

FILED SARPY CO. NE.
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George J. ...
REGISTER OF DEEDS

Counter RS
Verify JJ
D.E. JJ
Proof m
Fee \$ 168.50
Ck Cash Chg
28.00 5404 140.50 mca

DECLARATION OF ADDITIONAL LAKE LOTS
AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKEWOOD VILLAGES-LAKE LOTS

Whereas, said Declaration of Covenants, Conditions, and Restrictions for Lakewood Villages-Lake Lots, herein the "Covenants", provided for formation of the Association and for the addition of certain Lots and Membership in the Association for the Owners of said Lots, and

Whereas, Article I. Paragraph J. of the Covenants provided for "Additional Lake Lots" and those lots, to be known as "Lakeshore Lots", have now been developed, and

Whereas, Article V. Paragraph B. of the Covenants provided for the Owners of those Lakeshore Lots to be Members of the Association, with such rights, privileges, and obligations of Membership as are provided in the Covenants for Owners of Lake Lots, and

Whereas, the undersigned is the Owner of more than 75% of the Lake Lots as provided in the Covenants, and

Whereas, the Declarant is the owner of the following described real property:

Lots 180 through 205, inclusive, in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska,

Now, Therefore, the undersigned declares certain lots to be Additional Lake Lots and amends the Covenants as outlined below:

1. Lots 180 through 205, inclusive, in Lakewood Villages, are hereby designated as the Additional Lake Lots, and are hereby made subject to the Covenants, as amended herein.

2. The Covenants are hereby amended as follows:

Article I. Definitions Paragraph C. is hereby amended to read as follows:

C. "Properties" shall mean and refer to all of Lots 136 through 179, inclusive, and 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Article I. Definitions Paragraph D. is hereby amended to read as follows:

D. "Lake Lot(s)", except as referred to in Article VI. Paragraph C., shall mean and refer to each of Lots 136 through 179, inclusive, and Lots 180 through 205, inclusive, all in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. However, whenever reference is made to "Lakeshore Lots" this shall mean only Lots 180 through 205, inclusive, in Lakewood Villages. When reference is made to Lake Lot in Article VI. Paragraph C., this shall mean only Lots 136 through 179, inclusive, in Lakewood Villages.

Article I. Definitions Paragraph G. is hereby amended to read as follows:

G. "Lake Area" shall mean and refer to Outlots 1, 2, 2A, 2B, 2C and 2D in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

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Article I. Definitions Paragraph I. is hereby amended to read as follows:

I. "Shoreline Easement" shall mean the easements herein granted to the Association on the rear twenty (20) feet of Lots 136 through 179, inclusive, to provide for shoreline maintenance and temporary water storage when necessary to accommodate storm water accumulation.

Article I. Definitions Paragraph J. is hereby amended to read as follows:

J. "Additional Lake Lots" are lots developed in a later phase of Lakewood Villages which have a common lot line with the Lake Area. These are Lots 180 through 205, inclusive.

Article I. Definitions Paragraph K. is hereby added and reads as follows:

K. "Lakeshore Easement" shall mean the easement granted to the Association on the thirty-five (35) feet of Lots 180 through 205, inclusive, adjacent to the Lake Area, for Association control of the Lake Area and the easement area. Said easement was granted by a separate document, dated August 2, 2001, and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article III. Restrictions for Residential Dwellings Paragraph B. 3. is hereby amended to read as follows:

3. Foundation Cover Requirements.

a. As to Lots 136 through 179, inclusive, the following shall apply: Exposed portions of the foundation on all sides of each dwelling are to be covered with clay-fired brick or stone.

b. As to Lots 180 through 205, inclusive, the following shall apply: Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the side and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

Article III. Restrictions for Residential Dwellings Paragraph B. 17. is hereby amended to read as follows:

17. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lake Lot, behind the dwelling on said Lake Lot and not in the Shoreline Easement or the Lakeshore Easement area of the Lake Lot. Further, vegetable gardens and rock gardens will not be allowed unless approved by the Architectural Control Committee.

Article III. Restrictions for Residential Dwellings Paragraph B. 22. is hereby amended to read as follows:

22. Landscaping Requirements and Restrictions.

a. As to Lots 136 through 179, inclusive, the following shall apply: The front, side and rear yards of all Lake Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and trees planted within one (1) year from the date the foundation for the residence on the Lake Lot was completed.

b. As to Lots 180 through 205, inclusive, the following shall apply: There are a number of Lakeshore Lots which contain a large number of trees. It is the intention of these Covenants to preserve the trees in these areas. However, Owners may be allowed to remove trees from the Lots provided the Owner first submits a tree removal plan to the Architectural Control Committee and obtains prior written approval from the Architectural Control Committee. The front, side and rear yards of all Lakeshore Lots shall be sodded, except for

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those areas where trees are preserved. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line.

Article VI. Easements and Licenses Paragraph D. is hereby added and reads as follows:

D. "Lakeshore Easement." On each Lakeshore Lot there is a Lakeshore Easement granted to the Association on the thirty-five (35) feet of said Lots adjacent to the Lake Area. Said easement was granted by separate document on August 2, 2001 and recorded as Instrument #2001-24301 in the Register of Deeds Office of Sarpy County, Nebraska.

Article VII. Covenants Relating To Telephone Company Paragraph A. is hereby amended to read as follows:

A. In the event that ninety percent (90%) of lots 5a through 260, inclusive, in Lakewood Villages, are not improved within five (5) years from the date that U. S. West Communications or its successors shall have completed the installation of its distribution system for said lots, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by U. S. West Communications or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City of Bellevue or other appropriate governmental authority.

3. Except as modified herein all other provisions of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2001.

DECLARANT:

LAKEWOOD VILLAGES LIMITED PARTNERSHIP,
A Nebraska limited partnership

By: DODGE-LOTS JOINT VENTURE
A Nebraska joint venture,
The sole General Partner

BY: DODGE LAND CO., a Nebraska corporation,
And one of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

BY: LOTS, INC., a Nebraska corporation, and one
Of two members of the Joint Venture

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 2001, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, and President of Lots, Inc., a Nebraska corporation, and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture, the sole general partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership, and he acknowledged that he executed this Declaration as the voluntary act and deed of said corporations, the joint venture and the limited partnership.

Witness my hand and official seal the day and year last above written.



Kristy J. Gregath
Notary Public