

FILED SARPY CO. NE.
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2003-67059

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Lloyd J. Dowding
REGISTER OF DEEDS

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LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

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EXHIBIT "A"

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CHRIS LAKE REPLAT II,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by all record owners of CHRIS LAKE REPLAT II ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska, and described as follows:

Outlots 2-11, 49-62, A-F, Chris Lake Replat II, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Such Outlots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value desirability, attractiveness and residential integrity of the Lots.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. No construction shall be commenced upon any Lot within Chris Lake Replat II, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, location and construction timelines of the same shall have been submitted and approved in writing by the Chris Lake Architecture Committee. The architecture committee will be appointed by the Chris Lake Homeowner's Association, which will consist of 5 members.

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Return To:
Chris Lake Homeowners Assoc.
Attn: Doug Hill
2815 Crystal Drive
Bellevue, NE 68123

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2. No part of Lots may be used for the performance of commercial purposes, and all use of premises must be for the sole use of the property owner.
3. All buildings constructed must conform in quality of external appearance to at least that of the adjacent primary residence. The following materials or colors are generally deemed to be acceptable. A) Roofs: Shake, shingle, or tile. B) Siding: Wood, rock, brick, stucco, or vinyl. C) Colors: soft earth tones or light pastels.
4. All buildings constructed must have a concrete floor.
5. If buildings are to have driveway access, the driveway must be placed facing the primary residence (directly adjacent to the outlot), whether owned by the Lot owner or not.
6. All areas, not occupied by permitted construction shall be seeded, sodded, or landscaped in similar appearance to the primary residence. Trees over 4 inches in diameter require approval of the Architecture Committee before removal. Owners are encouraged to incorporate significant use of trees, shrubs, and suitable plant material in their landscape plans. All landscaped areas must be maintained to present a pleasant, well kept appearance.
7. Storage of material must be housed within a closed building or garage, with the exception of boats and trailers that may be stored outside of a garage as long as the boat and trailer are operational and seasonally in use. No major repairs to any motor vehicle, boat or trailer shall be effected on the Lots, unless within a wholly enclosed garage. No portion shall be used for the storage or repair of derelict vehicles or boats.
8. It is prohibited to permit or suffer any rubbish or noxious substances likely to cause nuisance or annoyance to Chris Lake homeowners to accumulate and/or be placed upon the property.
9. All parking areas, driveways, drive-approaches, and turnarounds shall be constructed with a hard dust free surface material (concrete, asphalt, brick or similar).
10. No permanent outside toilet or privy shall be erected or maintained. Septic systems shall be prohibited. Temporary toilets (Porta-potties) must be removed within 72 hours of installation.
11. Installation of electric, CATV and/or telephone lines shall be buried underground.
12. All construction, including the finishing of outside walls, must be completed within 6 months of when construction begins.
13. The placing of house trailers shall be prohibited. It is also prohibited to be occupied or used as a residence by either the erection of a temporary structure or the placing thereon of caravans and/or vehicles used for human habitation.
14. The placing of any advertisement signs is prohibited except with written permission from the Chris Lake Homeowner's Association board.
15. Fences are not permitted.

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16. No animals of any kind shall be raised, bred or kept.
 17. Each property owner shall maintain his or her property in a clean, attractive condition.
 18. The maximum size of any building or combined buildings in the aggregate shall be 1200 square feet. Maximum height from finish floor grade to top roof shall be 15 feet. All roofs shall have a minimum slope of 3/12 (3 feet vertical to 12 feet horizontal).
 19. Lots shall only be transferable by the owner thereof to the Chris Lake Homeowner's Association or to another person(s) or entity(s) which owns a Lot or leases Lots within the Chris Lake subdivision, Sarpy County, Nebraska or any replat thereof or the Chris Lake Heights subdivision, Sarpy County, Nebraska or any replat thereof, (collectively referred to as "Primary Lots"). In the event an owner of a Lot(s) sells the owner's Primary Lot(s) and has no other Primary Lot(s) the owner of the Lot(s) must transfer the owner's interest in the Lot(s) in accordance within this paragraph within ninety (90) days of transferring the last Primary Lot the owner owns. If the owner fails to transfer said Lot(s) in accordance with this paragraph by the end of the ninety (90) day period, the owner will have been deemed to have transferred said Lot(s) to the Chris Lake Homeowner's Association for the amount of the original base purchase price established at the time Chris Lake Homeowner's Association originally transferred the property. The Chris Lake Homeowner's Association shall have sixty (60) days after notice of the transfer to pay the purchase price. For the purposes of "owner", "ownership", "owns" when referring to the Primary Lot(s), such words shall refer only to fee title interest in which there exists no leasehold interest with an original term longer than one year on the property or a leasehold interest with an original term longer than one year.

In the event that an owner transfers a Lot to a person(s) or entity which does not own a Primary Lot such transfer shall be deemed void and shall be treated as a transfer to the Chris Lake Homeowner's Association and the association shall have ninety (90) days to pay the transferee the original base purchase price established at the time the association originally transferred the property. In exchange for any payment herein, the payee shall execute a Warranty Deed to the Lot(s) to the association. Any payments by the association due herein may be made into a court of competent jurisdiction in an action to enforce these provisions to comply with timelines herein. The provisions herein may be waived by the association.

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ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to all public utility companies that provide electricity, water, cable television, telephone, natural gas and other similar type services, their successors and assigns, to erect and operate and maintain, repair and renew buried water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services over, through, under and upon an ten foot (10') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license being granted for the use and benefit of all present and future owners of these Lots. No permanent buildings, trees, retaining walls or loose rock wall shall be placed in the easement-ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground. Such easement shall not be exclusive and additional easements may be granted within the same area provided such use does not interfere with the easements.

ARTICLE III.
GENERAL PROVISIONS

1. The Declarant, Chris Lake Homeowner's Association, any owner of a Lot named herein, any owner of a lot in the Chris Lake subdivision or any replat thereof or any owner of a lot in the Chris Lake Heights subdivision or any replat thereof shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the Lots, owners of the lots in Chris Lake subdivision or any replat thereof, and owners of the lots in the Chris Lake Heights subdivision or any replat thereof has been recorded agreeing to change said covenants in whole or in part. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of six (6) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration, the lots in Chris Lake subdivision or any replat thereof, and the lots in the Chris Lake Heights subdivision or any replat thereof.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
4. All subdivisions herein referenced are subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska.
5. The Declarant may assign any of its rights under these covenants to one or more individuals who are also owners in fee title to any of the real property included herein. Such Assignee(s) shall have all of the rights of the Declarant expressed herein. Any notices or submissions to the Declarant or the architecture committee shall be sent to:

Chris Lake Homeowners Association, Inc.
RR 73 Box 44
Bellevue, NE 68123

This address may be changed by filing a new address with the Register of Deeds by Declarant or its Assigns.

Any provision of these covenants that requires the approval of the architecture committee shall be deemed approved if the architecture committee fails to respond within thirty (30) days from receipt of submitted written notice.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10th day of NOVEMBER, 2003.

2003-67059F

Chris Lake Homeowner's Association, a
Nebraska nonprofit corporation

By: William Buza
William Buza, President

Ja-Mar, Inc., a Nebraska corporation

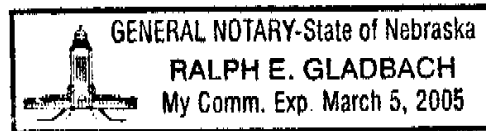
By: Wayne Labart
Wayne Labart, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by William Buza, President of the Chris Lake Homeowner's Association, a Nebraska nonprofit corporation, known to me to be the identical person who executed the above and foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and acknowledged to me that their execution of the same was their voluntary act and deed and the voluntary act and deed of said nonprofit corporation.

Ralph E. Gladbach
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)



The foregoing instrument was acknowledged before me this 10th day of November, 2003, by Wayne Labart, President of Ja-Mar, Inc., a Nebraska corporation, known to me to be the identical person who executed the above and foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and acknowledged to me that their execution of the same was their voluntary act and deed and the voluntary act and deed of said corporation.

Ralph E. Gladbach
Notary Public

