or vinyl privacy may be used. Coated wire may be used on the inside of the fence but may never go over the top of the rail. Privacy fencing must be approved by the Association.

Parking

Residents shall provide adequate parking facilities within the boundaries of their lot and shall not use or permit use by their guests of the streets for parking cars. No on street parking.

Renting or Leasing

If property is rented or leased the people renting or people leasing must agree to all covenants in writing and included in the agreement between owner and the person or persons renting and leasing property. Copy of this agreement should be given to the Association, signed and notarized.

The property owner will still be accountable for terms of the covenants at all times.

Mail Boxes

All mail boxes shall be of the same style and color that have been approved by the Association.

Guest Privileges

All members are responsible for the behavior of their guests and are directly liable for any violation of rules. Members and their guests may be in designated lake area during daylight hours only.

Recreational Vehicles

Motorized vehicles that do not exceed 10 mph will be permitted on the lake or roads and walking paths.

No cars, trucks or other similar motor vehicles shall be permitted on the frozen surface of the lake.

No recreational vehicles will be allowed to park on lake property. All recreational vehicles must be stored in enclosed buildings on homeowners property.

Signs

For Rent signs may be displayed only from inside windows. For Sale signs are limited to

ones who own property and to a type that is muted in tone and color or otherwise unobtrusive. Any other signs must have approval.

Hazardous Materials

No resident may store or use hazardous, noxious, or illegal substances that could be a hazard, nuisance, annoyance, law violation or could impact the insurability of the property.

Hunting

No hunting or trapping allowed.

Mowing & Property Maintenance

Lot owners are responsible for mowing and the general upkeep of their property from time of purchase.

Noise

Residents shall keep the volume of entertainment devices, musical instruments, and other sound equipment as well as voices to courtesy levels, as heard from outside their property bounds, so as not to interfere with the quiet enjoyment by others of their respective residences.

Residents are responsible to control pets that may create noise nuisances. Any animal that continues to cause a noise nuisance may be required to be permanently removed from Rottunda Place.

Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns, and from any other machinery or devices is kept below nuisance levels. Residents shall be responsible to ensure their guests observe this.

Swimming

Swimming is allowed in designated areas only if life jackets are worn by all. There will be no life guard on duty at any time. The Association will not be held responsible. All children must be accompanied by parent or legal guardian.

Members and their guests will be permitted in designated lake area during daylight hours only.

Fishing in Lake

Those wishing to fish must comply with the rules pertaining to the Association.

The Association shall determine the species and daily limit of fish which may be taken from the lake.

Fishing will be permitted only for owners and family members and guests during daylight hours who belong to the Association. The property owners must accompany guests. All children must be accompanied by parent or legal guardian.

No cleaning of fish shall be permitted around the lake.

Only fishing by rod and reel is allowed. Poles, float lines, bank lines, set lines, nets and all other types are prohibited.

Digging, seining and trapping for bait for any purpose is prohibited.

IT IS PROHIBITED TO IMPORT OR TRANSPORT ANY FISH INTO THE LAKE.

Ice fishing with a maximum of 10 inch diameter hole is permitted. Ice fishing tents or huts may be on the lake overnight.

Any water craft used on waters of the lake must not be powered by anything larger than an electric trolling motor.

No one is allowed to tie up to or use docks of private homeowners.

All boat docks erected by the owner must be commercial grade unless otherwise approved by the Association and cannot extend beyond the shore line by more than 20 horizontal feet.

Pets & Animals

The only animals allowed are dogs, cats or other common household pets.

It is recommended that there are no more than three pets per homeowner. Any other animals must be approved.

Dogs and cats must wear collars to which is attached a license tag or chip and identification of their owners, including either a telephone number and/or address.

Any animal not within a residence or otherwise physically confined must be kept on a leash.

Owner walking dogs shall be responsible for removal of waste left by their animals on the Rottunda Place property or of the Association property.

Food should not be left outside for animals.

No animal may be kept that results in a nuisance or harmful to residents or non-residents.

No exotic animals of any kind.

No commercial breeding of any type of domestic or wild animal.

Nothing herein shall be interpreted to restrict owners from imposing further restrictions regarding animals in their respective homes when renting or leasing.

Right to Abate Violations

The provisions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner of land included and shown on the final plat of Rottunda Addition, Phase 2, an Addition to Dakota County, Nebraska, inclusive, their respective legal representatives, successors and assigns.

If any lot owner or persons in possession of any of said lots of Rottunda Place Phase 2 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 development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

The failure by any land owner to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Right to Extend

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2030. These restrictions may then be extended for periods of not

more than ten years at a time by a majority vote of the owners of record at the time of the recording of the extension. Such extensions must be recorded prior to the expiration of the restrictions. The names or signatures of all record owners must appear on the extension.

The extension shall be of these covenants as now set out unless, by vote a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Any such change in the provisions of this Indenture shall be evidenced by the recording in the Register of Deeds for Dakota County, Nebraska, of an instrument in writing executed by a majority of the then owners of the lots stipulating what said changes are.

Separability

If any provisions of this Indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Indenture or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

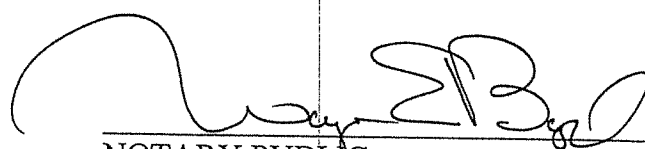
IN WITNESS WHEREOF the undersigned, LARRY ALBENESIUS and CLAUDETTE ALBENESIUS, husband and wife, have executed the foregoing on the 18th day of JUNE, 2010.


LARRY ALBENESIUS


CLAUDETTE ALBENESIUS

STATE OF NEBRASKA)
 SS.
COUNTY OF DAKOTA)

The foregoing Declaration of Restrictive Covenants was acknowledged before me on JUNE 18, 2010 by LARRY ALBENESIUS and CLAUDETTE ALBENESIUS, husband and wife.


NOTARY PUBLIC

