

Return to:
Pacesetter Homes, Inc.
7002 S. 131 Ave.
Omaha, NE 68138

RECORDED BY
SECURITY LAND TITLE COMPANY

1

BOOK 1077 PAGE 151

T -

1

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LAKE SHORE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION is made by Pacesetter Homes, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of real property described as follows:

Lots 264 through 328, inclusive in Lake Shore, a Subdivision in Douglas County, Nebraska

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

Declarant hereby declares that each and all of the Lots shall 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, and each Lot is and shall be subject to all and each of the following covenants and conditions:

ARTICLE I

RESTRICTIONS AND COVENANTS

1. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the lots. No lots shall be used except for residential purposes. Provided, however, this prohibition shall not apply to:
 - (a) such lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a common facility, or as a church, park, school or for other non-profit use.
 - (b) any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the lots;
 - (c) any portion of a building used by Declarant, its licensees or assigns for a manager's office or a sales office.
2. The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

1,300 square feet on the ground floor for any single story ranch type house, not having a basement garage.

1,300 square feet on the main floor of any one-story house which has a basement garage plan or a split-entry design.

1,200 square feet on the main floor of any one and one-half story house.

1,800 square feet above the basement level of any two-story house.

1,600 square feet throughout the house in any bi-level, tri-level, or split-level house.

For each residential structure there must be erected a garage for not less than two (2) cars.

3. For a period of fifteen years after the filing of this Declaration, no tool sheds will be allowed, no residence, building, fence, wall, driveway, patio, enclosure, swimming pool, basketball backboard, dog house, tree house, flag pole, solar heating or cooling device, windmill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, re-constructed or remodeled, 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 as follows:

A. An owner desiring to erect or remodel the exterior of an Improvement shall deliver two sets of construction plans, landscaping plans, and plot plans showing the horizontal and vertical location of the improvement on the Lot to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description of the 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 of the Owner's mailing address.

B. Declarant 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. In this regard, Declarant intends that the Lots shall be developed into a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines 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 may refuse approval of the proposed Improvement.

- C. Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice or refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.
4. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height at street level.
 5. The exposed front foundation wall of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls must be painted. All driveways must be constructed of concrete, concrete blocks, brick or stone. All exterior painting or repainting of any improvement shall be of an earthy color.
 6. 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 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. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.
 7. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot.
 8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted outside on any Lot at any time; nor shall unsightly vehicles 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.
 9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck exceeding a three-quarter ton weight registration, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles in operating condition 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 Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or grass cuttings shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.
11. 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.
12. No fence shall be permitted except in the rear yard of a Lot, and shall not extend beyond the rear line of the main residential structure unless written approval is first obtained from Declarant. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards.
13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot, except as approved by Declarant.
14. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No improvement should be placed, nor any Lot graded, to interfere with such water drainage plan.
15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.
16. 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 that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or

its assigns, as required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view. The total number of dogs and/or cats kept within the dwelling units on a Lot shall not exceed two (2).

- 17. 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 any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eighteen (18) inches.
- 18. 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 smallest Lot in the original plat.
- 19. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be used as a residence on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Lake Shore to any Lot unless the written approval of Declarant is first obtained.
- 20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
- 21. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

ARTICLE II

EASEMENTS

- 1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U. S. West Communications, Inc., any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities District, and Sanitary and Improvement District No. 341 of Douglas County, Nebraska, their successors and assigns, to construct and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sound of all kinds, including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; and eight (8) foot

wide strip of land abutting the rear boundary lines of all Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforementioned uses or rights granted herein.

2. In the event ninety percent (90%) of all Lots within the Subdivision are not improved within five (5) years after the date on which U. S. West Communications, Inc. files notice that it has completed installation of telephone lines to all of Lots covered by these Covenants in the Subdivision (herein the "Subdivision Improvement Date"), then U. S. West Communications, Inc. may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority. The connection charge described herein shall be void and nonassessable in the event construction shall have commenced on at least 90 percent of the lots subject to these covenants within five years from the date U. S. West Communications, Inc., files the above-described notice.

Should such charge be implemented by U. S. West Communications, Inc. and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) U. S. West Communications, Inc. sends each owner of record a written statement or billing for Four Hundred Fifty Dollars (\$450.00) for each unimproved Lot.

ARTICLE III

GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only to the Declarant, the Declarant 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 for such violation. Failure by the Declarant 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 for a term of thirty (30) years from the date this Declaration is recorded, but shall then be automatically renewed for successive periods of ten (10) years each unless terminated as provided below. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended or, after thirty years, terminated, by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.
- 3. Pacesetter Homes, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such Filing, Pacesetter may appoint another entity, association or individual(s) to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.
- 4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

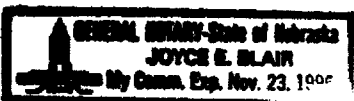
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 7 day of June, 1993.

PACESETTER HOMES, INC.

By: *Ralph J. Hearren*

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of June, 1993, by Ralph J. Hearren, President of Pacesetter Homes, Inc., on behalf of Pacesetter Homes, Inc.



Joyce E. Blair
 Notary Public

152144 1077 Comp FB 11-21550.
 CASH BK PG 151-157 C/O COMP MC-SCAN JM
 FEE 6750 OF Misc LEGL PG 151 MC FV

RECEIVED
 JUN 9 8 50 AM '93
 RECORDS SECTION
 COUNTY OF DOUGLAS, NE