

48-271

**DECLARATORY STATEMENT OF COVENANTS
TO RUN WITH THE LAND**

That the undersigned is the owner of all certain real property known as Hanson's Lakes and more legally described as follows:

Out Lots 1 thru 76 and Lots 1 thru 235

Hanson's Lakes, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

a part of which real property is now and will hereafter be platted as Hanson's Lakes, Sarpy County, Nebraska, and plats of which will subsequently be recorded from time to time in the Office of the Recorder of Deeds for Sarpy County, Nebraska, hereby makes the following declarations as to limitations, restrictions, and uses to which certain of the lots and/or tracts constituting said subdivision may be put, hereby specifying that said Declaration shall constitute covenants to run with that portion of the land for which said covenants and restrictions shall be adopted as shall be shown and disclosed on the respective plats as filed, as provided by law, and shall be binding on all said designated platted properties (except as to those areas which may be specifically exempted from the application hereof by appropriate notation on any such plat) and shall be binding on all persons claiming under the undersigned and for the benefit of and limitation upon all future lot owners in said subdivision. This declaration of restrictions is designed for the purpose of keeping said subdivision desirable, uniform and in suitable esthetic, practical, and architectural design and use as herein specified:

COVENANTS AND RESTRICTIONS

In the following Covenants and Restrictions whenever the term "Seller" shall appear or be used herein, it shall be deemed and construed to mean and include "Hanson's Lakes Limited", its successors and assigns, and whenever the term "Purchaser" shall appear or be used herein, it shall be deemed and construed to mean and include all "purchasers" and their respective heirs, legal representatives, administrators, executors and assigns; and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns, as the situation shall be.

The Seller may, from time to time, assign to Hanson's Lake Associations #1, #2, or #3, or the Southern Sarpy County Lake Association, one or more or all of the rights, privileges, regulatory authorities, duties and obligations it holds pursuant to and under the terms of the following covenants and Restrictions, and upon the assignment thereof, said assignee shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Seller.

UTILITIES COVENANT. The Purchaser understands that at the present time sewage disposal is by means of individual disposal units, and as a partial consideration for the conveyance of the property, the Purchaser specifically agrees to install on his property only such sewage disposal units as are approved by the Seller, and/or authorized state or local governmental officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection by the Seller.

It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event, the Purchaser agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the subdivision.

MEMBERSHIP COVENANT. Membership in the Southern Sarpy County Lake Association, Inc., a non-profit Nebraska corporation, hereinafter called Association, is and shall remain mandatory and shall be granted to the grantees or lessees of any Lot or Lots at the rate of one (1) such membership per lot. In addition to the Protective Covenants, Conditions and Easements herein contained, ownership, use and enjoyment, sale and/or conveyance of any lot or lots shall conform to and be bound by the Articles of Incorporation, By-Laws and Actions legally taken by the Association. All dues and assessments levied by the Association shall be paid by the membership to remain in good standing. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall, after the respective dates, become a lien thereon in favor of said Southern Sarpy County Lake Association, Inc., and shall be enforceable by said Association.

RESTRICTIONS:

1. **USE OF LOT OR LOTS:** All lakefront lots shall be used exclusively for detached single-family residential purposes except such lots as may hereafter be conveyed or dedicated by Association for public, educational, church, charitable or Association uses. No structures shall be erected, altered, placed or permitted to remain on any Lot or Lots other than one (1) detached single-family dwelling not to exceed two and one-half (2½) stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses. The Association agrees not to use any lots on Lake No. 1 for sanitary sewer treatment facility. All lots not fronting on the lake shall be used only for a garage.

2. **TEMPORARY RESIDENCES PROHIBITED:** No trailer, basement, tent, shack, garage, barn or other out-building erected on any Lot or Lots shall at any time be used as a residence, temporarily or permanently. Trailers in use at the time these covenants are adopted may remain in their present status, but such non-conforming use shall terminate at such time the trailer is moved, abandoned or demolished.

3. **CONTROL OF LAKES:** For the purposes of this article, Southern Sarpy County Lake Association, Inc. shall be composed of four sub-associations: Hanson's Lake No. 1 Association, Hanson's Lake No. 2 Association, Hanson's Lake No. 3 Association, and Hanson's Lake No. 4 Association. Each lake in the Hanson's Lake area shall be controlled by a separate Association consisting of the owners or lessees of any lots fronting on the respective lake, and

4. STRUCTURES IN LAKE WATERS: With the exception of boat houses or docks already constructed, the construction, erection or placement of any structure or structures in lake waters shall be at the absolute discretion of the individual lake association, and permission for such construction, erection or placement shall first be obtained from the appropriate lake association before commencing construction.

5. OTHER STRUCTURES PERMITTED: If constructed according to plans approved in writing by the Association, any structure incidental to residential purposes and permitted by applicable Sarpy County, Nebraska, zoning regulations shall be permitted to be erected on any lot or lots.

6. SUBDIVIDING LOTS PROHIBITED: The subdividing of any lot or lots is specifically prohibited.

7. PLACEMENT REQUIREMENTS: All structures erected on any lot or lots shall be erected, placed or set back from the water line so as not to create a safety hazard, and shall conform with any existing structures. The appropriate Lake Association shall be the final authority for determination of the location of water's edge with respect to any lot or lots. All other placement or setback requirements shall be governed by applicable Sarpy County, Nebraska, zoning regulations. Design of a structure or structures must be taken into account existing topography of a lot or lots and a minimum of earth moving and destruction of vegetation is required.

8. DWELLING SIZE AND OCCUPANCY: On all lots zoned or classified by applicable Sarpy County, Nebraska, zoning regulations as seasonal dwellings, minimum dwelling size shall be the same as is required by the Sarpy County, Nebraska, zoning regulations, and shall further be designed to accomodate one person or one family group.

9. APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or construction on any lot, one (1) copy of the following plans and specifications must be submitted to Association for written approval: Site Plan; Plot Plan; Elevations; Drainage Plan; Septic System; Exterior Materials; Floor Plan; and Foundation Plan. All plans and specifications shall be retained by the Association. Within thirty (30) days of receipt of plans and specifications, the Association shall notify in writing the owner or his agents of approval or disapproval. If disapproval, the Association must supply the owner or his agents with written reasons therefor. If the Association fails to act for thirty (30) days, plans and specifications shall be deemed approved as submitted. Nothing contained in this paragraph shall be construed to limit enforcement of any other provisions contained in these Protective Covenants, and Conditions.

No structures of any type or nature that were erected in any other location than Hanson's Lakes shall be moved to or permitted to remain on any lot or lots. This provision shall not be construed to ban the erection of Modular Dwellings on any lot or lots.

10. BOAT RAMP REGULATIONS. There will be no boat ramps for public use or use by anyone not a lot owner immediately adjacent to the lakes except for that which would be approved by the Southern Sarpy County Lake Association, Inc.

by the Association's rules and no animal or bird shall be allowed in the waters of the Lake; storage of inoperable vehicles; the unsightly storage of any vehicle or object; allowing noxious weeds, unsightly vegetation, garbage, trash, or any other condition that detracts from the enjoyment of Hanson's Lakes; the exterior of all structures shall be kept in reasonable repair; allowing any use creating an excessive noise; no discharging of firearms within the Lake area. The enforcement of these prohibitions shall be exercised by the Association and the Association shall create rules and procedures governing the same.

12. Seller, for itself, licensees or assigns, reserves a perpetual easement 10 feet in width on both sides of all public and private rights-of-way.

The above and foregoing Protective Covenants and Conditions shall run with the land and be binding on the owner or lessees of any lot or lots until January 1, 2010, at which time they shall be extended automatically for successive periods of ten (10) years, unless pursuant to a written agreement by and between a two-thirds (2/3) majority of the then owners of the above described lots, and subject to the written approval of the Association, they shall be charged in whole or in part. If such agreement is reached, it shall be executed and recorded in the manner provided by law.

Nothing contained herein nor anything contained in the Articles of Incorporation, By-Laws, or Actions legally taken by the Association shall be construed to limit enforcement of a lien validly obtained on any lot or lots.

Association, or the owner or owners of any lot or lots shall have the right to enforce, at law or in equity, any and all of the above and foregoing Protective Covenants and Conditions, and to seek an injunction to prevent violation or threatened violation of any provision herein contained. Invalidation of any provision herein contained shall not affect the enforceability of any other provision herein contained.

These restrictions and covenants run with the land, and shall bind the Purchasers, their heirs, executors, administrators, personal representatives, and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation.

The undersigned owners, Hanson's Lakes Limited, of this subdivision will not be personally liable for any association dues on lots that are not sold or leased. The undersigned do covenant and agree that any lot leased will have a provision to include association dues in accordance with and equal to that of an individual purchasing a lot from the undersigned, Hanson's Lakes Limited, and the undersigned will become personally liable for the collection of said annual association assessments due on any lots it leases.

Dated this 30 day of April, 1975.

State of Nebraska)
) ss.
County of Sarpy)

On this 30 day of April, 1975, before me,
the undersigned, a Notary Public in and for said County, personally came
James Hanson, General Partner of Hanson's Lakes Limited, a partnership, to
me personally known to be the general partner and the identical person
whose name is affixed to the above Covenants, and acknowledged the execution
thereof to be his voluntary act and deed as such partner, and the voluntary
act and deed of said partnership.

Witness my hand and Notarial Seal at Papillion in said
County the day and year last above written.



HAROLD R. YOUNG, JR.
GENERAL NOTARY, State of Neb.
My Commission Expires
February 7, 1977

[Signature]
Notary Public

Commission expires: Feb. 2, 1977

STATE OF NEBRASKA)
) ss.
County of Sarpy)

Before me, a Notary Public qualified for said County, personally
came JAMES A. HANSON, President of Hanson's Lakes Incorporated, A Ne-
braska Corporation, known to me to be the President and identical per-
son who signed the foregoing instrument and acknowledged the execution
thereof to be his voluntary act and deed as such officer and the vol-
untary act and deed of said corporation and that its corporate seal
was thereto affixed by its authority.