

DECLARATION

Lessees' Land Company, Inc., a Nebraska Corporation (the "Company") is the owner of all the following real estate, to wit:

All of Ginger Cove, a subdivision in Douglas, Nebraska, as surveyed, platted and recorded, consisting of Lots 1 to 161, inclusive, and lots A, B and C, subject to existing leases covering said real estate.

and hereby states and declares that said property is and shall be owned, conveyed and held under and subject to the following restrictions, covenants, conditions and agreements which shall be applicable to all of the property in Ginger Cove to the extent and for the periods hereinafter set forth.

1. The provisions of this Declaration shall become effective and in force as to each of Lots 1 to 160, inclusive, in Ginger Cove, upon the first to occur of the following:

- (a) All of said Lots 1 to 160, inclusive, shall have been conveyed by Company subject to this Declaration, or
- (b) The presently existing lease covering such lot from Ginger Cove, Inc., as lessor, shall terminate, by expiration of term or for any other reason, whereupon this Declaration shall be effective as to such lot whether or not the Ginger Cove, Inc. lease covering the remainder of Lots 1 to 160, inclusive, shall be in effect.

2. Lots 1 to 160, inclusive, in Ginger Cove, shall be used only for residential purposes. None of said Lots 1 to 160, inclusive, shall contain more than one single family style residence and such lots may not be split or combined in any manner to allow more than one residence per lot.

3. No firearms shall be used in Ginger Cove, except for firearm use on a limited basis as may be directed by the Board of Directors of Ginger Cove Common Area Company.

4. No trees shall be planted or structures constructed or allowed to exist in the rear 25 feet of each of Lots 1 to 160, inclusive, which would obstruct the view of the lake from other lots, and no fences of any kind shall be allowed in the rear 25 feet of any of Lots 1 to 160, inclusive. No containment fences shall be allowed in the front yard of any lot.

5. Boat and camping trailers, mobile homes and recreational vehicles, must be stored within buildings or removed from Ginger Cove, except that mobile homes and recreational vehicles owned by visitors may be parked on a lot for not more than one week per year.

6. Any residential structures hereafter newly constructed or reconstructed after substantial damage by fire or other casualty, shall contain at least 1,200 square feet if on one floor or 800 square feet on any one floor if on two or more floors. For this purpose, a basement or lower level which exits on the lake side ground level shall not be counted as a floor. House trailers, prefabricated homes and manufactured housing shall not be allowed in Ginger Cove.

7. The owners of Lots 1 to 160, inclusive, shall be entitled to the use of Lots A, B and C, in Ginger Cove, which lots cover the lake and other common areas, in common with the owners of the other lots in Ginger Cove, but such use shall be subject to rules and regulations pertaining to such use as shall be established from time to time by Ginger Cove Common Area Company, a Nebraska non-profit corporation, to which said Lots A, B and C shall be conveyed by Company. The owners of Lots 1 to 160, inclusive, in Ginger Cove, shall be members of Ginger Cove Common Area Company, and such membership, and the rights and obligations pertaining thereto, shall follow the ownership of each lot, without the necessity of any other transfer of membership. The rules and regulations governing the use of Lots A, B and C as established by Ginger Cove Common Area Company in accordance with its Articles of Incorporation and Bylaws, may include provisions restricting or eliminating the right of any owner to use such Lots A, B and C in the event of violation of such rules and regulations.

8. The owners of each of Lots 1 to 160, inclusive, in Ginger Cove, shall pay the dues and charges established from time to time by Ginger Cove Common Area Company in a manner set out in its Articles of Incorporation or Bylaws, as from time to time amended, it being specifically understood that such dues and charges shall be established to pay the costs of ownership, maintenance, operation, repair, construction or reconstruction of Lots A, B and C, in Ginger Cove. Such dues or other charges for each lot shall constitute until abated or paid a lien upon and charge upon the lot in favor of Ginger Cove Common Area Company; provided, no such lien will at any time be superior to a first mortgage upon such lot as security for a loan made to purchase or improve such lot or superior to the unpaid balance of a purchase contract for such lot.

9. In the event that the owners of at least 100 of Lots 1 to 160, inclusive, consent in writing to the establishment and operation of a security patrol or other security or police control of Ginger Cove, the owners of each of said Lots 1 to 160, inclusive, shall pay 1/160th of the cost of such security system, from time to time in accordance with the rules and regulations of the entity controlling such security system.

10. The covenants, restrictions, agreements and conditions set forth in this Declaration may be enforced at any time or from time to time by Company, Ginger Cove Common Area Company or any owner of any lot, by equitable or legal proceedings appropriate, convenient or necessary for enforcement as to any lot of any such covenant, restriction, agreement or condition, including a request for injunctive relief.

11. The term "owner" as used herein shall mean and include each person having an ownership interest in any lot and a contract purchaser of any lot. The rear 25 feet of any lot shall mean the 25 feet adjacent to the lakeside lot line. The term "front yard" shall mean the area from the street right of way to the side of the residence nearest the street and on corner lots the front yard shall include each area of the lot adjacent to the street.

