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**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
RITZ LAKE, A SUBDIVISION  
IN DODGE COUNTY, NEBRASKA**

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, is made by The Ritz Lake, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

**PRELIMINARY STATEMENT**

The Declarant is the owner of certain real property located within the Ritz Lake Subdivision in Dodge County, Nebraska. The Declarant amends and restates this Declaration pursuant to its authority contained in Article VI, paragraph 3 of the Declaration of Covenants, April 17, 2014 of the Ritz Lake Addition, recorded in the office of the Dodge County Register of Deeds and indexed as Instrument No. 201401547.

This Declaration applies to all Lots at Ritz Lake, a Subdivision in Dodge County, Nebraska.

This Amended and Restated Declaration replaces the Declaration of Covenants recorded on April 17, 2014, indexed as Instrument No. 201401547 and filed in the office of the Register of Deeds of Dodge County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."  
Outlot A, which consists of the Ritz Lake "Lake", is herein referred to as the "Lake".

The Declarant desires to provide for the preservation of the values and amenities of Ritz Lake, as well as for the maintenance of the character and residential integrity of Ritz Lake.

NOW, THEREFORE, the Declarant hereby amends the original Declaration thereto referred to above and declares that each and all of the Lots shall hereafter be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.**  
**RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for residential homes, which may not be leased to Third Parties but must be Owner occupied, except Lots may be utilized at Developer's sole discretion, for making a beach and marina or similar amenities to the Lake.
2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, pool/bath house, mail boxes, or other external improvement, above or



below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for Improvements which have been approved by Declarant and Declarant's appointee, as follows:

a. An Owner desiring to erect an Improvement to any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage (herein collectively referred to as the "plans") to the Declarant and Declarant's appointee with a \$250.00 nonrefundable review fee and up to a \$2,500.00 construction impact deposit, the amount determined by Declarant and Declarant's appointee, made payable to the Ritz Lake Homeowners Association (the "Association"). Declarant and Declarant's appointee shall transmit the construction impact deposit to Association within three (3) business days of receipt. Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the Declarant and Declarant's appointee of Owner's mailing address. The construction impact deposit will be deposited into Association's operating account and any interest shall accrue for the benefit of Association only. If, in the sole and absolute discretion of Declarant and Declarant's appointee or Association, Owner or its employees, independent contractors, successors or assigns, fail to adequately maintain Owner's Lot and surrounding areas free of debris, construction materials, dirt and other impacts from said construction, then the construction impact deposit may be used by Declarant and Declarant's appointee or Association, in their sole and absolute discretion, for upkeep and maintenance of the Owner's Lot and surrounding Lots which may be impacted by construction activities on Owner's Lot, which may include but is not limited to the following: removing trash, installing silt fence, cleaning the street, removing silt and re-seeding surrounding lots. Owner, by submission of plans to Declarant and Declarant's appointee grants all necessary approvals, easements and licenses to Declarant and Declarant's appointee, Association and any of their respective representatives or contractors to carry out the intentions of this paragraph. In the event that Declarant and Declarant's appointee, in its sole and absolute discretion, or Association if appointed by Declarant and Declarant's appointee, undertakes any actions due to impact by construction activities from Owner's Lot, Owner agrees to hold Declarant and Declarant's appointee, Association and their respective representatives and contractors harmless from any and all claims, demands, complaints, causes of action and liabilities relating thereto, from any persons whomsoever. Once construction activities are completed on Owner's Lot, a certificate of occupancy is issued and all required sidewalks, sod and trees are installed, Owner shall be entitled to a refund of any remaining portion of the construction deposit that has not been utilized by Declarant and Declarant's appointee or Association.

b. Declarant and Declarant's appointee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant and Declarant's appointee. In this regard, Declarant and Declarant's appointee intend that the Lots shall be a developed residential community with homes constructed of high quality materials. No pre-manufactured homes of any kind, other atypical improvements and home designs such as dome homes, A-frame houses, and log houses will be allowed. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant and Declarant's appointee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant and Declarant's appointee determine that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, Declarant and Declarant's appointee may refuse approval of the proposed Improvement.

c. Written Notice of any approval or disapproval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall



be mailed, if at all, within thirty days (30) after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant and Declarant's appointee.

d. No Lot owner or combination of Lot owners, or other person or persons shall have any right to take any action against Declarant and Declarant's appointee, or to control, direct or influence the acts of the Declarant and Declarant's appointee with respect to the approval or disapproval of any proposed improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant and Declarant's appointee by virtue of the authority granted to Declarant and Declarant's appointee in this Section, or as a result of any act or failure to act by Declarant and Declarant's appointee with respect to any proposed Improvement.

e. Any owner installing a geothermal heating/cooling system shall use a closed system which must be approved by the Declarant and Declarant's appointee.

3.

a. Lakeside Lots

No part of any residence, including decks, except as hereinafter provided for, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than thirty (30) feet, (lake lots 1-7 and lake lots 13-42 twenty-five (25) feet), nor nearer than ninety (90) feet from the rear Lot line (fifty-five (55) feet from the water's edge registered April 2015) with a minimum of thirty-five (35) feet of beach, nor nearer to the side Lot line than ten (10) feet.

b. Off Lake lots

No part of any residence, including decks, except as hereinafter provided for, may be erected or maintained on any of the lots nearer to the front street right-of-way ("R.O.W.") than twenty-five (25) feet, nor nearer to the rear lot line than twenty-five (25) feet (off - lake lots 1-4 of block 3 twenty (20) feet), nor nearer to the side Lot line than five (5) feet.

4. Residences designed for construction on RITZ LAKE shall be required to have the following minimum square footage; to wit:

a.

(i) One-story residences: minimum 1,900 for ranch style on the lake, and minimum 1,500 for off-lake lots, square feet of finished living area will be required on ground level. (Main floor)

(ii) One and one-half story residences: minimum 2,400 square feet of finished living area will be required with at least 1,500 square feet of finished living area required on the first floor.

(iii) Two-story and multi-story residences: minimum 2,400 square feet of finished living area will be required above grade level, with at least a minimum 1,400 square feet of finished living area required on the first floor.

b. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy



computed on outside measurement of the residence. The term shall not include any garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than thirty-five (35) feet in height.

- c. Each Residence shall include at least an attached three-car (off-lake 2-car) garage.
5. All exposed front foundation walls and fifty percent (50.0%) of the front of the residence must be covered with material such as brick, stone, EFIS or material approved by Declarant and Declarant's appointee. All corner lots with exposed foundation walls facing any side street shall be brick, stone, EFIS or material approved by Declarant and Declarant's appointee. All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by Declarant and Declarant's appointee.
6. The roof of all Improvements shall be covered with wood cedar shingles or shakes, slate, tile, or simulated shakes, of at least a 30-50 year rated composition asphalt shingle, or other material approved by Declarant and Declarant's appointee (which may include new products currently not in the market). The minimum roof pitch allowed on a main body pitched roof shall be 5/12 but a lower pitched roof may be allowed for a dormer or shed roof with approval by the Declarant and Declarant's appointee.
7. Residential siding types that shall not be allowed are 4' X 8' - 4' X 9' vertical type panels and logs. Horizontal vinyl, steel, wood, or concrete lap siding is allowed so long as such lap siding does not exceed eight inches where exposed to weather, with only low sheen finishes being acceptable which must be approved by the Declarant and Declarant's appointee. The Residential colors allowed shall be earth tones as approved by Declarant and Declarant's appointee.
8. Landscaping and Lawns
  - a. Prior to occupancy, all front lawns, including all areas between each Residence and any adjacent street, shall be fully sodded. Noxious weeds and plants shall be kept reasonably mowed and dead and all unsightly growth shall be removed from all improved Lots. Sod varieties, grass seed and chemicals applied to the lawns shall be only those approved by the architectural committee, or the homeowners association.
  - b. Trees. Each Lot Owner shall plant at the Lot Owner's expense, at least three (3) trees of at least 3" in diameter in the front yard of the Lot. The required trees shall be planted as soon after construction of a dwelling as weather permits. Each owner of off-lake lots shall plant, at the Owner's expense, at least two (2) trees of at least 3" in diameter. All tree species shall be only those approved by the architectural committee, or the homeowner's association.
  - c. No lawn irrigation equipment shall draw from the Lake for watering lawns.
9. Lot Grading/Grades
  - a. The first seventy (70) feet from the rear Lot line of lakefront lots must remain in sand (thirty-five (35) feet from the water's edge).
  - b. All grades from the front line of the residence must drain to the street.
  - c. Erosion Control must be maintained during the construction period and until vegetation is established on the lot, to avoid run off of excavation and lot grading material to flow into the lake. A silt fence must be installed at the rear of the Lot along the beach line, and must be maintained during construction. All rear down spouts should be discharged in an



underground pipe to the water's edge. All front-yard exterior drain spouts should be discharged to the street. Any type of wall or terrace installed to minimize beach erosion must be at least seventy (70) feet from the rear Lot line (thirty-five (35) feet from the water's edge).

- d. The Lot Owners acknowledge that Declarant and Declarant's appointee has employed a professional grading company and other professionals including engineers. However, the Declarant and Declarant's appointee is not liable for beach erosion. The Declarant and Declarant's appointee shall not be liable for any erosion. The Owner of each lot agrees to maintain its beach area, including erosion control.
  - e. Retaining Walls need to have natural stone appearance. No railroad tie retaining walls are permitted. Sea Walls shall be permitted only as approved by Declarant and Declarant's appointee. Design and materials needed for Retaining Walls and Sea Walls will have to be approved by the Declarant and Declarant's appointee.
  - f. No excavation material shall be spread across any Lot in such a fashion as to change the grade or contour of any Lot.
- 10. Run Off/Lake Pollution - Guidelines will be adapted and monitored by the Homeowners Association, which may include restrictions on fertilizing and weed control and weed control products. Only fertilizers that do not contain phosphates are permitted.
  - 11. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot or residence as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, during construction a professionally prepared sign of not more than six (6) square feet may be used for advertising the builder, subcontractors, and the bank which financed the construction loan for the home.
  - 12. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot.
  - 13. No outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
  - 14. No boat, camper, motor home, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than within the Residence) for more than twenty (20) days within a calendar year. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this shall not apply to trucks, tractors or commercial vehicles, which are necessary for the construction of residential dwellings or other Improvements during the period of construction.
  - 15. No incinerator or trash burner shall be permitted on any Lot. No garbage/trash, refuse, rubbish or



cutting shall be deposited on any street, road or Lot (except containers for pickup purposes). No above ground or buried propane, gasoline or other fuel tanks shall be permitted, except for portable propane tanks with capacities of 20 pounds or less for use in connection with outdoor gas grills and portable heaters. In addition, Developer shall be allowed gasoline tanks on the lot or lots of a marina. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street or Lot. Produce or vegetable gardens may only be planted and maintained in rear yards. No clothesline shall be permitted outside of any dwelling at any time.

16. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
17. All fences and landscaping must be approved by the Declarant and Declarant's appointee or its assigns. The approved style of fencing material is a 4 foot steel or aluminum, 3-rail, smooth top black fence. In the event such model of fencing material is no longer available, the Declarant and Declarant's appointee will approve a substitute with a substantially similar product. Fences are allowed only on side yards from the front dwelling line to no nearer than one hundred (100) feet from the rear Lot line, (sixty-five (65) feet from the water's edge) except for fences which are installed to enclose an in ground swimming pool (the "Pool Fence") which is constructed on the lot and which Pool Fence and the related pool improvements shall be subject to the following requirements:
  - a. Pool Fences are allowed to extend only on the side yards from the point 100' from the rear Lot line (sixty-five (65) feet from the water's edge), which is the point of the existing permitted fence line under this subparagraph along the side yard to a point no nearer than 80' from the rear Lot line (forty-five (45) feet from the water's edge), however, the Declarant and Declarant's appointee shall have the right in its sole discretion to approve a side yard Pool Fence at a location between the side yard and up to a distance 15' from and parallel to such side yard, depending on the plan. The retaining wall to the rear of the pool can be no higher than 36" and shall be a 'non-climbable' retaining wall. Where necessary, the appropriate fence, for safety purposes, shall be installed at the top of the retaining wall which fence height and materials shall be subject to the provisions of this subparagraph.
  - b. The only type of fencing allowed for the Pool Fence from the point 100' from the rear Lot line (seventy (70) feet from the water's edge), to 80' from the rear Lot line (forty-five (45) feet from the water's edge), is non-privacy steel or aluminum 3-rail black fence approved by the Declarant and declarant's appointee.
  - c. No fence, except pool fences will be allowed nearer than 80' from the rear Lot line (forty-five (45) feet from the water's edge).
  - d. Concrete, brick and stone piers and metal/PVC fence posts are allowed within the area from 100' from the rear Lot line (sixty-five (65) feet from the water's edge) to 80' from the rear Lot line (forty-five (45) feet from the water's edge) however, such concrete, brick and stone piers and metal/PVC fence posts can have a width no larger than two feet by two feet, be no closer than 10 feet apart and have a height of not more than six feet.
  - e. A maximum height of the fence within the area from 100' from the rear Lot line to 80' from the rear Lot line shall be a 72" high fence.
  - f. Any permanent structure that is around the in-ground pool or pool deck can be no taller than 36" from the ground level (i.e. pool ladders, diving boards, fountains, water falls, shrubs, or planted pots).



- g. The fencing to the rear of the pool can be no closer than 80' from the rear Lot line (forty-five (45) feet) and together with the retaining wall, cannot be any higher than 72", which fence shall also meet the same material and approval requirements of the Pool Fence described in this subparagraph.
  - h. The closest the pool can be from the side yard lot line is 20' and from the rear Lot line is 80' (forty-five (45) feet from the water's edge).
  - i. No swimming pools may extend more than one foot above ground level.
  - j. All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool shall be drained through the City's sewer system, lake, street, storm sewer or drainage ditch. The property owner must drain the pool by using a tank truck.
  - k. Prior to constructing the in ground pool, the owner must first deliver two (2) sets of construction plans, landscaping plans and site plans with the grade elevations to the Declarant and Declarant's appointee pursuant to Article I, Paragraph 2 of the Declaration for approval. The plans must show the pool location, pool fence, retaining wall, landscaping and all improvements related to the pool along with a description of the materials used, the dimensions of all improvements and the location of all improvements. An in-ground pool plan consistent with these requirements is available from the Declarant and Declarant's appointee.
18. Any lot owner must begin construction of their home within sixteen (16) months of the initial purchase of the lot from Declarant unless an individual or company buys more than one lot at the same time, which will allow for six (6) more months to begin construction for each lot. Construction of all Improvements must be completed within twelve (12) months from the date of excavation commencement. If any lot owner has not begun construction within the sixteen (16) month required construction period, Declarant may, but shall not be required to, buy the lot back at eighty-five percent (85%) of the original purchase price, from Declarant.
19. Driveways and Sidewalks
- a. Driveway approaches shall be constructed of concrete, brick or material acceptable to Declarant and Declarant's appointee. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, brick or material acceptable to Declarant and Declarant's appointee. No Asphalt overlay of driveway approaches will be permitted.
  - b. A public sidewalk shall be constructed in accordance with city codes and subdivision regulations. Sidewalks shall be concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed seven (7) feet back of the curb line and shall be constructed by the Owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.
20. No out buildings, no stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for an attached dog house, kennel/run; provided always that the construction plans, specifications and the location of the proposed have been first approved by the Declarant and Declarant's appointee. Doghouses and kennels/runs shall only be allowed to the rear of the residence, concealed from public view.
21. Any exterior air conditioning unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or



potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches. Lot maintenance shall be the owner's responsibility after Engineers certify that lots are buildable and buyers have closed the sale of their lot.

22. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.
23. No structure of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool/bath houses may be approved by the Declarant and Declarant's appointee as an improvement, pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside RITZ LAKE to any Lot.
24. Only motor vehicles, which are State registered and licensed, will be allowed to operate on the Ritz Lake subdivision roads. All motorized vehicles must have mufflers in good operating condition. Battery operated golf carts will be allowed, provided they are operated in compliance with all state and local laws. Only authorized Ritz Lake and Homeowners Association motorized vehicles will be permitted to operate on non-hard surfaced common areas.
25. All hunting and trapping is prohibited without a special permit from the Declarant and Declarant's appointee. Use of firearms, BB guns and air rifles within the Ritz Lake Subdivision is prohibited. Fishing huts are not allowed for ice fishing on Ritz Lake.
26. There shall be allowed not more than three domestic pets per household with only 2 of any species. Pets shall be restricted to the Owner's Lot, on a leash, or be under direct control of their Owner. All pet violations should be reported in writing to the Board of Directors of the Association and the local Humane Society. Owners will be directly liable for any damage or harm caused by unrestricted pets. "Any "bully-type" dog breeds shall not be permitted, including: Pitbull, American Bandogge, Cane Corso, American Staffordshire Terrier, Staffordshire Bull Terrier, Dogo Argentina, Presa Canario, American Bulldog or Gull Dong."
27. Camping overnight is prohibited on all Lots, which do not have a finished residence on the Lot. Overnight camping on finished residences shall not exceed three (3) continuous days.
28. Operating snowmobiles, ATVs and other non-licensed motorized vehicles ("Non-Licensed Vehicles") on the common areas; streets within the Ritz Lake Subdivision and on the frozen surface of the Lake are prohibited. Operating Non-Licensed Vehicles on another Owner's Lot is prohibited. Operating ATV's are allowed on an Owner's lot for maintenance and landscaping purposes. All Non-Licensed Vehicles are subject to all applicable local and state laws, must be registered with the Association, carry liability insurance and must display an Association sticker and Lot number.
29. Boats which are not in the water, boat trailers, recreational vehicles, campers and other trailers must be removed from the Owner's Lot within 48 hours unless stored in the garage of the residence. Boats on trailers may be parked in a driveway during the 15-day period between April 15 and April 30 and October 15 and October 30 when Owners are readying their boats for usage and/or storage. Maintaining boats, boat trailers, recreational vehicles, campers and other trailers on the Owner's Lot, other than set forth herein, are strictly



prohibited.

30. Boats/Docks/Lifts shall conform to the following standards and approved by the Declarant and Declarant's appointee:

a. Boats.

- (i) Inboard/Outboard (Stern Drive) boats shall not exceed twenty (20) feet hull length with 260/hp four (4) stroke engine.
- (ii) Direct Drive/V-Drive wake board and ski boats shall not exceed twenty-one and one-half (21.5) feet in hull length with four (4) stroke engine.
- (iii) Outboard boats shall not exceed eighteen (18) feet in hull length with 150/hp four (4) stroke engine.
- (iv) Pontoon boats shall not exceed twenty-five (25) feet in hull length with 115/hp four (4) stroke outboard engine.
- (v) Triple Pontoon (Tri-toon) boats shall not exceed twenty-five (25) feet in hull length with 150 hp four (4) stroke outboard engine.

b. Docks.

- (i) The Declarant and Declarant's appointee, or its successor, shall approve the location of all docks.
- (ii) Each Lot will be allowed a maximum of one (1) dock.
- (iii) Maximum length in water is thirty-five (35) feet and shall not exceed fifteen (15) feet in width unless approved by the Declarant and Declarant's appointee.
- (iv) Material for construction shall be rust resistant (aluminum, steel or wood), and approved by Declarant and Declarant's appointee.

c. Lifts.

- (i) The Declarant and Declarant's appointee, or its successor, shall approve the location of all lifts.
- (ii) Each Lot will be allowed a maximum of two (2) lift stations.
- (iii) Floating or stationary approved by Declarant and Declarant's appointee.
- (iv) Aluminum or galvanized steel (not painted).
- (v) All canopies need to be beige in color and approved by Declarant and Declarant's appointee.

d. Bubblers

- (i) Shall be allowed in the water during the winter months, but size of bubbler to be approved by Declarant and Declarant's appointee.



31. Boat Houses are prohibited.
32. Lot Owners are prohibited from using the Lake for boating unless construction of their residence has commenced on their Lot.
33. A boat launch area for Lakeside Lot Owners will be available; it will be maintained regularly and governed by the Ritz Lake Homeowner's Association.

## **ARTICLE II.**

### **REPRESENTATIONS AND WARRANTIES**

Representation and Warranties. The Declarant and Declarant's appointee employed a qualified testing laboratory to test compaction of the soil when grading was performed, but the Declarant and Declarant's appointee make no representation concerning the condition of the soil, the compaction or buildable quality of any particular lot, bank erosion, or the suitability of any particular lot for any particular style of house. The Buyer agrees that it is solely the Buyer's responsibility to make appropriate tests to determine the buildable quality of the soil, as well as the suitability of the Lot and the location of the utilities for any particular style of house. The Buyer acknowledges that no oral or written representation, statements, warranties or promises have been made by the Declarant and Declarant's appointee or its agents or employees or any person purporting to represent it, except as written herein. Buyer shall hold Declarant and Declarant's appointee harmless under this paragraph and Developer shall not be held responsible for any damages, including those consequential thereto.



**ARTICLE III.**  
**RITZ LAKE HOMEOWNERS ASSOCIATION**

1. The Association. Declarant and Declarant's appointee have caused the incorporation of RITZ LAKE HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the lakeside residents of Lots 1 – 50, Block 4, Ritz Lake, a Subdivision, as surveyed, platted and recorded in Dodge County, Nebraska, including:

a. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of Ritz Lake and collecting dues for the operation and maintenance of the Lake (the "Lake Rules and Regulations"). The Declarant and Declarant's appointee have established the initial Lake Rules and Regulations for Ritz Lake at the time of recording these Covenants. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

b. While Declarant and Declarant's appointee do not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and non-dedicated roads, pathways, entry areas and green areas; and signs and entrances for RITZ LAKE. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

c. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

d. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of RITZ LAKE; and the protection and maintenance of the residential character of RITZ LAKE.

e. The enforcement of these Covenants and the Lake Rules and Regulations, including the authority to bring the appropriate court action, including an action for a temporary restraining order, preliminary injunction or permanent injunction enjoining such violations. In addition to all other rights and remedies available to the Association in the event of a violation or breach of any of the Covenants or Lake Rules and Regulations, the Association shall have the right to assess the property owner who is responsible for such violation the amount incurred by the Association in remedying the violation and enforcing the Covenants and Rules, which includes, but is not limited to, reasonable labor and material costs incurred by the Association in fixing, repairing and/or remedying the violation or enforcing the Covenants and Rules, an administration fee of 10% of such costs to reimburse the Association for its efforts in remedying the violations and enforcing the Covenants and Rules, reasonable attorney fees, court costs, and other reasonable expenses incurred in enforcing the Covenants and Rules, and interest on



such costs and expenses paid by the Association at the rate of 10% per annum until paid.

2. Membership and Voting. The RITZ LAKE subdivision is divided into separate lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association for purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot other than Declarant and Declarant's appointee, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant shall be entitled to twenty (20) votes per Lot owned by Declarant.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares or public property within (Outlots: A, B, C, and D) or near the RITZ LAKE northwest main entryway.
- c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- d. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- e. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- g. The deposit, investments and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.



h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association. The Board of Directors of the Association shall have the right to hire a management company to manage and operate the Lake and/or Common Facilities and to assist in the collection of dues.

i. General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

j. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

k. The exercise of any and all rights assigned to the Association by Declarant and Declarant's appointee including but not limited to the architectural control of the improvements constructed in RITZ LAKE.

4. Mandatory Duties of the Association. The Association shall maintain and repair any amenities such as the Lake, Lake amenities, fences, signage, monuments, landscaping, recreational, etc. which have been or will be installed by Declarant and Declarant's appointee along the northwest main entrance and common areas of RITZ LAKE (Outlots: A, B, C, and I).

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the Board of Directors of the Association shall fix the dues and assessments, which shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. Liens and Person Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article and to fulfill the Mandatory Duties of the Association described in Section 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance



with Section 10 below, the aggregate dues which may become due and payable in any year shall be:

- a. Seven hundred fifty and no/100 dollars (\$750.00) per Lakeside Lot due January 1<sup>st</sup> of each year.
- b. In each calendar year beginning on January 1<sup>st</sup>, 2016 and continuing thereafter, the aggregate dues can be increased to one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.
- c. Dues shall start upon commencement of construction of improvements on the lot and prorated during the first year.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of the Lake, Lake Improvements and amenities, and of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments for extraordinary costs in each calendar year shall be limited in amount to Six Hundred and no/100 dollars (\$600.00) per lot.

11. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lakeside Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.

12. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment, which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

14. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

15. Interior Least Terns and Piping Plovers. Interior Least Terns (*Sternula antillarum athalassos*) are federally and state listed as endangered and Piping Plovers (*Charadrius melodus*) are federally and state listed as threatened. These birds nest on bare or sparsely vegetated expanses of sand and gravel. They frequently nest on river sandbars, and spoil piles at sand and gravel mines, and on beaches at lakeshore housing developments. The birds are expected in the area from 15 April to 15 August. Destruction of



nests, eggs, chicks, or adults, and harassment or disturbance of the birds in any way are violations of the Federal Endangered Species Act (87 Stat.884. as amended; 16 U.S.C. 1531 et seq.) and the Nebraska Nongame and Endangered Species Conservation Act (37-811). Property owners recognize that if nesting occurs on their property, these birds and their nests and young, cannot be approached or disturbed. Property owners further recognize their responsibility to manage their site to plan construction (or other activities) outside the nesting season or to implement management practices outside of the nesting season (15 April to 15 August) that makes their property unsuitable to nesting birds. The Tern and Plover Conservation Partnership, in cooperation with the Nebraska Game and Parks Commission and U.S. Fish and Wildlife Service will, at the request of property owners, offer advice and assist property owners with management strategies. It is the goal of the Tern and Plover Conservation Partnership, Nebraska Game and Parks Commission, and the U.S. Fish and Wildlife Service to work cooperatively with property owners to proactively prevent bird-human conflicts and allow property owners to use and develop their property.



**ARTICLE IV.**  
**RITZ LAKE VILLAS HOMEOWNERS ASSOCIATION**

1. The Association. Declarant and Declarant's appointee have caused the incorporation of the RITZ LAKE VILLAS HOMEOWNERS ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to in this article as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the RITZ LAKE VILLAS, lots 1-12(blocks 1 and 2) inclusive and off lake lots 1-4(block 3) inclusive, all in RITZ LAKE, a subdivision as surveyed, platted and recorded in Dodge County, Nebraska including:

a. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

b. While Declarant and Declarant's appointee do not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and non-dedicated roads, pathways, entry areas and green areas; and signs and entrances for RITZ LAKE. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

c. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

d. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of RITZ LAKE; and the protection and maintenance of the residential character of RITZ LAKE.

e. The enforcement of these Covenants and Rules, including the authority to bring the appropriate court action, including an action for a temporary restraining order, preliminary injunction or permanent injunction enjoining such violations. In addition to all other rights and remedies available to the Association in the event of a violation or breach of any of the Covenants or Rules, the Association shall have the right to assess the property owner who is responsible for such violation the amount incurred by the Association in remedying the violation and enforcing the Covenants and Rules, which includes, but is not limited to, reasonable labor and material costs incurred by the Association in fixing, repairing and/or remedying the violation or enforcing the Covenants and Rules, an administration fee of 10% of such costs to reimburse the Association for its efforts in remedying the violations and enforcing the Covenants and Rules, reasonable attorney fees, court costs, and other reasonable expenses incurred in enforcing the Covenants and Rules, and interest on such costs and expenses paid by the Association at the rate of 10% per annum until paid.



2. Membership and Voting. The RITZ LAKE VILLAS are divided into separate lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association for purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot other than Declarant and Declarant's appointee, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant shall be entitled to ten (10) votes per Lot owned by Declarant.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares or public property within (Outlots: D, E, F, G, G-A and H) or near the RITZ LAKE southwest entryway.

c. The Association shall provide exterior maintenance services upon each Off-Lake Villa Lot as follows:

- (i) Care and maintenance of lawns (to include regular mowing and application of chemical fertilizers and herbicides as necessary).
- (ii) Any trees or exterior landscaping improvements installed by or at the direction of the Owner of a Lot shall be and remain the responsibility of the owner. The Owner is responsible for replacement of all dead trees or other exterior landscaping improvement and upon failure to do so and after notice shall allow the Association to replace such dead trees or exterior landscape improvements at the expense of the Owner of record at the time of replacement and the Owner shall reimburse the Association on demand.
- (iii) The Association shall provide removal of snow from drives, front walks and stoops only, as determined by guidelines set forth by the Board of Directors.
- (iv) Removal of trash no less often than weekly (Resident must place at curbside on designated day).
- (v) The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
- (vi) Owners are responsible for their own insurance and the payment of all the utility services relating to their respective lot.



d. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

g. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

h. The deposit, investments and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association. The Board of Directors of the Association shall have the right to hire a management company to manage and operate the Common Facilities and to assist in the collection of dues.

j. General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

l. The exercise of any and all rights assigned to the Association by Declarant and Declarant's appointee including but not limited to the architectural control of the improvements constructed in RITZ LAKE.

4. Mandatory Duties of the Association. The Association shall maintain and repair any amenities such as, fences, signage, monuments, landscaping, recreational, etc. which have been or will be installed by Declarant and Declarant's appointee along the southwest entryway and common areas of RITZ LAKE near the RITZ LAKE VILLAS (Outlots: D, E, F, G, G-A and H).

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the Board of Directors of the Association shall fix the dues and assessments, which shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration,



the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. Liens and Person Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article and to fulfill the Mandatory Duties of the Association described in Section 4 of this Article.

9. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10 below, the aggregate dues which may become due and payable in any year shall be:

a. Two thousand one hundred and no/100 dollars (\$2,100.00) per Villa Lot, payable monthly on the 1<sup>st</sup> day of the month in the amount of one hundred seventy-five and no/100 dollars (\$175.00).

b. In each calendar year beginning on January 1, 2016 and thereafter, the aggregate dues can be increased to one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

c. Dues shall commence upon the month following the date of certification of occupancy of the Villa or one (1) year from the date of commencement of construction of the Villa, whichever is earlier.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvements, amenities, and of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Six Hundred and no/100 dollars (\$600.00) per lot.

11. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.

12. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether



the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment, which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

14. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.



**ARTICLE V.**  
**LAKE RULES AND REGULATIONS**

1. Rules and Regulations. The Declarant and Declarant's appointee have established the Lake Rules and Regulations for the use of the Lake by the Owners of the Lakeside Lots 1 – 50, Block 4, Ritz Lake, a subdivision as surveyed, platted and recorded in Dodge County, Nebraska, and their guests. At the time Owner purchases a Lot, the Owner shall receive the Lake Rules and Regulations for the use of the Lake, and will acknowledge receipt of such Lake Rules and Regulations by executing the appropriate receipt. All Owners and their guests are hereby notified that they are bound by the Lake Rules and Regulations for the use of the Ritz Lake established by the Declarant and Declarant's appointee and/or Association, as such rules are now stated and amended from time to time, and the provisions of these Covenants.
2. Restrictions and covenants pertaining to the use of the Lake. In addition to the Restrictions and Covenants set forth in Article I hereof, the Declarant and Declarant's appointee hereby establish the following restrictions and covenants pertaining to the use of Ritz Lake:
  - a. All boats operating on the Lake must comply with all the Lake Rules and Regulations as well as Regulations established by the State of Nebraska for boating. All boats shall further comply with usage restrictions, including inspection and procedures to bring in and remove boats for protecting the lake from Zebra Mussels.
  - b. All boats on the Lake must be owned by Lot Owners and registered with the Association. All boats (power boats, canoes, paddle boats, fishing boats, sail boats, etc.) and must display the Association sticker and the Owner's Lot Number in the size established by the Association in a visible position on the starboard AFT (right rear) side. No guest or other boats shall be permitted on the Lake. Each Lakefront Lot may possess two motorized boats.
  - c. Air boats, Jet Powered Boats or any other Jet Powered Personal Watercraft of any brand, make or model, and Boats with above water exhaust systems are prohibited.
  - d. Boats speeding on the Lake are prohibited. The Declarant and Declarant's appointee and/or Association shall establish the boat speed limit at 35 mph on the Lake and set forth such maximum speed limit in the Lake Rules and Regulations. Speed within fifty (50) feet of the launching, shore and dock areas is always NO WAKE, and on the Lake proper between sundown and sunrise, is NO WAKE. All motorized boat traffic must maintain at least fifty (50) feet from the water's edge.
  - e. All boats and others being pulled by a boat must remain a minimum of fifty (50) feet from the shore and/or docks.
  - f. The ski pattern shall be counter-clockwise.
  - g. Water skiing is not permitted before 9:00AM or after sundown.
  - h. Before 9:00AM or after sundown, boats are not to be run fast enough to cause a wake and running lights must be used.
  - i. Lot owners shall provide to Declarant and Declarant's appointee annually, proof of liability insurance.
  - j. No live minnow or other live fish type of bait allowed for fishing. Unauthorized restocking



of fish is prohibited.

- k. In addition to the above restrictions and covenants, the use of the Lake shall also be subject to the Lake Rules and Regulations, as amended from time to time.
3. Owners of Ritz Lake Villas, Lots 1 – 12 (Blocks 1 and 2) and Off Lake Lots 1 – 4 (Block 3) in Ritz Lake, a subdivision, as surveyed, platted and recorded in Dodge County, Nebraska, shall not have access to the Lake except that Declarant shall designate an area selected by Declarant where the Owners of the Villas and their guests shall be able to have access to a beach adjacent to the Lake and to fish from a dock to be designated by Declarant. There shall be no access to the Lake for swimming or boating by the Villa Owners or their guests.

## **ARTICLE VI. EASEMENTS**

1. A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across land abutting boundary lines of the Lots as platted and recorded.
2. There is hereby reserved and granted to the Declarant and the Association, and their respective officers, directors, employees, agents and contractors, a perpetual and nonexclusive easement for access to, from, on and along all Lots for the purpose of performing all Exterior Maintenance Services.

## **ARTICLE VII. GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Declarant and Declarant's appointee, the Declarant and Declarant's appointee or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant and Declarant's appointee or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant and Declarant's appointee in any manner which it may determine in its full and absolute discretion until all Lots in all phases have been sold, or for a period of thirty (30) years from the date hereof, whichever first occurs. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75) percent of the Lots covered by this Declaration.
3. Declarant and Declarant's appointee may amend these covenants and restrictions in its sole discretion, including increasing the number of lots to include those lots within any additional phase as shown on Exhibit "A", until the conditions set forth above in paragraph 2 have satisfied.
4. The Ritz Lake, LLC., or its successor or assign, may terminate its status as Declarant and



Declarant's appointee under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant and Declarant's appointee. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant and Declarant's appointee, and such appointee shall thereafter serve as Declarant and Declarant's appointee with the same authority and powers as the original Declarant and Declarant's appointee.

5. Invalidation of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

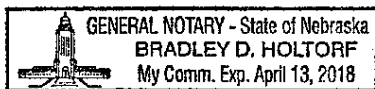
IN WITNESS WHEREOF, the Declarant and Declarant's appointee have caused these presents to be executed this 9 day of June, 2017.

DECLARANT:  
The Ritz Lake LLC.

By: Kent Douglas Ritthaler

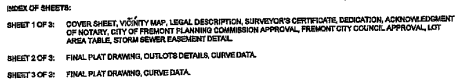
STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DODGE )

On this 9<sup>th</sup> day of June, 2017 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared **Kent Douglas Ritthaler**, to me personally known, who being by me duly sworn, did say that he is the Managing Member of The Ritz Lake, LLC., executing the foregoing instrument and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the officer voluntarily executed.



[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE





**SURVEYOR'S CERTIFICATE**

I, MICHAEL R. JOHNSON, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT "THE LARGE DEVELOPMENT ADDITION" HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION AND THAT THE "DESCRIPTION OF 'THE LARGE DEVELOPMENT ADDITION' IS AS STATED ON THIS PLAT. PERMANENT MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT."

04/26/2013 Michael R. Johnson 526  
DATE SURVEYOR'S NAME PLAT NUMBER  
MICHAEL R. JOHNSON  
1111 LINCOLN HALL  
SUITE 111  
LINCOLN, NE 68506

BLOCK 1		LOT AREA TABLE		BLOCK 4	
LOT NUMBER	AREA IN SQ. FEET	AREA IN AC.	LOT NUMBER	AREA IN SQ. FEET	AREA IN AC.
1001	1,000.00	0.023	1011	10,000.00	0.230
1002	1,000.00	0.023	1012	10,000.00	0.230
1003	1,000.00	0.023	1013	10,000.00	0.230
1004	1,000.00	0.023	1014	10,000.00	0.230
1005	1,000.00	0.023	1015	10,000.00	0.230
1006	1,000.00	0.023	1016	10,000.00	0.230
1007	1,000.00	0.023	1017	10,000.00	0.230
1008	1,000.00	0.023	1018	10,000.00	0.230
1009	1,000.00	0.023	1019	10,000.00	0.230
1010	1,000.00	0.023	1020	10,000.00	0.230
1011	1,000.00	0.023	1021	10,000.00	0.230
1012	1,000.00	0.023	1022	10,000.00	0.230
1013	1,000.00	0.023	1023	10,000.00	0.230
1014	1,000.00	0.023	1024	10,000.00	0.230
1015	1,000.00	0.023	1025	10,000.00	0.230
1016	1,000.00	0.023	1026	10,000.00	0.230
1017	1,000.00	0.023	1027	10,000.00	0.230
1018	1,000.00	0.023	1028	10,000.00	0.230
1019	1,000.00	0.023	1029	10,000.00	0.230
1020	1,000.00	0.023	1030	10,000.00	0.230
1021	1,000.00	0.023	1031	10,000.00	0.230
1022	1,000.00	0.023	1032	10,000.00	0.230
1023	1,000.00	0.023	1033	10,000.00	0.230
1024	1,000.00	0.023	1034	10,000.00	0.230
1025	1,000.00	0.023	1035	10,000.00	0.230
1026	1,000.00	0.023	1036	10,000.00	0.230
1027	1,000.00	0.023	1037	10,000.00	0.230
1028	1,000.00	0.023	1038	10,000.00	0.230
1029	1,000.00	0.023	1039	10,000.00	0.230
1030	1,000.00	0.023	1040	10,000.00	0.230
1031	1,000.00	0.023	1041	10,000.00	0.230
1032	1,000.00	0.023	1042	10,000.00	0.230
1033	1,000.00	0.023	1043	10,000.00	0.230
1034	1,000.00	0.023	1044	10,000.00	0.230
1035	1,000.00	0.023	1045	10,000.00	0.230
1036	1,000.00	0.023	1046	10,000.00	0.230
1037	1,000.00	0.023	1047	10,000.00	0.230
1038	1,000.00	0.023	1048	10,000.00	0.230
1039	1,000.00	0.023	1049	10,000.00	0.230
1040	1,000.00	0.023	1050	10,000.00	0.230
1041	1,000.00	0.023	1051	10,000.00	0.230
1042	1,000.00	0.023	1052	10,000.00	0.230
1043	1,000.00	0.023	1053	10,000.00	0.230
1044	1,000.00	0.023	1054	10,000.00	0.230
1045	1,000.00	0.023	1055	10,000.00	0.230
1046	1,000.00	0.023	1056	10,000.00	0.230
1047	1,000.00	0.023	1057	10,000.00	0.230
1048	1,000.00	0.023	1058	10,000.00	0.230
1049	1,000.00	0.023	1059	10,000.00	0.230
1050	1,000.00	0.023	1060	10,000.00	0.230
1051	1,000.00	0.023	1061	10,000.00	0.230

[illegible]



