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 Platte County }
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Barbara J. Hummer
 Register of Deeds

ORIGINAL FILED IN PLAT BOOK 23,
 PAGES 41, 42 & 43.

THE ESTATES AT LAKE OCONEE
 RESTRICTIVE COVENANTS AND CONDITIONS
 COLUMBUS, PLATTE COUNTY, NEBRASKA
 DECLARATION OF PURPOSE

Declarant is the owner of the NE¼ of Section 13, Township 17 North, Range 2 West and the NW¼ of Section 18, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, in which The Estates at Lake Oconee is located.

WHEREAS, Declarant desires to provide for the construction of a planned residential area consisting of single family residences, townhouses and including, without limitation, open spaces and recreational facilities; and

WHEREAS, Declarant at this time includes in this Declaration and imposes the restrictions upon the common areas and lots of the property described above.

NOW, THEREFORE, Declarant hereby declares that the lots of the property described above shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter collectively termed "covenants and restrictions") which are for the purpose of protecting the value and desirability of the all lots to be developed and sold to third parties located in NE¼ of Section 13, Township 17 North, Range 2 West and the NW¼ of Section 18, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, of which The Estates at Lake Oconee is located, and which shall run with the real property and be binding on all parties having any right, title or interest in one of the lots described herein, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

*Original of same
 Copy Original*

ARTICLE I.

DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following definitions:

1. "The Estates at Lake Oconee" is the name of the development of 100± residential lots encircling Lake Oconee located in the real estate described above.
2. "Annual Assessment" shall mean the charge levied and assessed each year against each lot, owner or lessee.
3. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article II, Paragraph 6 below.
4. "Articles" shall mean the Articles of Incorporation of the Association as the same may, from time to time, be amended or supplemented.
5. "Assessment" shall mean an annual assessment or special assessment.
6. "Assessment Lien" shall mean the lien created and imposed by Article III, Paragraph 5.

7. "Association" shall mean Lake Oconee Association, which has been incorporated as a nonprofit Nebraska corporation, its successors and assigns.
8. "Board" shall mean the Board of Directors of the Association.
9. "Bylaws" shall mean the bylaws of the Association and any amendments or supplements to such bylaws.
10. "Common Area" shall mean those areas as designated by the Declarant.
11. "Declarant" shall mean Sigma Farms Limited Partnership, its successors and assigns.
12. "Dwelling" shall mean any building or portion of a building situated upon a lot designed and intended for use and occupancy as a residence by a single family or any building or portion of a building situated on a lot reserved for townhouses.
13. "Lake Oconee" shall mean the lake water in the Lake Oconee Association, including the land underlying such lake.
14. "Lot" shall mean any one of Lots 1 through 15, all described above in the Declaration of Purpose and any future lots platted by Declarant within the legal description.
15. "Member" shall mean an Owner of a lot in the Lake Oconee Association.
16. "Lake Oconee Association Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to Articles II and III.
17. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot.

ARTICLE II.

COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the lot owners of The Estates at Lake Oconee and the members of the Association and any purchaser(s), their heirs, devisees, personal representatives and assigns, the Declarant stipulates and agrees that any and all of Lots 1 through 15 of The Estates at Lake Oconee, all as surveyed and platted and more particularly described as recorded in the office of the Register of Deeds, Platte County, Nebraska, that are sold, transferred and conveyed and all future platted lots within The Estates at Lake Oconee, a subdivision located in the NE¼ of Section 13, Township 17 North, Range 2 West and of the NW¼ of Section 18, Township 17 North, Range 1 West of the 6th P.M., all in Platte County, Nebraska, shall be and are subject to the following protective covenants, restrictions and conditions. See attached Exhibit A. All covenants, restrictions and conditions shall run with the land and are as follows:

1. Lots Affected: Use of Lots. All lots in the subdivision shall be known and described as residential lots. No apartment house shall be built on any residential lot, and no basement house shall be built on any residential lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one dwelling with an attached garage and one outbuilding, which must be complimentary to the design of the house and be within setback limits. No four car garage shall be allowed unless the Architectural Committee approves the plan for appearance. No dwelling shall be erected for occupancy of more than one family, nor shall any dwelling be used for occupancy of more than one family. No commercial or business enterprise shall be conducted or operated in the subdivision.

No residential lot or lots shall be divided or split to create smaller building areas, but residential lots may be combined to establish larger building lots.

The building site elevation shall be as specified and approved by the Architectural Committee.

Notwithstanding the above restriction on residential lots, Declarant reserves the right to construct or provide for the construction of not more than 10 townhouses located on the north shore of the lake development. The townhouse lots shall allow the construction of one outbuilding for each unit.

2. Dwelling Construction and Occupancy. A dwelling must be built on a lot prior to any temporary or permanent structure or boat dock. No dwelling may be built until approval by the Architecture Committee. No personal property may be stored on the lot (i.e. trailers, picnic tables, grills, etc.) prior to building of and occupancy of a dwelling. After a dwelling is built and occupied, a boat dock and outbuilding may be built provided they are approved by the Architecture Committee.

3. Garages, and Outbuildings, Temporary Structures. All single family dwellings on residential lots must include an attached garage, which must accommodate at least two motor vehicles. All townhouses must include an attached garage which must accommodate at least one motor vehicle for each unit. The outbuildings shall be of comparable quality and material to the residence as approved by the Architectural Committee. No building or dwelling house shall be moved into the subdivision and placed upon a residential lot. No previously constructed home, mobile home or modular home constructed off premises shall be permitted to be moved on a lot. No trailer, tent, garage, shack or other unsightly outbuilding shall be used as a dwelling at any time, nor shall any structure of a temporary character be used as a dwelling. No metal storage sheds are permitted.

4. Fencing and Lighting. All fencing shall be approved by the Architecture Committee. No chain link fences of any type, except dog kennels as approved by the Architectural Committee. No mercury or sodium vapor lights are allowed on any lot. Declarant installed street lighting is exempt from lighting restrictions.

5. Lake Retaining Wall. All retaining wall construction and location shall first be approved by the Architectural Committee. The concrete materials used shall be uniform with all lots. The retaining wall shall be constructed within the time limit determined by the Architectural Committee.

6. Architectural Committee. The Board shall appoint an Architectural Committee consisting of three or more representatives. The committee shall consist of a minimum of two lot owners. The committee shall have the responsibility for approving building construction, building site elevation, retaining walls and landscaping plans on the lots and the responsibility for maintaining uniform quality in construction. If the Board or its designated committee fails to approve or disapprove any design and location within 75 days following the written submission of the plans and specifications to the Board or the committee, approval will not be required, and this paragraph will be deemed to have been fully complied with. Any additions to or modifications of any existing home shall follow the same procedure as new construction and shall not be commenced until the plans and specifications showing the nature of the addition or modification have been submitted to and approved by the Architecture Committee.

7. Pets. No barns, chicken houses or other buildings for the care and housing of fowl, rabbits or livestock shall be placed, maintained or used on any lot, nor shall any fowl, rabbits or livestock be kept upon any lot. The breeding of animals or keeping of animals for any commercial purpose is not allowed. Pets such as dogs or cats are permitted, but shall be restrained. Complaints by lot owners of barking or destruction caused by pets may be referred to the Board. Any decision by the Board shall be final and binding on the lot owner.

8. Alteration of Premises. No sod, earth, sand, gravel or trees may be removed to the injury of the value or appearance of any lot nor for any commercial purposes, unless approved by the Architectural Committee. Any elevation change of a lot must be approved

by the Architectural Committee.

9. Use for Storage. No unused building materials, junk or rubbish shall be left exposed on any lot except during actual building operations. No adjacent lot shall be used to store building materials or be disturbed any way without written permission from owner of said lot. No worn out or discarded automobiles, machinery or parts thereof shall be stored on any lot and no portion of the subdivision shall be used for the storage of automobiles, junk piles or the storage of any kind of junk or waste materials. Violators are subject to the ruling and decision of the Board.

10. Utilities; Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Association or any of their agents or servants are hereby waived by all of the owners. Service lines for individual residents for all public utility services which are available to a lot from an underground source shall be kept underground. Exposed television aerials shall not be used on any lot, and no radio aerial or apparatus are allowed.

11. Satellite Dishes, Receiving Equipment and Free Standing Yard Equipment. Satellite dishes, disks and receiving equipment approved by the Architecture Committee shall be allowed. All cable television lines shall be underground where available. Any outside fuel tanks and/or appurtenances must be buried beneath ground level and/or concealed from view of the street and lake by fence or hedges approved by the Architecture Committee.

12. Setback Requirements. All buildings in the Estates at Lake Oconee Subdivision(s) shall be placed on the lot in accordance with the following setback requirements:

<i>Lot(s)</i>	<i>Front</i>	<i>Interior Side</i>	<i>Rear</i>
Lots 1 - 10	20'	10'	100 year base flood elevation
Lot 11	30'	10'	100 year base flood elevation
Lots 12 - 15	20'	10'	100 year base flood elevation

All such measurements shall be computed from the foundation of the structure to the nearest property line. Driveways may be built within the setbacks if approved by the Architectural Committee. All private driveways from the garage to the street shall be of concrete or paver bricks and must be constructed and completed at the time or before the house or residence is completed. The setback requirements for future phases of the Estates at Lake Oconee shall be as determined by the Architectural Committee.

13. Building Codes. All construction, electrical, plumbing and building shall be so performed to comply with the requirements of the current and future building code and ordinances of the City of Columbus, Nebraska and said building code is incorporated in these restrictive covenants.

14. Building Requirement: Area Requirements. Each dwelling, garage and outbuilding on each residential lot shall have a roof constructed of shingles or other materials approved in writing by the Architectural Committee. Each residential lot shall have no more than one dwelling thereon, and such dwelling shall meet the following minimum square feet requirements, which minimum square footage shall not include garages or open porches.

a. The finished and enclosed living area of main residential structures, exclusive of porches, breeze ways/lower levels, basements and garages shall not be less than 1,400 square feet for a one story home, not less than 2,100 square feet for a one and one-half story, not less than 2,600 square feet for bi-level, tri-level or two-story houses, or not less than 2,800 square feet for a townhouse consisting of two units.

b. The minimum liveable square footage of any split-level or split-foyer type dwelling shall be above ground level, and the finished subbasement of the dwelling shall not be included in computing the minimum liveable square footage.

15. Vegetation. The owner of each lot shall be responsible for mowing their lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the lot. Native grasses and wild flowers are excepted. There shall be no cottonwood trees planted. All beaches must be maintained and kept clean of weeds, trash and any other unsightly objects.

16. Boat Ramp. The boat ramp shall be maintained by the Association.

17. Oconee Lake Usage.

a. The design and materials of all boat docks must be approved by the Architectural Committee. One dock per lot may be constructed parallel with the shore line. The design, materials and construction of all docks shall be approved by the Architectural Committee. No boat houses shall be built on the lake shore.

b. Pumping from the lake is prohibited.

c. Disposal of water from a heat and cooling system or any other mechanical devise into the lake is prohibited.

18. Drainage. Site drainage from any lot to the lake and the materials used for such drainage must be approved by the Architectural Committee.

19. Septic/Sewer System. Until such time as a community sewer system is constructed, Declarant shall install all septic tanks and initial sewer lines at the time the residence is constructed on each lot. If a community sewer system is constructed at a future date, each owner is obligated to hook up to the community system and to pay the prorata share of the sewer line installed around the perimeter of the lake in an amount as determined by the Association. This assessment shall be exempt from the 10% maximum assessment limitation set forth in Article III 4 of these restrictions.

ARTICLE III.

ORGANIZATION OF ASSOCIATION

1. Formation of Association. The Association shall be a non-profit Nebraska corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the overall intent of this Declaration. It shall be the responsibility of the corporation to enforce all of the covenants, restrictions and conditions contained in this Declaration.

2. Classes of Voting Membership. The Association shall have one class of voting membership. Declarant membership votes shall be determined by the proposed number of lots unplatted and the remaining platted unsold lots. A lot owner shall have one membership vote per lot.

3. Transfer of Voting Membership. Upon the purchase of a lot within Lake Oconee Estates Subdivision, Declarant or its successors and assigns shall transfer one membership vote in the Association to said purchaser. The membership vote shall run with the land and automatically be transferred to any new owner upon the sale or other transfer of any lot in the Lake Oconee Estates Subdivision.

4. Board of Directors/Annual Assessment. A Board consisting of not less than five nor more than seven members will be established. Declarant shall have a permanent seat on the Board. The Board shall control, by majority vote, the management and operation

of the Association. The Board, in its sole and absolute discretion, may fix the amount of the annual assessment as follows:

a. The Board may levy an annual assessment. An annual assessment increase, if any, may not exceed 10% of the annual assessment for the previous year unless approved by a 2/3rds vote of the members.

b. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, repair, replacement and normal maintenance of capital improvements upon the common areas, boat ramp, including fixtures and personal property related thereto. Any assessment shall have the assent of a 2/3rds vote of the members. No special assessment shall be made for payment of an alleged personal injury or other negligent act for which the Association may be liable.

c. Both annual and special assessments must be fixed uniformly for all lot owners, except if two lots are combined to form one larger lot, the assessment for this newly formed lot shall be 1½ times the assessed amount for a single lot. This newly formed larger lot shall have one voting membership.

d. The assessments levied by the Association shall be used to promote the creation, health, safety and welfare of the residents; to maintain common green areas and streets; to promote and stock fish; to pay for accounting fees, legal fees, insurance for common areas, real estate taxes on common areas and lake, landscape maintenance of common areas, lake maintenance, boat ramp maintenance, street maintenance including snow removal, costs for street lights and utility charges and entry gate maintenance; to enforce the covenants and to preserve the appearance of the development for the benefit of all the residents of the community.

e. Notice, quorum and voting requirements of any meeting called for the purpose of taking any action authorized under subparagraphs 2, 3 and 4 shall be governed by the Articles of Incorporation and By-Laws of the Association.

f. Any real estate taxes levied and assessed against the Association shall be borne equally and paid by the members of the Association through the annual assessments as described in Article III, Paragraph 4.

5. Payment of Assessments. Declarant, its successors and assigns, for each lot owned within the Lake Oconee Estates Subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Any unpaid assessments shall be a lien on the real estate and may be foreclosed and collected through a court proceeding at law or in equity like a mortgage.

6. Remedies for Violations. If the owner of any lot, a family member of the lot owner, their heirs or assigns, violate any of the covenants, restrictions and conditions set forth in this Agreement, it shall be lawful for any other person or persons owning any real estate in the Lake Oconee Estates Subdivision or the Association to enforce these covenants with proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants.

In addition to the foregoing right, Declarant, its successors and assigns, and the

