

COPY

795

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made as of this 15th day of May, 1985 by the undersigned being the owners of certain real property located in Cass County, Nebraska described hereinafter.

PRELIMINARY STATEMENT

The undersigned are the owners ^{or mortgagees} of certain real property located within Cass County, Nebraska and described on Exhibit "A" attached hereto and incorporated herein by this reference (individually referred to as a "Lot" or collectively referred to as the "Premises") subject however in certain instances to long term lease agreements with respect to certain of the Premises.

There has previously been filed on the 1st day of October, 1984, at Book 30, Page 50, of the Miscellaneous Records of the Register of Deeds Office of Cass County, Nebraska, a Declaration of Covenants, Conditions and Restrictions (the "First Declaration"). For purposes of clarification and background the First Declaration is incorporated herein by reference; in the instance of contradictory terms or duplication, this Supplemental Declaration shall control over the First Declaration. The undersigned wish to supplement and expand upon the Use Restrictions contained within Article VI of the First Declaration on the terms and conditions as follows:

1. Use Restrictions. No residence, building, patio enclosure, solar heating or cooling device, tool shed, or external improvements (hereinafter all referred to as any "Improvement") shall be allowed within five (5) feet of any public roadway within the Lake WaConDa area except as may be in existence at the time of the recording of this document. Should any Improvement be removed or destroyed subsequent to the recording of this document, replacement within such five foot area shall not be allowed. No such Improvement shall be allowed within five feet of any side yard boundary to a Lot unless a signed and recordable waiver shall be received first from the adjacent lot owner or lessee thereof if such premises are leased premises and secondly, from the Association. Such waiver shall not be effective until recorded with the Cass County Register of Deeds.

The Association may require a survey showing lot lines, existing structures and proposed improvements, at applicant's sole expense, prior to consideration of such waiver.

No Improvement shall be constructed or allowed to extend beyond the back building wall of any main residential structure (that is the side of any Improvement facing Lake WaConDa) ("lakeside boundary") unless written approval is first obtained from each adjacent lot owner or lessee thereof if such premises

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are leased premises. Written approval of the Association shall also be required. Such approvals or waivers from the adjacent Lot owners or lessees and the Association shall not be effective until signed and recorded with the Cass County Register of Deeds.

All approvals, considerations and deliberations given on behalf of the Association shall be rendered by its Board of Directors.

2. Satellite Receiving Station or Disc. No satellite receiving station or disc shall be placed upon any Lot without the prior written approval of the Association. Such approval shall not be unreasonably withheld.

3. Fence and Lakeside Improvements. No fence, shrubs, trees, mass planted vegetation capable of obstructing a view shall be permitted to extend five feet beyond the lakeside boundary of a main residential structure. No Improvements or structure shall be allowed to extend over the lake area except unenclosed shore stations or unenclosed boat lifts positioned in such a fashion as to provide minimal obstruction to the view of Lake WaConDa by adjoining Lots. The Association shall have exclusive control over the length of all dock areas and location of boat lifts and shore stations.

4. Association Approval of All Improvement Construction. Any construction or reconstruction of an Improvement shall require the prior approval of the Association. Further the foregoing terms of this Supplemental Declaration of Covenants, Conditions and Restrictions are not intended to nor do they remove the necessity for appropriate approvals of Cass County, Nebraska.

The Declarants have caused these presents to be executed this 15th day of May, 1985.

Norwest Omaha, N.A., August P. Ross,
Ann B. Ross, Kenneth E. Wurtele and
Helen J. Wurtele (Declarants)

NORWEST OMAHA, N.A.

By:

By:

By:

August P. Ross
August P. Ross

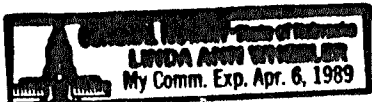
Ann B. Ross
Ann B. Ross

By: Kenneth E. Wurtele
Kenneth E. Wurtele

By: Helen J. Wurtele
Helen J. Wurtele

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.:

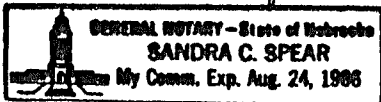
The foregoing instrument was acknowledged before me this
17th day of MAY, 1985, by DAVID F. MALONE,
Vice President. of Norwest Omaha, N.A. on behalf of the Bank.



Linda Ann Wheeler
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.:

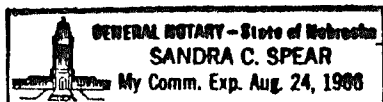
The foregoing instrument was acknowledged before me this
15th day of May, 1985, by August P. Ross.



Sandra C. Spear
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this
15th day of May, 1985, by Ann B. Ross.

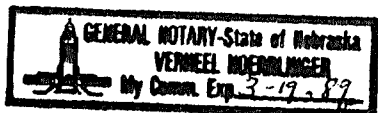


Sandra C. Spear
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this

17th day of May, 1985, by Kenneth E. Wurtele.



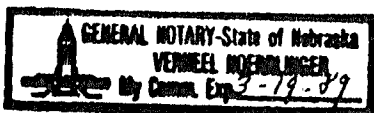
Verneel Noerlinger
Notary Public

STATE OF NEBRASKA

) ss.:

COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of May, 1985, by Helen J. Wurtele.



Verneel Noerlinger
Notary Public



EXHIBIT A

2, 2A, 12, 12A, 22, 22A, 28, 28A, 29, 29A, 30, 30A, 34, 34A, ✓
35, 35A, 36, 36A, 37, 37A, 38, 38A, 39, 39A, 40, 40A, 41, 41A, ✓
BB, BBA, 42, 42A, 43, 43A, 44, 44A, 45, 45A, 46, 46A, 72, 72A, ✓
81, 81A, 82, 82A, 84, 84A, 85, 85A, 89, 89A, 96, 96A, 102, 102A, ✓
104, 104A, 106, 106A, 110, 110A, 111, 111A, 135, 135A, 138, 138A, ✓
139, 139A, 140, 140A, 208, 208A, 209, 209A, 210, 210A, 221, 221A, ✓
222, 222A, 223, 223A, 224, 224A, 300, 300A, 301, 301A, 302, 302A, ✓
303, 303A, 304, 304A, 305, 305A, 306, 306A, 307, 307A, 308, 308A, ✓
309, 309A, 310, 310A, 311, 311A, 312, 312A, 313, 313A, 314, 314A, ✓
315, 315A, 316, 316A, 317, 317A, 318, 318A, 319, 319A, 320, 320A, ✓
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378, 379, 379A, 200, 200A,