

FILED FOR RECORD ON THIS 26th DAY OF Sept A. D. 1973 AT 11:45 O'CLOCK 9 M. AND RECORDED IN Misc
 BOOK 7 PAGE 718 FEE \$ 9.25 Kitty A. Roush
 Register of Deeds

INDEXED ✓
 GRANTOR ✓
 GRANTEE ✓
 REGISTER ✓
 COMPARED ✓
 PAGED ✓

COVENANTS FOR LAKE VENTURA SUBDIVISION

DODGE COUNTY, NEBRASKA

KNOW ALL MEN BY THESE PRESENTS THAT:

Sunset Development, Inc., being the fee owner of all of the lots in Lake Ventura Subdivision, in Dodge County, Nebraska, as platted in Book 7 at Page 447, in the office of the Register of Deeds for Dodge County, Nebraska, except lots deeded by it to grantees of record, all lots of which it is not the owner having been sold by Sunset Development, Inc., with written agreements subjecting the lots so sold to the covenants herein-after described, does hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that the said declarations shall constitute covenants to run with all of the lots in said subdivision, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in use as herein specified, such restrictions to be and remain in effect for a period of 10 years from the date hereof, and to continue in effect for succeeding periods of 10 years each unless hereafter removed by force of law or modified or removed by agreement of the then owners of a 50% majority in interest of the lots in said subdivision, and does hereby further declare that these covenants shall be deemed effective and binding upon the recording of these covenants and of the consents to these covenants executed and acknowledged by the owners of all of said lots so sold, such declarations being as follows:

1. Complete plans and specifications for all structures must be submitted to and approved by Sunset Development Corporation's Architectural Committee prior to the commencement of any construction in said subdivision.
2. No structures, such as trailers, tents, mobile units, double wides, basement houses, garages, or barns, shall be erected, or placed on residential lots for the purpose of temporary or permanent quarters.
3. Only one single family cabin or residence shall be constructed on any lot.
4. No dwelling shall exceed $2\frac{1}{2}$ stories in height.
5. The minimum size of permanently enclosed living space shall be 1,000 square feet, excluding basement area, per unit with 900 to main floor.
6. For each dwelling there must also be erected a private garage not less than 12 feet by 21 feet in size.

7. Lots shall be used as residences and not used for any commercial use.
8. All weeds and grass shall be kept to a maximum height of 8 inches above ground level. There shall be no accumulation of junk, debris, or offensive materials on any lot.
9. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. Easements and rights of way are hereby expressly reserved for the creation, construction, and maintenance of utilities, such as lake, gas, water, telephone, electricity and sewer. Such easements and rights of way shall be confined to the rear 30 feet of every lot and 7 feet along the side of every building plot, and 10 feet along every street of the subdivision.
11. No residence shall be located nearer than 10 feet to any side lot line, nor closer than 35 feet from the street lot line, nor closer than 35 feet to the shore line stake.
12. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, hedges and fences shall be maintained at no greater height than 6 feet without permission of property owners and Sunset Development Corporation. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design, and location thereof shall have been approved by Sunset Development Corporation.
13. Owners of each lot shall be entitled to lake use as described in the Lake Regulations.
14. No husbandry of either animals or fowls shall be conducted or maintained in said subdivision; provided, however, that house pets only shall be excluded from this restriction. Pets must be kept on a leash, or be under control of the owner.
15. All approved construction after commencement will be completed within 12 months.
16. All drives must be hard surfaced from street to garage.
17. Campers of any variety must be parked behind front line of home. Also, any form of equipment must be kept behind front line of home.
18. Property owners are to allow water to drain down side lot lines to the lake.

- 19. No water cooled air conditioning unit may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the Clerk of Sanitary and Improvement District No. 3 of Dodge County, Nebraska.
- 20. A plot plan must accompany home plans when presented to the Architectural Board of Sunset Development. It is the intent of this covenant to prevent one dwelling from being built so much closer to the lake shore than another so as to obstruct the view of the lake. Plans are to be approved before work commences.
- 21. All fuel tanks and appurtenances must be buried beneath ground level or concealed from view of the street by approved fence or hedge.
- 22. Power source for space heating, water heating, cooking, clothes drying, and air conditioning is to be electricity.

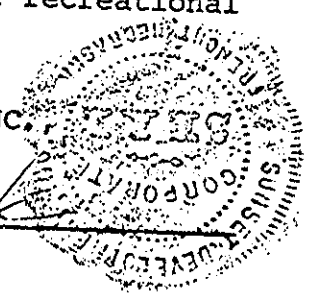
If the grantees, their heirs, or assigns, of any lot in the subdivision, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the grantors, or the owner or owners of any other lots in the subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants.

Notwithstanding any of the foregoing, it is not contemplated that these restrictions shall apply to Lot 1 of said subdivision, it being contemplated that said lot may be developed or improved by Sunset Development, Inc., and its successors in interest thereto, for purposes consistent with the use of the remaining portion of the subdivision as a community for permanent homes, and consistent with the supply of necessary goods and services suitable to the community. Lots 89 & 102 excluded for recreational and community services.

Dated September 26, 1973.

SUNSET DEVELOPMENT, INC.

By Clayton Kock
President



STATE OF NEBRASKA)
COUNTY OF DODGE) ss

Acknowledged before me by CLAYTON KOCK
President of Sunset Development, Inc., as the voluntary act and deed of such corporation and as the voluntary act and deed of the president thereof, this 26th day of September, 1973.



DONALD A. SCHENZEL
NOTARY PUBLIC, State of Neb.
My Commission Expires
February 15, 1976

Donald A. Schenzel
Notary Public

Commission Expires:

Febr. 15, 1976