

KITTY A. ROUSH  
REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANTS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS: That WATER SPORTS INCORPORATED, a  
Nebraska Corporation, the sole fee owner of the following described real estate,  
to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5),  
Six (6), Seven (7), Eight (8), Nine (9), Ten (10),  
Eleven (11), Thirteen (13), Fourteen (14), and Fifteen  
(15), Kopecky's Subdivision of Section Twenty-Seven  
(27), Township Seventeen (17) North, Range Eight (8),  
East of the Sixth (6th) Principal Meridian, as sur-  
veyed, platted and recorded in Dodge County, Nebraska,

does hereby make, publish and declare the following restrictions, provisions,  
and conditions on all the said real estate, it being the intention of the said  
WATER SPORTS INCORPORATED to bind all of the said real estate as follows, to-wit:

For the twenty-five (25) year period following the date of this in-  
strument:

1. No lot shall be used for commercial or industrial purposes, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other incomplete building or outbuilding shall be erected upon, or used, on any lot at any time, as a residence, either temporarily or permanently, except as follows: Lots Seven (7), Eight (8), Ten (10) may have a house-trailer on each one until the first (1st) day of June, 1971, but not thereafter.
2. No lot shall be subdivided nor shall a portion of any lot be sold. All lots shall remain intact as platted.
3. No lot shall have more than one single family dwelling. No dwelling shall have a ground floor area, exclusive of garages, porches, or basement area, of less than six hundred (600) square feet. All structures placed on any lots shall have a setback from the lake-side pin of fifty (50) feet and a side-yard setback of ten (10) feet from the lot line with the exception of such structures as docks, boathouses and cabanas as hereinafter referred to.
4. There shall be allowed in front of the fifty (50) foot setback line one cabana, dock and boathouse per lot. Docks shall extend out into the lake no more than the point at which there is an average of three (3) feet of water.
5. No building shall be erected, placed or altered on any lot during the period of these covenants until the construction plans and specifications, and the plans showing the location of this structure, have been approved by WATER SPORTS INCORPORATED, provided, that after the original improvement of each lot, no further approval shall be required.
6. The ownership of each lot shall be held by no more than three (3) families.

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7. There shall be allowed on the lake encompassed by the above-described real estate no more than one (1) speedboat per cabin of fifteen (15) horsepower or more. The maximum horsepower for any speedboat upon the lake shall be seventy-five (75) horsepower. There shall be no inboard motor speedboats or jet speedboats allowed upon the lake.
  8. License is granted hereby to utilities companies servicing the area, their successors, lessees and assigns to erect and maintain, operate, repair and renew necessary utilities equipment and other instrumentalities both above and below the surface of the ground along the rear and side boundary lines of the said lots for the use and benefit of the owners and occupants of each lot. This license shall extend beyond the twenty-five (25) year period herein provided, and shall continue until released by the said utilities or their successors or assigns, provided that if the license granted herein is not put to use by the utilities within the period of five (5) years from the date of these covenants then this license shall terminate as to all side and rear lot lines which have not been so used.
  9. The provisions of these covenants shall be separable, and invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force in effect.
  10. Enforcement of these covenants shall be by proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.
  11. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof and shall be renewable upon the written consent of the owners of more than fifty (50) per cent on the front lot lines abutting on the lake.

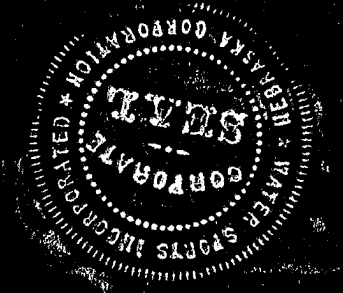
IN WITNESS WHEREOF, said WATER SPORTS INCORPORATED has caused these presents to be executed on this 15<sup>th</sup> day of August, 1963.

WATER SPORTS INCORPORATED

Attest:

James B. Hedrow  
Secretary

By Albert M. Hermann  
President



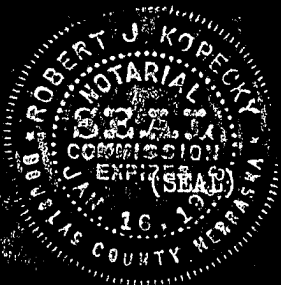
STATE OF NEBRASKA)  
COUNTY OF DOUGLAS } SS

On this 16 day of August, 1963, before me, the undersigned, a Notary Public in and for said County, personally came

Albert H. Seeman, President of WATER SPORTS INCORPORATED, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution to be his voluntary act and deed and the voluntary act and deed of WATER SPORTS INCORPORATED, a Nebraska Corporation.

WITNESS this my hand and Notarial Seal at Omaha,

in said County the day and year last above written.



Robert J. Korecky  
Notary Public

My commission expires the 16 day of January, 1964