

Filed for record on this 12 day of March, 1976, at
o'clock, M. and recorded in ,
Book 9, Page 485.

Register of Deeds

By _____
Deputy Register of Deeds

SUPPLEMENTARY COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned, hereby agree to and confirm covenants recorded September 26, 1973, in Book 7, Page 718, in the Miscellaneous Records of the Register of Deeds of Dodge County, Nebraska, with respect to Lake Ventura Subdivision and Lake Ventura Subdivision First Addition, so that said covenants be deemed to apply to Lake Ventura Subdivision and Lake Ventura Subdivision First Addition as well, and do further agree as hereinafter set forth, all in consideration of the execution of consents to these covenants and to the application of said recorded covenants to the subdivision and the first addition, to be executed by other owners of lands therein, and in further consideration of the promise of Sunset Development, Inc., to deed to Lake Ventura Association, a Nebraska non-profit corporation, all of the lands within Lake Ventura Subdivision and Lake Ventura Subdivision First Addition, including the lake around which the subdivision is laid out, the common grounds in the area, the lake perimeter, Lots 1 and 89 of the subdivision, and Lot 102 of the first addition, but excluding otherwise all other platted and numbered lots, and excluding also approximately 75 acres lying West of and not platted in the subdivision or the addition. These supplementary covenants are executed by Sunset Development, Inc. and by Lake Ventura Association, and separate execution of consents to these covenants by the owners of other lots in the subdivision and the subdivision first addition shall be deemed to be part of this instrument.

1. Except as provided in paragraph 5 hereof as a covenant running with the land and in order better to carry out and enforce the said previously recorded covenants throughout the subdivision and the first addition thereto, the undersigned, and those persons executing separate consents to these covenants, acknowledge that they are members of Lake Ventura Association aforesaid, with full voting rights therein, and agree that said real estate in which they have an interest, and their successors in interest to such real estate, will be bound, as a covenant running with the land, to remain members of such Lake Ventura Association during the lifetime of such recorded covenants, and that they, the said owners and their successors in interest, hereby subject said lands which they own to reasonable annual charges for a proportionate share of expenses of Lake Ventura Association, which expenses shall be for the maintenance of common property and the support of other necessary activities of the organization in the operation of the lake, park, common areas, and the unimproved perimeter of the lake.

2. It is further agreed that the board of directors of the Association has the authority to set the level of the maintenance assessment through its board of directors, provided that no such assessment shall be effective if the owners of more than 60% of the real estate in Lake Ventura Subdivision and Lake Ventura Subdivision First Addition, in any calendar year, execute and file with the Register of Deeds of Dodge County, Nebraska an acknowledged instrument rescinding the assessment lien for such year.

3. Such assessments shall not carry priority over general taxes, special assessments by the Sanitary and Improvement District, or bona fide real estate mortgages now or hereafter placed of record with respect to any such real estate, but shall be prior to any other liens. It is understood that such annual assessments shall not normally be recorded with the Register of Deeds, but that the board of directors of Lake Ventura Association has the power and authority, by instrument executed by the president of such association, to record with the Register of Deeds within six months after the date of the levy of any assessment, a written document setting forth the amount of the assessments with respect to each lot or separate property, which document shall be with respect to each lot a lien against the real estate.

4. Unless the written consent of the then owners of a 60% majority in interest of the lots in said subdivision and addition to a greater amount is obtained by the Lake Ventura Association, the annual assessments shall not exceed the sum of \$25.00.

5. The foregoing covenants do not apply to said Lots 1, 89 and 102, and Lots 1 and 89 are to be deeded to the Association subject to the rights of Sanitary Improvement District No. 3 of Dodge County, with respect to property of the SID located thereon or therein whether attached to the real estate or not. The covenants herein made, pertaining to assessments, do not apply to lots held by Sunset Development, Inc., until January 1 of the calendar year following the year in which Sunset sells such lot or lots. Sunset Development, Inc. shall not, with respect to the lots which it holds, be subject to assessments of said lots under the terms of this agreement. Sunset Development, Inc. shall promptly convey to said Association the property which it has herein above agreed to convey by quitclaiming all its right, title and interest in and to Lake Ventura Subdivision and Lake Ventura Subdivision First Addition, reserving however therefrom such platted and numbered lots therein, other than Lots 1, 89 and 102, as Sunset now owns.

6. With respect to the property herein agreed to be conveyed by Sunset Development, Inc., to the Association, the Association agrees that, while these covenants remain in effect, none of the lands so conveyed by Sunset to the Association shall be sold or conveyed to anyone for any purpose, without the written consent of the then owners of 90% of the total number of platted lots in the subdivision and the first addition, except in the case of a sale to a governmental subdivision, which latter sale may be accomplished by majority vote of the board of directors of the Association. These covenants shall remain in effect for a period of 20 years from the date hereof, and shall continue in effect for recurring periods of 20 years unless, prior to the expiration of any 20 year period, the owners of 60% of said total number of platted lots elect in writing to terminate these covenants. Sunset Development, Inc., with respect to lots which it holds for sale, shall not have voting rights in the Association, and such lots held for sale by Sunset shall not be counted in determining the required number of votes for a sale.

7. Copies of this instrument shall be furnished to all property owners in the subdivision and the subdivision first addition. The execution of a separate consent to these covenants by the owner or owners of any lot or lots shall be deemed to be a consent to these covenants and the application of all of the covenants herein mentioned to the lots in the subdivision and the first addition.

Dated July 31, 1975.

SUNSET DEVELOPMENT, INC.,

By Donald R. Sommers
President

LAKE VENTURA ASSOCIATION, A Nebraska
Non-Profit Corporation,

By Helen B. Anderson
President

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

Acknowledged before me by Donald R. Sommers,
president of Sunset Development, Inc., and by Helen B. Anderson,
Anderson, president of Lake Ventura Association, a
non-profit corporation, as the voluntary act and deed of each
such corporation and of each of them as the president thereof,
this 31 day of July, 1975.

Kathleen A. Maupin
Notary Public

A GENERAL NOTARY - State of Nebraska
KATHLEEN A. MAUPIN
My Comm. Exp. June 5, 1977

Commission Expires:
June 5 1977