

ARTICLE 1

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for suburban residential. (SF2 & SF3 zones)

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, pool 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 or Declarant's appointee, the Design Review Board (DRB), 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 DRB with a \$250.00 nonrefundable review fee and a \$2,500.00 construction impact deposit made payable to the West Shores Homeowners Association (the "Association"). DRB shall transmit the construction impact deposit to Association within three (3) 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 ORB 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 ORB 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 ORB 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 ORB grants all necessary approvals, easements and licenses to ORB, Association and any of their respective representatives or contractors to carry out the intentions of this paragraph. In the event that ORB, in its sole and absolute discretion, or Association if appointed by ORB, undertakes any actions due to impact by construction activities from Owner's Lot, Owner agrees to hold ORB, 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 ORB or Association.

b. (ORB) 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 Oeclarant. In this regard, Oeclarant intends 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 houses, A-frame houses, and log houses will be allowed. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Oeclarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Oeclarant 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, Oeclarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval 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 (30) days 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 Oeclarant.

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

3. No part of any residence, except as hereinafter provided for Lots 1 thru 242, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("RO.W.") than fifty (50) feet, nor nearer to the rear Lot line than seventy-five (75) feet, nor nearer to the side Lot line than ten (10) feet. No part of any residence, except as hereinafter provided for Lots 246 thru 294 nearer to the front street right-of-way ("RO.W.") than fifty (50) feet, nor nearer to the rear lot line than fifty (50) feet, nor nearer to the side Lot line than seven (7) feet. Provided, however, that Declarant shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots, so long as the change conforms to the Douglas County, Nebraska Zoning Ordinances.

4. a. Residences designed for construction on Lots 1 through 242 in West Shores will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,000 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,400 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

(3) Two story residences: 2,400 square feet of finished living area will be required above basement level, with at least 1,400 square feet of finished living area required on the first floor.

b. Residences designed for construction on all "point lots" with lake frontages of 185 ft. or larger will be required to have the following minimum square footage; to wit:

(1) One story residences: 2,500 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences: 2,800 square feet of finished living area will be required above the basement level with at least 2,200 square feet of finished living area required on the first floor.

(3) Two story residences: 2,800 square feet of finished living area will be required above basement level, with at least 1,600 square feet of finished living area required on the first floor.

c. Residences designed for construction on Lots 246 through 294 in West Shores will be required to have the following minimum square footage; to-wit:

(1) One story residences: 1,900 square feet of finished living area will be required on ground level. (Main floor)

(2) One and one-half story residences; 2,200 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.

d. 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 area in any basement, garage, porch or attic finished or unfinished. No residence erected on any lot shall be more than two stories in height.

e. Each Residence shall include at least an attached two car garage.

5. 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 stories in height.

6. All exposed foundation walls must be covered with material such as brick, stone, EFIS, or material approved by (ORB). All driveways must be constructed of concrete, brick, paving stone, or laid stone. Fireplace chimneys shall be covered with materials approved by (ORB). The roof of all Improvements shall be covered with Wood cedar shingles or shakes, slate, tile, simulated shakes, composition asphalt shingles of not less than 360 pounds per square, or other material approved by (ORB). The minimum roof pitch allowed on ranch or one and one-half story residences shall be 6/12. The 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 (ORB). The Residential colors allowed shall be earth tones as approved by (ORB).

7. Lot Grading/Grades

a. The first 40 feet of the rear lot line from the water's edge must remain in sand.

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. Any type of wall or terrace installed to minimize beach erosion must be at least forty (40) feet from the rear Lot line.

d. No excavation material shall be spread across any Lot in such a fashion as to change the grade, contour or drainage of any Lot.

e. Retaining Walls. No railroad tie walls are permitted.

8. Run Off/Lake Pollution - Guidelines and/or Rules will be adopted, monitored and enforced by the Association. These Rules shall include but not be limited to sand and erosion control and allow for restriction on lake access for the prevention of pollutants such as zebra mussels and other invasive pollutants deemed hazardous to the safety of the lake.

9. 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.

10. 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.

11. No 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.

12. No boat, camper, 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. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted, 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, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

14. 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.

15. All fences and landscaping must be approved by the (ORB) or its assigns. Fence types not allowed are wood or chain link. Fence types allowed are iron, metal, or PVC. Fences are allowed only on side yards from the front dwelling line to no nearer than 75 feet from the rear lot line, 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 75' from the rear lot line which is the point of the existing permitted fence line under this subparagraph along the side yard to a point no nearer than 50' from the rear lot line, however, the ORB 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 75' from the rear lot line to 50' from the rear lot line is a non-privacy wrought iron or similar PVC fencing approved by the DRB.

c. No fence, except pool fences will be allowed nearer than 50' from the rear lot line. No pool fence shall be allowed nearer than 40' from the rear lot line, provided it is installed atop a non-climbable wall and does not exceed 48 inches in height.

d. Concrete, brick and stone piers and metal/PVC fence posts are allowed within the area from 75' from the rear lot line to 50' from the rear lot line, 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 75' from the rear lot line to 50' 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 50' from the rear lot line 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 60'.

i. All pools must have a leak detection device or a monitoring well installed to detect any pool leaks. No pool can be drained through the residential grinder system, nor to the lake, street, storm sewer or drainage ditch. The property owner must drain the pool by using a tank truck.

j. 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 DRB 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 example of an in ground pool plan consistent with these requirements is attached hereto as Exhibit "A".

16. No above ground swimming pools are allowed.

17. Construction of any Improvement shall be completed within twenty-four (24) months from the date of commencement of excavation or construction of the Improvement

18. Driveway approaches shall be constructed of concrete, brick or material acceptable to (DRB). Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, brick or material acceptable to (DRB). No Asphalt overlay of driveway approaches will be permitted.

19. 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 a dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by (DRB), or its assigns. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Declarant. The plans proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to (DRB) for (DRB)'s review.

20. Any exterior air-conditioning condenser 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 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. 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

21. 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

22. 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 and bath houses may be approved by the Declarant as an Improvement, pursuant to Paragraph 2 of this

Article. No structure or dwelling shall be moved from outside West Shores to any Lot

23. Only those motor vehicles which are State registered and licensed will be allowed to operate on the West Shores subdivision roads. All motorized vehicles must have mufflers in good operating condition. Only authorized West Shores Lake and Homeowners Association (the "Association") motorized vehicles will be permitted to operate on non-hard surfaced common areas.

24. All hunting is prohibited without a special permit from the Association. Use of firearms, BB guns and air rifles within the West Shores Subdivision is prohibited. No fishing huts are allowed for ice fishing on the Lake within the West Shores Subdivision.

25. There shall be allowed not more than two domestic pets per household. Pets shall be restricted to the Owner's Lot, on a leash, or 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.

26. Camping overnight is prohibited on all Lots which do not have a finished residence on the Lot

27. Operating snowmobiles, ATV's and other non-licensed motorized vehicles ("Non-Licensed Vehicles") on the common areas and streets within the West Shores Subdivision other than on the frozen surface of the Lake is prohibited. Operating Non-Licensed Vehicles on another Owner's Lot is prohibited. 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. Operating Non-Licensed Vehicles across occupied ice skating areas on the Lake is prohibited. Non-Licensed Vehicles may be operated after sunset if equipped with working headlights and taillights. The determination of whether or not the ice depth is adequate for operating Non-Licensed Vehicles is the sole responsibility and liability of the adult Owner of such vehicles.

28. 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 as set forth herein, is strictly prohibited. The Association Board of Directors shall have the authority to

provide temporary extensions to such storage requirements in the event of extreme high or low lake level conditions which may impact the operation of boat lifts, any such extension shall be granted at the sole discretion of the Association Board of Directors.

29. The Declarant grants each waterfront Lot Owner the privilege to install a dock in the Lake in front of their respective Lot. All boat docks must be constructed from a polyethylene, vinyl, fiberglass, aluminum or non-rusting material and shall not extend more than 40 feet into the Lake from the Owner's Lake Lot line. The decking on the boat docks can be made of redwood, vinyl or treated wood material. The plans for all docks, showing their material, configuration and size, shall be approved by the ORB or the Association prior to their installation. The boat lifts allowed will be those made of aluminum, such as "Shore Station-Hewitt" etc., or of a non-rusting type of material as approved by the Association, with white, tan, or gray canopy covers, or of a canopy color approved by the Association. The plans for all boat lifts showing their size, materials, colors and configuration, must be approved by the ORB or the Association prior to their installation.

30. Boat Houses are prohibited.

31. Lot Owners are prohibited from using the Lake for boating unless construction of their residence has commenced on their Lot and they have a dock and boat lift in place.

32. Lot 243, West Shores, is zoned and designated as a Marina and Commercial Center. Notwithstanding any provision contained herein to the contrary, the owner and/or operator of the Marina on Lot 243, West Shores, is authorized under these Covenants to operate such site as a Marina and Commercial Center, and in operating such site as a Marina, the owner and/or operator of Lot 243 shall be permitted to utilize the Lake in its operation of the Marina for the Owners and their family and guests, for testing the boats of the Owners that are being repaired, for test driving boats that Owners are considering purchasing and for other normal purposes relating to the operation of the Marina for the Owners, and their family and guests.