

463

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 3714  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 4th DAY OF October, A.D. 1996  
AT 1:50 O'CLOCK P.M. AND RECORDED IN BOOK  
258 AT PAGE 463-466  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Karen Macdon

FILED

96 OCT -4 PM 1:50  
CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR

Recorded   
General   
Municipal   
Photostat

CO10556  
\$20.50

PROTECTIVE COVENANTS

The undersigned, being all of the owners of the real property legally described as the South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 20, Township 18 North, Range 12 East of the Sixth P.M., in Washington County, Nebraska (the "Property"), hereby adopt the following Protective Covenants:

AD  
LO

A. The Property shall be used only for single family, residential purposes. All accessory buildings shall be of wood, decorative masonry, or metal construction (excluding quonset huts and non-factory designed and built metal buildings which are prohibited on the Property) and shall be set back a minimum of ten (10) feet from the front of the residence and shall conform to good architectural design, and be harmonious and compatible with neighboring properties.

B. Subject to the other provisions hereof, no obnoxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the Property owners' neighboring properties or landowners.

C. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until the entire building is substantially completed and the exterior fully completed. Upon the commencement of construction of any residence or building, the residence or building must be completed within twelve (12) months thereafter.

D. The minimum dwelling size on the Property shall be as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,400 square feet of finished living area.
2. For a one and one-half (1½) story or two (2) story home, the ground floor (first floor) shall contain not less than 900 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 1,600 square feet.
3. Home exteriors may be painted or colored only in earth tone colors.

OMAHA-22026.1

CLASSIC TITLE COMPANY  
11920 BURT STREET, SUITE 170  
OMAHA, NE 68154-1598  
(402) 496-1941

463

258-463

OTFR 12

464

4. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

The computation of living area shall be exclusive of porches, breezeways, and garages. The maximum height for any building shall be two (2) stories above grade, excluding a walk-out basement, and all residences shall be built with a garage for not less than two (2) cars.

E. The Property may never be split, subdivided, conveyed or otherwise transferred or owned in more than two(2) parcels, whether or not such subdivision or other conveyance may comply with city or county subdivision ordinances then in effect.

F. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in a building or in a manner as not to be visible from neighboring lots and other properties.

G. Any and all animals or livestock maintained on the Property shall be kept in accordance with requirements of Nebraska law and ordinances of Washington County, Nebraska. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean, and orderly manner by the owner of the Property. The maintenance of swine of any type shall not be permitted on the Property. Birds, poultry, cats, or dogs may be kept, provided that they are not raised, bred, or maintained for any commercial purpose. Horses, cattle and other domesticated animals may be kept provided that the total of such animals not exceed more than eight of such animals for the Property, or four per lot if the Property is subdivided in two lots as provided in Section E above.

H. No building or residence shall be located on the Property nearer than seventy-five (75) feet from the front property line or seventy-five (75) feet from the closest edge of the roadways, whichever is farthest. No residence or building shall be located nearer than seventy-five (75) feet to a side or rear property line.

I. The following prohibitions shall be observed:

1. No dwelling constructed in another location shall be moved to the Property.
2. The assembly, disassembly, or general service work on any car, truck, equipment, or other machinery shall be prohibited on the Property, except in an enclosed garage or building.
3. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on the Property, except that "Private Road", "No Trespassing" and "For Sale" signs may be placed on the Property.

J. These Protective Covenants shall run with and bind the Property and the then current owners thereof, and shall inure to the benefit of and be enforceable by any of the then owners of Lots 1 through 4 in High Point Estates, a subdivision in Washington County, Nebraska which abuts the Property, or their successors in interest, and their legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall automatically renew for successive periods of ten (10) years each unless a majority of the owners of Lots 1 through 4 in High Point Estates agree to amend, revise or terminate the same.

K. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction set forth herein, either to restrain the violation or to recover damages, and against the Property to enforce any lien created by these Protective Covenants. Failure to enforce any covenant, condition or restriction herein shall not be deemed a waiver of the right to do so on any one or more successive occasions. Invalidation of any one of these covenants, conditions or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

L. These Protective Covenants may not be amended or terminated without the written consent of a majority of the then owners of Lots 1 through 4, High Point Estates.

M. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement to enforce any of the provisions contained herein.

DATED this 26th day of September, 1996.

*Bryan S. Mick*

Bryan S. Mick

*Kelly S. Mick*

Kelly S. Mick

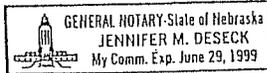
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 26 day of September, 1996, by Bryan S. Mick.

*Jennifer M. Debeck*  
Notary Public

My Commission Expires:

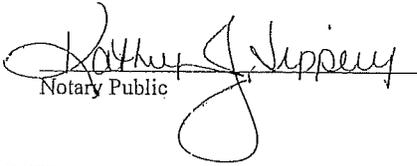
6-29-99



466

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30 day of September, 1996,  
by Kelly S. Mick.

  
Notary Public

My Commission Expires:



466

195

FILED

AMENDMENT TO PROTECTIVE COVENANTS

96 SEP 27 AM 11:05

1010919  
18.00

CHARLOTTE L. PETERSEN  
REGISTERED REAL ESTATE BROKER  
WASHINGTON COUNTY, NEBRASKA

THIS AMENDMENT TO PROTECTIVE COVENANTS (this "Amendment") is made on this 2nd day of August, 1996, with respect to Lots 1, 2, 3 and 4 of High Point Estates subdivision of Washington County, Nebraska (individually referred to as a "Lot" and collectively as the "Lots" or the "Property").

PRELIMINARY STATEMENTS

1. Bryan S. Mick and Kelly S. Mick executed on February 2, 1995 certain Protective Covenants with respect to the Lots (the "Covenants"), which Covenants were recorded in the Miscellaneous Records of the office of the Register of Deeds of Washington County, Nebraska on February 3, 1995 in Book 237 at Page 653.

2. Paragraph L of the Covenants requires the written consent of a majority of the then owners of the Lots to any amendment of the Covenants. The undersigned owners of the Lots desire to amend the Covenants to provide for a greater number of horses to be maintained on any Lot for the benefit of the future owners of Lot 4 and any existing or future owners of the remaining Lots.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned hereby agree as follows:

1. The last sentence of Paragraph F of the Covenants is deleted in its entirety and the following is substituted therefor:

"Horses, cattle and other domesticated animals may be kept provided that the total of such animals not exceed more than four of such animals per Lot."

2. Except as hereby amended, the Covenants shall remain in full force and effect, and shall continue to run with the land for the initial term and any successive periods originally stated therein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Protective Covenants as of the date first above written.

STATE OF NEBRASKA, COUNTY OF WASHINGTON  
I, Charlotte L. Petersen,  
Register of Deeds for Washington County, Nebraska,  
do hereby certify that the foregoing is a true and correct  
copy of the original as recorded in Book 237,  
Page 653, of the Miscellaneous Records of the  
Register of Deeds for Washington County, Nebraska.  
Witness my hand and the seal of my office this 27 day of September, 1996.  
Charlotte L. Petersen  
Register of Deeds

Bryan S. Mick  
Bryan S. Mick, Owner of Lot 2 and Lot 4

OMAHA-20048.1

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Mortgage \_\_\_\_\_  
Plat \_\_\_\_\_

195

CLASSIC TITLE COMPANY  
11920 BURT STREET, SUITE 170  
OMAHA, NE 68154-1598  
(402) 496-1941

OTARRI

258-195

196

Kelly S. Mick  
Kelly S. Mick, Owner of Lot 2 and Lot 4

Sherm Sleper  
Sherm Sleper, Owner of Lot 1

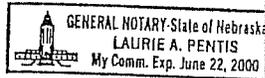
STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 1996, by Bryan S. Mick and Kelly S. Mick, husband and wife.

Laurie A. Pentis  
Notary Public

My Commission Expires:

6-22-2000



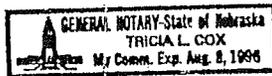
STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 5 day of August, 1996, by Sherm Sleper.

Tricia L. Cox  
Notary Public

My Commission Expires:

Aug 8, 1996



196

71-466

MINUTES OF SPECIAL MEETING OF LOT OWNERS IN  
LAKELAND DEVELOPMENT COMPANY

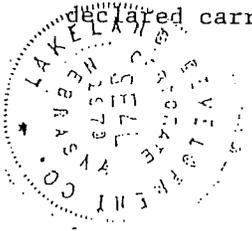
A special meeting of the Lot Owners in Plats 1, 2 and 3 of Lakeland Estates Addition in Washington County, Nebraska, was held at the offices of Lakeland Development Company in Washington County, Nebraska, commencing at 2:00 o'clock, P.M., on September 27, 1972. Said meeting was called by Lakeland Development Company, the owners of the lots within said Addition, pursuant to the procedure the amending protective covenants in said Addition, which provides that they may be amended by a majority vote of title holders within said Addition. All Lot Owners were advised of said meeting and the proposed amendment of Protective Covenant #6 to Plats 1, 2 and 3, which is to read as before with the addition of the following: "Any dwelling or garages constructed within said Addition shall have an enclosed concrete or cement block foundation extending beneath all exterior ground level walls, which foundations shall be located at a minimum of 36 inches below ground level." At said meeting a majority of Lot Owners voted in favor of the adoption of the Addendum to said Protective Covenant, which was then declared carried.

*James A. Jones*  
James A. Jones, Secretary

CERTIFICATE

I, James A. Jones, the duly elected, qualified and acting Secretary of Lakeland Development Company, hereby certify that the Protective Covenants in Plats 1, 2 and 3 of Lakeland Estates Addition, an Addition in Washington County, Nebraska, was amended as above set forth at a special meeting of the Lot Owners in said Addition held on September 27, 1972.

*James A. Jones*  
James A. Jones



STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1333  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 3 DAY OF October A.D. 1972  
AT 11:00 O'CLOCK A.M. IN, RECORDED IN BOOK  
71 AT PAGE 166  
COUNTY CLERK *Charlotte J. Peterson*  
DEPUTY *Ruth Johnson*

OT 112

1972 OCT -3 AM 11:10

FILED

Amendment and Substituted Protective Covenants

pe 33 Vote of Legal Title Holders

THE 14th DAY OF February, A.D. 1974  
AT 10 O'CLOCK P.M. AND RECORDED IN BOOK  
14 AT PAGE 756  
COUNTY CLERK Washington  
DEPUTY

FILED

Book 145 Page 756

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held, and used and conveyed subject to the following conditions and protective covenants.

1. All lots shall be used as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 26 feet from the rear lot line. Corner lots shall maintain the same setback from both roads with a 25 foot minimum if other dwellings are non-existent. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36" wide and one window that exits on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility-service areas.
2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland Estates. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.
4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters on 16" centers or equivalency. Roof overhang shall be a minimum of 12" at gable ends. All other overhangs to be 24" except at certain locations, such as bay windows. Earth homes with plans approved by Lake Arrowhead, Inc., constructed with the minimum or over square footage and presenting a slightly appearance are also allowed.
6. No dwelling shall be constructed on any lot with less than 850 sq. ft. of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through Thirteen (13) in Block Twenty; Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive, in Block Twenty-six (26) where floor space shall be not less than 1,000 sq. ft., said floor space, except porches and porticos, include only actual living space under an enclosed roof or one (1) or one and one-half (1 1/2) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. No trailer or double wide trailer shall be used as a residence dwelling, and all buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling or garages constructed within said subdivision shall have an enclosed foundation extending beneath all exterior ground level walls, which foundation shall be located at a minimum of thirty-six (36) inches below ground level.
7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.
8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as Lanes and Drives in said platting, the same as if they were dedicated public Lanes and Drives.
9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.
10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.
11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 16 of any calendar year, Lake Arrowhead, Inc. or it's agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid.
12. Complete building plans are to be approved by Lake Arrowhead, Inc., or it's agents, including a sewage disposal field location plan for permanent records before construction begins.
13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:
  - a. Automatically receive one share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision.
  - b. Pay an annual assessment as determined by majority vote of the stockholders present at the annual meeting of stockholders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.
  - c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his share of stock back to Lake Arrowhead, Inc.
14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.
15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.
16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.
17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.
18. Earth sheltered homes shall meet the following additional requirements:
  - a. A minimum of 18" of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2" per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a flood coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
  - b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have exterior openings for natural ventilation equal to or greater than one twentieth of the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms. Mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.
  - c. Earth sheltered homes must be built on a lot sloping with final grading to insure that water will positively drain off of lot without pumping or other methods which may lead to ponding of water.
  - d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a well or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling providing:
    - (1). Lot slopes away from road, making entrance on street side impractical.
    - (2). No other entrance is located on street side of dwelling.
    - (3). No more than 25% of structure wall is visible above grade on street side of dwelling.
19. No materials commonly used in construction of basements, such as steel windows or concrete blocks, etc. shall be allowed on the side of the dwelling facing the street, nor shall it be used predominately on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.
20. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft. in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
21. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
22. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.
23. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.
24. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case shall termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.

342-  
302

This is a certified  
real & true copy.

Filed 92 Aug 25 AM 10:02  
Charlotte L. Petersen  
Washington County Clerk

Amended and Substituted Protective Covenants  
Per 1991 Vote of Legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

- 10. No livestock, farm or exotic animals will be permitted within Lakeland Estates Subdivision. No stable or other shelter for any animal, livestock or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs, cats or other household pets maintained within the dwelling must be confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner except on leash."

2001358 2  
 STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 9th DAY OF August A.D. 2001  
 AT 4:38 O'CLOCK 10 M AND RECORDED IN BOOK  
342 AT PAGE 302  
 COUNTY CLERK Charlotte L. Petersen  
 DEPUTY Ramon Madson

Recorded \_\_\_\_\_  
 General \_\_\_\_\_  
 Numerical \_\_\_\_\_  
 Photostat \_\_\_\_\_  
 Proofed \_\_\_\_\_

CHARLOTTE L. PETERSEN  
 WASHINGTON COUNTY CLERK  
 CLAIR, NEBR.

01 AUG -9 PM 1:38

FILED

AGENCY AGREEMENT

WHEREAS, Lakeland Development Co., a Nebraska corporation, was the owner of Lakeland Estates, an addition in Washington County, Nebraska, and,

WHEREAS, said corporation has sold various lots in said addition and is in the process of selling additional lots in said addition, and,

WHEREAS, said sales are subject to protective covenants which said covenants have been recorded in the office of the County Clerk, ex-officio register of deeds, of Washington County, Nebraska, and,

WHEREAS, all lot owners in said Lakeland Addition are stockholders in a corporation known as Lake Arrowhead Inc.

NOW THEREFORE the said Lakeland Development Co. hereby and by these presents appoints Lake Arrowhead Inc. as its agent to enforce the provisions of said protective covenants with the same power and authority possessed by Lakeland Development Co.

This authority should be and remain in full force and effect until rescinded in writing by Lakeland Development Co.

Dated this 10th day of May, 1979.

LAKELAND DEVELOPMENT CO.

BY Ronald A. Henn, President

ATTEST:  
BY Dwight Edward Rempel, Secretary

1979 MAY 23 AM 8:59  
FILED  
CLERK OF DISTRICT COURT  
WASHINGTON COUNTY, NEBRASKA

STATE OF NEBRASKA )  
WASHINGTON COUNTY )

:ss: On this 10th day of May, 1979,  
before me, the undersigned Notary

Public, duly commissioned and qualified for in said County, personally came Ronald A. Henn, President of LAKELAND DEVELOPMENT CO., a Nebraska corporation, to me known to be the identical person whose name is affixed to the foregoing Agency Agreement and acknowledged the execution thereof to be his voluntary act and deed.

IF NEBRASKA, COUNTY OF WASHINGTON SS 3678  
D IN NUMERICAL INDEX AND FILED FOR RECORD  
DAY OF May A.D. 1979  
O'CLOCK 12 M. AND RECORDED IN  
AT PAGE 125  
CLERK [Signature]

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_



Book 102  
Page 624-1

MINUTES OF SPECIAL MEETING OF LOT OWNERS IN  
LAKELAND ESTATES ADDITION IN WASHINGTON COUNTY, NEBRASKA

A special meeting of the Lot Owners of Plats 1, 2 and 3 of Lakeland Estates Addition, Washington County, Nebraska, was held at the offices of Lakeland Development Company in Washington County, Nebraska, commencing at 7:30 o'clock, P.M., on July 3, 1979. Said meeting was called by Lakeland Development Company, the owners of the lots within said Addition, pursuant to the procedure to amending Protective Covenants in said Addition which provides that they may be amended by a majority vote of title holders within said Addition. Lot owners representing the majority of lots within said Addition were present at the meeting as were the Board of Directors of Lake Arrowhead, Inc., which is a Lot Owners' Association representing all owners within said Addition. Amended and substituted Protective Covenants, a copy of which is attached hereto marked Exhibit "A", and by this reference made a part hereof were then read to those present. At said meeting lot owners representing a majority of the title owners within said Addition voted in favor of the adoption of said amended and substituted Protective Covenants which were then declared carried.

FILED

1979 JUL -5 PM 3:20

CHARLES J. SPRENGER  
NOTARY PUBLIC  
WASHINGTON COUNTY, NEBRASKA

*Ronald A. Henn*  
RONALD A. HENN, PRESIDENT  
LAKELAND DEVELOPMENT COMPANY

CERTIFICATE

I, Ronald A. Henn, duly elected, qualified and acting President of Lakeland Development Company, hereby certifies that the Protective Covenants in Plats 1, 2 and 3 of Lakeland Estates, an Addition in Washington County, Nebraska, were amended as above set forth at a special meeting of the lot owners in said Addition held on July 3, 1979.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 3991  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 5th DAY OF July A.D. 1979  
AT 7:30 O'CLOCK P.M. AND RECORDED IN  
BOOK 123 PAGE 624-1  
CLERK *Sharon L. Miller*  
DEPUTY \_\_\_\_\_

*Ronald A. Henn*  
RONALD A. HENN, PRESIDENT OF  
LAKELAND DEVELOPMENT COMPANY

Subscribed and sworn to before me this 3rd day of July, 1979.

GENERAL NOTARY - State of Nebraska  
SHARON L. MILLER  
My Comm. Exp. April 11, 1981

*Charles J. Sprenger*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Recorded   
General   
Numerical   
Photostat \_\_\_\_\_

#6241

Book 123

6251

Amended and Substituted  
Protective Covenants

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held, used and conveyed subject to the following conditions and protective covenants:

1. All lots shall be used solely as residential lots and any dwelling erected on said lots shall face the street which said lot fronts and no part of said dwelling shall be nearer than 25 feet to the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line.

2. All other detached structures on any lot shall be to the rear of the dwelling and shall be sightly, of neat construction and of a character to enhance the value of the property.

3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department and of Washington County, Nebraska, which are in effect at the date of recording the instrument. When sewage disposal facilities are installed on any lot adjoining the Lake, the owner must install said facilities at the furthest feasible and practical point from the Lake.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.

5. All materials used in construction of the exterior of any building on any lot shall be new or may also be used materials such as antique brick or stone. All buildings located on any lot shall be finished and painted or stained on the outside.

6. No dwelling shall be constructed on any lot with less than 750 square feet of floor space, except on Lots One (1) through Nineteen (19) in Block Seven (7), Lots One (1) through Thirteen (13) in Block Twenty (20), Lots One (1) through Seventeen (17), inclusive, in Block Twenty Five (25), and Lots Eleven (11) through Twenty (20), inclusive, in Block Twenty Six (26), where floor space shall not be less than 1000 square feet; and Lots One (1) through Thirty One (31) in Block Six (6), Lots One (1) through Fourteen (14) in Block Eighteen, Lots One (1) through Seventeen (17) in Block Nineteen (19), Lots One (1) through Seven (7) in Block Twenty One (21), Lots One (1) through Seven (7), inclusive, in Block Twenty Two (22), Lots Five (5) through Nine (9), inclusive, in Block Twenty Three (23), Lots Ten (10) through Eighteen (18), inclusive, in Block Twenty Four (24), Lots Eighteen (18) and Nineteen (19) in Block Twenty Five (25), Lots Nine (9) and Ten (10) in Block Twenty Six (26), and Lots One (1) through Twenty Two (22), inclusive, in Block Twenty Seven (27) where floor space shall not be less than 850 square feet, said floor space shall be at ground level and shall, except porches and porticos, include only actual living space under an enclosed roof. No basement shall be occupied as a residence until the dwelling is completed. No trailer shall be used as a residence dwelling, and all buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling or garages constructed within

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said subdivision shall have an enclosed concrete or cement block foundation extending beneath all exterior ground level walls, which foundations shall be located at a minimum of 36 inches below ground level.

7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.

8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as Lanes and Drives in said platting, the same as if they were dedicated public Lanes and Drives.

9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no larger than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 10 of any calendar year, Lake Arrowhead, Inc., or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing.

12. All building locations and sewage disposal facilities on each lot must be approved by Lake Arrowhead, Inc., or its agents, before construction begins.

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc., For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer, shall:

- a. Automatically receive one share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision;
- b. Pay an annual assessment as determined by majority vote of the stockholders present at the annual meeting of stockholders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at the rate of 9% per annum from the date they become delinquent until paid.
- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his share of stock back to Lake Arrowhead, Inc.

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14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.

18. These amended and substituted protective covenants shall be substituted for any and all protective covenants heretofore adopted for Lakeland Estates.

BOOK 100  
Page 632

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1979 JUL -5 PM 3:46

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
AT LAW, NEBR.

Irrevocable Agency Agreement  
and  
Irrevocable Proxy Agreement

WHEREAS, Lakeland Development Co., a Nebraska corporation, was owner of Lakeland Estates, a subdivision in Washington County, Nebraska, and

WHEREAS, said corporation has sold a total of 567 lots in said subdivision and presently is owner of and in process of selling the remaining 72 lots still owned by it in said subdivision, and,

WHEREAS, said sales are subject to protective covenants recorded in the office of the County Clerk, ex-officio register of deeds, Washington County, Nebraska, and

WHEREAS, all lot owners and contract purchasers in Lakeland Estates are stockholders in an incorporated property owners association known as Lake Arrowhead, Inc.

NOW THEREFORE, Lakeland Development Co. hereby irrevocably appoints and designates Lake Arrowhead, Inc. as its agent to enforce the provisions of said protective covenants with the same force and effect as if possessed by Lakeland Development Co., and does hereby grant Lake Arrowhead, Inc. its irrevocable proxy to vote all of its shares of stock in said corporation which at any time would exceed 49% of the shares voting at any meeting or election held by said corporation, it being the intention of Lakeland Development Co. to at all times relinquish voting control of said corporation in favor of the remaining property owners in said subdivision.

Dated this 10th day of May, 1979.

LAKELAND DEVELOPMENT CO.

By Ronald A. Henn  
Ronald A. Henn, President

ATTEST:

By Dwight Edward Rempel, Secretary

Recorded  General  Numerical

632

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 3793  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 5 DAY OF July A.D. 1979  
AT 3:46 O'CLOCK P. M. AND RECORDED IN  
BOOK 100 AT PAGE 632  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Deborah Harrison

STATE OF NEBRASKA) SS  
WASHINGTON COUNTY)

On this 10th day of May, 1979, before me, the under-  
signed Notary Public, duly commissioned and qualified for in  
said County, personally came Ronald A. Henn, President of  
LAKELAND DEVELOPMENT CO., a Nebraska corporation, to me known  
to be the identical person whose name is affixed to the  
foregoing Irrevocable Agency Agreement and Irrevocable Proxy  
Agreement and acknowledged execution to be his voluntary act  
and deed and the voluntary act and deed of said corporation  
for the purposes therein set forth.

WITNESS my hand and notarial seal the date last above  
written.



Beryl W. Dixon  
Notary Public

Acceptance of Irrevocable Agency Agreement  
and Irrevocable Proxy Agreement

The undersigned, LAKE ARROWHEAD, INC., a Nebraska  
corporation, hereby accepts the above and foregoing  
Irrevocable Agency Agreement and Irrevocable Proxy Agreement.

Dated this 10th day of May, 1979.

LAKE ARROWHEAD, INC.

ATTEST:

Ronald A. Henn  
Secretary

By Fred L. Haley  
President

STATE OF NEBRASKA)  
WASHINGTON COUNTY) SS

On this 10th day of May, 1979, before me, the under-  
signed Notary Public, duly commissioned and qualified for  
in said County, personally came Fred L. Haley, President of  
the Board of Directors of LAKE ARROWHEAD, INC., a Nebraska  
corporation, to me known to be the identical person who  
signed the foregoing acceptance and acknowledged execution  
to be his voluntary act and deed.

WITNESS my hand and notarial seal the date last above  
written.



Beryl W. Dixon  
Notary Public

Bk 152

254

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1107  
RECORDED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 9th DAY OF June A.D. 1985  
9:15 O'CLOCK A.M. AND RECORDED IN BOOK  
PAGE 254  
COUNTY OF WASHINGTON  
PUT BY Christine M. Peterson

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Provisional \_\_\_\_\_

FILED  
9:15 AM  
JUN - 3 '85  
CHRISTINE M. PETERSEN  
COUNTY CLERK  
WASHINGTON

Amended and Substituted Protective Covenants  
per 1985 Vote of legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKE ARROWHEAD, WASHINGTON, NEBRASKA, used and conveyed subject to the following conditions and protective covenants.

1. All lots shall be used as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36" wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.
2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland Estates. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.
4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhang shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.
6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through thirteen (13) in Block Twenty (20); Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive in Block Twenty-six (26) where floor space shall not be less than 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof or one (1) or one and one-half (1 1/2) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, double-wide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages, shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.
7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.
8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as Lanes and Drives in said platting, the same as if they were dedicated public Lanes and Drives.
9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.
10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.
11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 15 of any calendar year, Lake Arrowhead, Inc., or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid.
12. Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records before construction begins.
13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. for the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:
  - a. Automatically receive one share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision.

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(over)

- b. Pay an annual assessment as determined by majority vote of the stockholders present at the annual meeting of stockholders, and said assessments shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.
- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his share of stock back to Lake Arrowhead, Inc.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.

18. Earth sheltered homes shall meet the following additional requirements:

- a. A minimum of 18" of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2" per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a flood coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
- b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have openable exterior openings for natural ventilation equal to or greater than one-twentieth the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms, Mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.
- c. Earth sheltered homes must be built on a lot sloping with final grading to insure that water will positively drain off of lot without pumping or other methods which may lead to ponding of water.
- d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a wall or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling providing:
  - (1). Lot slopes away from road, making entrance on street side impractical.
  - (2). No other entrance is located on street side of dwelling.
  - (3). No more than 26% of structure wall is visible above grade on street side of dwelling.

No materials commonly used in construction of basements, such as steel windows or concrete blocks, etc., shall be allowed on the side of the dwelling facing the street, nor shall it be used predominately on any other portion of dwelling visible above grade. utility entrances to the dwelling shall be buried.

- e. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft. in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
- f. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
- g. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.
- h. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.
- i. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.

19. These amended and substituted protective covenants shall be submitted for any and all protective covenants adopted by Lakeland Estates.

20. Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation.

21. New dwellings constructed on same road on any given block where dwellings are existing, said new dwelling will have the same setback from the road as the nearest existing dwelling so as to present a neat and orderly appearance, except where placement of the septic system would necessitate a variation.

Amended and Substitute  
PROTECTIVE COVENANTS  
Lakeland Estates

per 1981 Vote of Stockholders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held, and used and conveyed subject to the following conditions and protective covenants.

1. All lots shall be used solely as residential lots. No part of said dwelling shall be nearer than 25 feet to the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line.

2. All other detached structures on any lot shall be to the rear of the dwelling and shall be sightly, of neat construction and of a character to enhance the value of the property.

3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original instrument. When sewage disposal facilities are installed on any lot adjoining the Lake, the owner must install said facilities at the furthestest feasible and practical point from the Lake.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.

5. All materials used in construction of the exterior of any building on any lot shall be new or may also be used materials such as antique brick or stone. All buildings located on any lot shall be finished and painted or stained on the outside. Earth homes with plans approved by Lake Arrowhead, Inc., constructed with the minimum or over square footage and presenting a sightly appearance are also allowed.

6. No dwelling shall be constructed on any lot with less than 1000 square feet of floor space, in Blocks 1 through 32, inclusive, said floor space shall be at ground level and shall, except porches and porticos, include only actual living space under an enclosed roof. No basement shall be occupied as a residence until the dwelling is completed. No trailer shall be used as a residence dwelling, and all buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling or garages constructed within said subdivision shall have an enclosed concrete or cement block foundation extending beneath all exterior ground level walls, which foundations shall be located at a minimum of 36 inches below ground level.

7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.

8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as Lanes and Drives in said platting, the same as if they were dedicated public Lanes and Drive

9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 1734  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 11th DAY OF OCTOBER, A.D. 1981  
139 11-21 1734 OK

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_

RECORDED  
INDEXED  
OCT 22 1981  
9:34

10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 10 of any calendar year, Lake Arrowhead, Inc. or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc., mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest at the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid.

12. All building locations and sewage disposal facilities on each lot must be approved by Lake Arrowhead, Inc., or its agents, before construction begins.

13. All property owners must abide by rules and regulations as to the use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:

a. Automatically receive one share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision.

b. Pay an annual assessment as determined by majority vote of the stockholders present at the annual meeting of stockholders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at the highest rate allowable by law per annum from the date they become delinquent until paid.

c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his share of stock back to Lake Arrowhead, Inc.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.

18. These amended and substituted protective covenants shall be substituted for any and all protective covenants heretofore adopted by Lakeland Estates.

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Amended and Substituted Protective Covenants  
Per 1991 Vote of Legal Title Holders

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
FEB 20 1992

The following Amended Protective Covenants are adopted by the Board of all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants.

1. All lots shall be used as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36" wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.

2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property.

3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland Estates. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.

5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by the appropriate governing body of Washington

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County, Nebraska or any other applicable political subdivision which now or may have jurisdiction over the building codes of Lakeland Estates. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through thirteen (13) in Block Twenty (20); Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive in Block Twenty-six (26) where floor space shall not be less than 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof on one (1) or one and one-half (1 1/2) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, double-wide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages, shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.

7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.

8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as lanes and drives in said platting, the same as if they were dedicated public Lanes and Drives.

9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 15 of any calendar year, Lake Arrowhead, Inc., or it's agents,, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid.

12. Complete building plans are to be approved by Lake Arrowhead, Inc., or it's agents, including a sewage disposal field location plan for permanent records before construction begins.

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:

- a. Automatically receive one certificate of membership in Lake Arrowhead, Inc. for each lot owned in said subdivision.
- b. Pay an annual assessment as determined by majority vote of the certificate holders present at the annual meeting of certificate holders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.
- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his certificate of membership to Lake Arrowhead, Inc.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.

18. Earth sheltered homes shall meet the following additional requirements:

- a. A minimum of 18" of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2" per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a food coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
- b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have openable exterior openings for natural ventilation equal to or greater than one-twentieth the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms, mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.

- c. Earth sheltered homes must be built on a lot sloping with final grading to insure that water will positively drain off of lot without pumping or other methods which may lead to ponding of water.
- d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a well or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling providing:
- (1) Lot slopes away from road, making entrance on street side impractical.
  - (2) No other entrance is located on street side of dwelling.
  - (3) No more than 25% of structure wall is visible above grade on street side of dwelling.

No materials commonly used in construction of basements; such as steel windows or concrete blocks, etc., shall be allowed on the side of the dwelling facing the street, nor shall it be used predominantly on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.

- e. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft. in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
- f. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
- g. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.

- h. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.
- i. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.

19. These amended and substituted protective covenants shall be submitted for any and all protective covenants adopted by Lakeland Estates.

20. Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation.

21. New dwellings constructed on same road on any given block where dwellings are existing, said new dwelling will have the same setback from the road as the nearest existing dwelling so as to present a neat and orderly appearance, except where placement of the septic system would necessitate a variation.

22. The storage or long-term parking of any motor vehicle, boat, trailer, snowmobile, motor home or any other motorized or non-motorized apparatus on the platted roads within Lakeland Estate is prohibited other than on a temporary basis not to exceed 48 hours.

The foregoing Amended and Substituted Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its annual meeting of title holders held on August 12, 1991, at which the issue of the foregoing amendments to the Protective Covenants were duly noted on the Agenda of said annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted either personally or by absentee ballot submitted to the Board of Directors of Lake Arrowhead, Inc., by mail.

656

SIGNED this 18 day of August, 1992.

LAKE ARROWHEAD, INC., a Nebraska corporation,

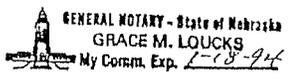
BY: John D. Rose  
Its President

BY: Ann Babcock  
Its Secretary

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF WASHINGTON )

BEFORE ME, a Notary Public qualified in said County, personally came John D. Rose, President of Lake Arrowhead, Inc., a Nebraska corporation, and Ann Babcock, Secretary of Lake Arrowhead, Inc., a Nebraska corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on August 18<sup>th</sup>, 1992.



Grace M. Loucks  
Notary Public

STATE OF NEBRASKA COUNTY OF WASHINGTON) ss 3382  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 18<sup>th</sup> DAY OF August A.D. 1992  
AT 10:02 O'CLOCK A.M. AND RECORDED IN BOOK  
2016 AT PAGE 450-454  
COUNTY CLERK Charlotte J. Peterson  
DEPUTY Karen Madson

Recorded   
General   
Fimical \_\_\_\_\_  
Photostat \_\_\_\_\_

-7-

656

371-  
358

This is a certified  
real & true copy.

Filed 92 Aug 25 AM 10:02  
Charlotte L. Petersen  
Washington County Clerk

Amended and Substituted Protective Covenants  
Per 1991 Vote of Legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

23. ALL ANIMALS within the Property Boundaries of Lakeland must be registered at the Lake Arrowhead Office:

- \*Owner Address
- \*Animal Name, Breed, and Color
- \*Copy of Rabies Vaccinations, Tag, or Vet papers

Owner is responsible for updates or change of status. You will be required to register when dues are paid in person or by mail.

The foregoing Amended and Substituted Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its annual meeting of title holders held on August 12, 1991, at which the issue of the foregoing amendments to the Protective Covenants were duly noted on the Agenda of said annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted either personally or by absentee ballot submitted to the Board of Directors of Lake Arrowhead, Inc., by mail.

20024665

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 14th DAY OF August A.D. 2002  
AT 3:34 O'CLOCK P M AND RECORDED IN BOOK  
371 AT PAGE 358  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Karen Madsen

Recorded	<input checked="" type="checkbox"/>
General	<input checked="" type="checkbox"/>
Numerical	<input type="checkbox"/>
Photostat	<input type="checkbox"/>
Prootec	<input type="checkbox"/>

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

02 AUG 14 PM 3:34

FILED

03 SEP 18 PM 12:45

Amended and Additional Protective Covenants  
Per August 4, 2003 Vote of Legal Title Holders

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

The following Amended and Additional Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

1. All lots shall be used exclusively as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36 in. wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush, Lake Arrowhead, Inc. or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush; it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid. Dead and diseased trees or tree limbs in way of mowing shall be removed by the owner from any developed or any undeveloped lot. If lot owner fails to remove the same upon 30 day written notice to the lot owner the fee charged by Lake Arrowhead, Inc. or its contractor to remove dead or diseased trees from owners lot shall become a lien against the real estate.

24. No unlicensed, uninsured person may operate any motor Vehicle, car, truck, dirt bike, ATV, go-kart, mini-bike, etc. on any Lake Arrowhead, Inc. property without parental supervision.

25. It shall be unlawful for any person to discharge or release any instrument, to exclude fireworks, which propels a projectile across or into any public place or into the private property of any other person.

26. Repair of boats, automobiles, trucks, campers, or similar vehicles shall not be allowed outdoors on any lot at any time, not to exceed a period of 48 hours, nor shall unsightly vehicles be visible, parked, or abandoned on any lot.

27. Lakefront lot owners shall be responsible for maintenance, soil retention, and to take measures to prevent soil erosion from shoreline abutting their lot. Also, any boat docks must be maintained in such a manner as to not distract from the lake and also should not become a safety hazard.

28. Lake Arrowhead, Inc. shall have the right to repair or remove any culvert that obstructs the natural flow of water. If such occurs, such obstruction may be removed by Lake Arrowhead, Inc., and lot owner shall be charged accordingly. If the lot owner does not correct the problem to meet the specifications of Lake Arrowhead, Inc., the fee charged by Lake Arrowhead, Inc. or its contractor to remove such obstruction; if unpaid by lot owner, shall become a lien against the real estate.

29. All lots and ditches, between lots and the shoulder of the road, shall be maintained by lot owner in a tidy and functional manner; and if said property is not properly maintained, Lake Arrowhead, Inc. may provide such maintenance as it deems necessary, and lot owner agrees that cost for same will be paid by lot owner upon billing by Lake Arrowhead, Inc. The fee charged to the lot owner by Lake Arrowhead, Inc. or its contractor to maintain this property area, if unpaid by lot owner shall become a lien against the real estate.

Recorded   ✓    
General   ✓    
Numerical         
Photostat         
Proteo       

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS 20037568  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 18th DAY OF September A.D. 2003  
AT 12:45 O'CLOCK P.M. AND RECORDED IN BOOK  
419 AT PAGE 359-360  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Shirley Macdonald

30. Any lot owner damaging the Lakeland Estates roads will be responsible to pay for such damage caused. The damage will be repaired by Lake Arrowhead, Inc. or its agents and the fee for such service shall become a lien against the real estate. The weight limit on the Lakeland Estates Roads will be (to be determined).

31. Noise shall be subject to regulation and control by Lake Arrowhead, Inc. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of Lakeland Estates. Lake Arrowhead, Inc. shall be the sole authority on determining "appropriate" noise levels on an individual basis.

32. Designate Grasshopper Park (Lots 1 & 13 in Block 16), North Beach (Lot 20 in Block 7, Lot 1 in Block 20) and South Beach (Lot 21 in Block 26) as permanent park areas.

33. Buildings, in addition to homes, built on any lot cannot exceed 15 feet high sidewalls nor exceed the height of the house. Exterior material finish of the building must match that of the house.

The foregoing Amended and Additional Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its annual meeting of title holders held on August 4, 2003, at which the issue of the foregoing amendments and additions to the Protective Covenants were duly noted on the Agenda of said annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted personally by ballot submitted to the Board of Directors of Lake Arrowhead, Inc.

SIGNED this 15 day of September, 2003.

LAKE ARROWHEAD, INC., a Nebraska Corporation

By: [Signature]  
President

By: Carol Tanga  
Secretary

STATE OF NEBRASKA        )  
                                  ) ss.  
COUNTY OF WASHINGTON    )

BEFORE ME, a Notary Public qualified in said County, personally came Rodney Weed, President of Lake Arrowhead, Inc., a Nebraska corporation, and Carol Tanga, Secretary of Lake Arrowhead, Inc., a Nebraska corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on Sept. 15, 2003.

Brenda L. Ruenholl  
Notary Public



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200404685

FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD 04 SEP -3 PM 12:28

a) This is a cert  
real & true copy.  
Filed 22 Aug 25 AM 10:02

THIS 3rd DAY OF September A.D. 2004  
AT 12:28 O'CLOCK P. M. AND RECORDED IN BOOK  
446 AT PAGE 508-518  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Nanni Madsen Charlotte L. Petersen  
Washington County Clerk

Amended and Substituted Protective Covenants  
Per 1991 Vote of Legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

Covenant 1 was amended by a majority vote at the August 4, 2003 Annual Meeting.

Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

1. All lots shall be used exclusively as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36 in. wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.
2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland

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Estates. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by the appropriate governing body of Washington County, Nebraska or any other applicable political subdivision which now or may have jurisdiction over the building codes of Lakeland Estates. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.
6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through Thirteen (13) in Block Twenty (20); Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive in Block Twenty-six (26) where floor space shall not be less than 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof on one (1) or one and one-half (1 ½) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, doublewide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.
7. No dwelling shall be constructed on any lot, which is more than two stories in height above ground level.

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8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as lanes and drives in said platting, the same as if they were dedicated public Lanes and Drives.
9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

Covenant 10 amended August 6, 2001  
By a majority vote at Annual Meeting

Filed 01 Aug 9 pm 1:38  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

10. No livestock, farm or exotic animals will be permitted within Lakeland Estates Subdivision. No stable or other shelter for any animal, livestock or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs, cats or other household pets maintained within the dwelling must be confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner except on leash."

Covenant 11 was amended by a majority vote at the August 4, 2003 Annual Meeting.

Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush, Lake Arrowhead, Inc. or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush; it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners

who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid. Dead and diseased trees or tree limbs in way of mowing shall be removed by the owner from any developed or any undeveloped lot. If lot owner fails to remove the same upon 30 day written notice to the lot owner the fee charged by Lake Arrowhead, Inc. or its contractor to remove dead or diseased trees from owners lot shall become a lien against the real estate.

12. Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records before construction begins.

Covenant 13 amended August 9, 2004

By a majority vote at the Semi-annual Meeting

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:
  - a. Automatically receive one certificate of membership in Lake Arrowhead, Inc. for each lot owned in said subdivision.
  - b. Pay an annual assessment as determined by majority vote of the certificate holders present at the annual meeting of certificate holders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.
  - c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his certificate of membership to Lake Arrowhead, Inc.

AMENDMENT ("AMENDMENT") TO  
SECTION 13 OF AMENDED AND SUBSTITUTED  
PROTECTIVE COVENANTS ("COVENANTS") OF LAKE LAND ESTATES  
(Listed on following pages)

AMENDMENT ("AMENDMENT") TO  
SECTION 13 OF AMENDED AND SUBSTITUTED  
PROTECTIVE COVENANTS ("COVENANTS") OF LAKELAND ESTATES

Lake Arrowhead, Inc. ("LA") is hereby authorized to borrow the approximate sum of Six Hundred Fifty-seven Thousand Dollars (\$657,000.00) ("Loan") from Washington County Bank ("Bank") for the purpose of funding the repair and reconstruction of certain roads located in the real property subdivision described as Lakeland Estates, a subdivision in Washington County, Nebraska. Such repair and reconstruction shall be affected by asphalt overlay. Interest on said Loan shall not exceed Seven Percent (7%) per annum, and said Loan shall be repaid in six (6) equal annual installments, commencing November 2005, and payable on the same date of the succeeding five (5) years.

Repayment of the Loan shall be secured by each of the following:

- a) A Deed of Trust on the clubhouse facility ("Clubhouse") owned by LA, which Clubhouse is legally described as Lakeland Estates, 2<sup>nd</sup> ADD Lot 1 Block 14 12K PC 1.
- b) A security interest in (i) all assessments ("Assessments") annual or otherwise, payable by the shareholders (the term "Shareholders" shall include shareholders, members, and certificate holders of LA) and (ii) the savings account or certificate of deposit (either, "Account") described in <sup>9</sup> of this Amendment, until all sums due and owing to Bank in connection with said Loan are paid in full;
- c) An interest-bearing savings account or certificate of deposit maintained by LA at the Bank in an amount not less than Twenty-five Percent (25%) of an annual installment payable by LA to the Bank pursuant to the Loan; and
- d) An assignment by LA to Bank of any liens that may be assessed by LA pursuant to these Covenants as the result of the failure of a Shareholder to pay any Assessment levied pursuant to these Covenants.

The aggregate amount of the Assessments levied annually by LA shall not be less than the amount of each annual installment payable by LA pursuant to the Loan until all indebtedness due and owing pursuant to the Loan is paid in full. Assessments levied by LA shall be utilized only to pay annual installments that are payable pursuant to the Loan, provided, in the event that the amount of Assessments received by LA during any year exceeds the amount required to be paid to Bank for such year pursuant to the Loan, LA may utilize such excess for such other purpose as LA deems appropriate. (The authorization granted in the preceding sentence shall not permit LA to expend any sums that are subject to a security interest for the benefit of Bank.)

## AMMENDMENT TO COVENANT 13 CONTINUED:

The terms, provisions, and conditions of this Amendment are irrevocable and may not, without the prior written consent of bank, be modified or amended in any respect until the entire indebtedness due and owing to Bank pursuant to the Loan has been paid in full.

Additionally, any provisions included in these Covenants that provide (i) that Assessments not paid by a Shareholder shall constitute a lien upon the lot(s) owned by such Shareholder in Lakeland Estates, and (ii) that a Shareholder shall transfer to LA such Shareholder's Certificate of Membership upon failure to pay Assessments levied by LA, may not be modified or amended in any respect until all indebtedness due and owing pursuant to the Loan is paid in full.

John Wupper, president ("President") of LA, is hereby authorized to execute and deliver to Bank any and all documents required by Bank in connection with the Loan ("Loan Documents"), including but not limited to, the following:

- a) A Promissory Note evidencing the Loan;
- b) Deed of Trust securing a lien for the benefit of the Bank on the Clubhouse; and
- c) Security Agreement granting to Bank a security interest in the Assessments, the Account, and any liens that may be created as the result of the failure of a Shareholder to pay any Assessment,

Upon such terms and conditions as shall be approved by said President, his approval to be conclusively established by his execution thereof. The President is further authorized and empowered to execute such additional documents and to take such other and further action as may be required to effectuate the purpose and intent of this Amendment. Any successor-in-interest to the President shall be vested with all power and authority granted by this Amendment. Notwithstanding any term or provision contained in the Bylaws of LA, the President, acting singularly, may execute each of the Loan Documents, and it shall not be necessary to affix the corporate seal to any Loan Document.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.
15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title

owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.
17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.
18. Earth sheltered homes shall meet the following additional requirements:
  - a. A minimum of 18 inches of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2 inch per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a food coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
  - b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have openable exterior openings for natural ventilation equal to or greater than one-twentieth the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms, mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.
  - c. Earth sheltered homes must be built on a lot sloping with final grading to insure that water will positively drain off of lot without pumping or other methods which may lead to ponding water.

- d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a well or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling:
- (1) Lot slopes away from the road, making entrance on street side impractical.
  - (2) No other entrance is located on street side of dwelling.
  - (3) No more than 25% of structure wall is visible above grade on street side of dwelling.

No materials commonly used in construction of basements, such as steel windows or concrete block, etc., shall be allowed on the side of the dwelling facing the street, nor shall it be used predominantly on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.

- e. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft., in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
- f. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
- g. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.
- h. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.

- i. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.
19. These amended and substituted protective covenants shall be submitted for any and all protective covenants adopted by Lakeland Estates.
20. Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation.
21. New dwellings constructed on same road on any given block where dwellings are existing, said new dwelling will have the same setback from the road as the nearest existing dwelling so as to present a neat and orderly appearance, except where placement of the septic system would necessitate a variation.
22. The storage or long-term parking of any motor vehicle, boat, trailer, snowmobile, motor home or any other motorized or non-motorized apparatus on the platted roads within Lakeland Estates is prohibited other than on a temporary basis not to exceed 48 hours.

Covenant 23 added August 5, 2002  
by a majority vote at the Annual Meeting

Filed 02 Aug 14  
Charlotte L Petersen  
Washington County Clerk  
Blair, NE

23. ALL ANIMALS within the Property Boundaries of Lakeland must be registered at the Lake Arrowhead Office:
  - \*Owner Address
  - \*Animal Name, Breed, and Color
  - \*Copy of Rabies Vaccinations, Tag, or Vet papers

Owner is responsible for updates or change of status. You will be required to register when dues are paid in person or by mail.

The following covenants (Number 24 through 33) were added by a majority vote at the August 4, 2003 Annual Meeting.

Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

24. No unlicensed, uninsured person may operate any motor Vehicle, car, truck, dirt bike, ATV, go-kart, mini-bike, etc. on any Lake Arrowhead, Inc. property without parental supervision.
25. It shall be unlawful for any person to discharge or release any instrument, to exclude fireworks, which propels a projectile across or into any public place or into the private property of any other person.
26. Repair of boats, automobiles, trucks, campers, or similar vehicles shall not be allowed outdoors on any lot at any time, not to exceed a period of 48 hours, nor shall unsightly vehicles be visible, parked, or abandoned on any lot.
27. Lakefront lot owners shall be responsible for maintenance, soil retention, and to take measures to prevent soil erosion from shoreline abutting their lot. Also, any boat docks must be maintained in such a manner as to not distract from the lake and also should not become a safety hazard.
28. Lake Arrowhead, Inc. shall have the right to repair or remove any culvert that obstructs the natural flow of water. If such occurs, such obstruction may be removed by Lake Arrowhead, Inc., and lot owner shall be charged accordingly. If the lot owner does not correct the problem to meet the specifications of Lake Arrowhead, Inc., the fee charged by Lake Arrowhead, Inc. or its contractor to remove such obstruction; if unpaid by lot owner, shall become a lien against the real estate.
29. All lots and ditches, between lots and the shoulder of the road, shall be maintained by lot owner in a tidy and functional manner; and if said property is not properly maintained, Lake Arrowhead, Inc. may provide such maintenance as it deems necessary, and lot owner agrees that cost for same will be paid by lot owner upon billing by Lake Arrowhead, Inc. The fee charged to the lot owner by Lake Arrowhead, Inc. or its contractor to maintain this property area, if unpaid by lot owner shall become a lien against the real estate.
30. Any lot owner damaging the Lakeland Estates roads will be responsible to pay for such damage caused. The damage will be repaired by Lake Arrowhead, Inc. or its agents and the fee for such service shall become a lien against the real estate. The weight limit on the Lakeland Estates Roads will be (to be determined).
31. Noise shall be subject to regulation and control by Lake Arrowhead, Inc. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of Lakeland



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FILED

This is a certified  
real & true copy.  
Filed 92 Aug 25 AM 10:02  
Charlotte L. Petersen  
Washington County Clerk

05 AUG 29 PM 3:55

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

Amended and Substituted Protective Covenants  
Per 1991 Vote of Legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

Covenant 1 was amended by a majority vote at the August 4, 2003 Annual Meeting.

Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

1. All lots shall be used exclusively as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36 in. wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.
2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland Estates. When sewage disposal facilities are installed on any lot

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Recorded  \_\_\_\_\_  
 General  \_\_\_\_\_  
 Numerical  \_\_\_\_\_  
 Photostat  \_\_\_\_\_  
 Certified  \_\_\_\_\_

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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 29th DAY OF August A.D. 2005  
 AT 3:55 O'CLOCK P. M. AND RECORDED IN BOOK  
 470 AT PAGE 868-879  
 COUNTY CLERK Charlotte L. Petersen  
 DEPUTY Karen Madson

adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by the appropriate governing body of Washington County, Nebraska or any other applicable political subdivision which now or may have jurisdiction over the building codes of Lakeland Estates. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.
6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through Thirteen (13) in Block Twenty (20); Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive in Block Twenty-six (26) where floor space shall not be less than 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof on one (1) or one and one-half (1 ½) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, doublewide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.
7. No dwelling shall be constructed on any lot, which is more than two stories in height above ground level.
8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5)

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foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as lanes and drives in said platting, the same as if they were dedicated public Lanes and Drives.

9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

Covenant 10 amended August 6, 2001  
By a majority vote at Annual Meeting

Filed 01 Aug 9 pm 1:38  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

10. No livestock, farm or exotic animals will be permitted within Lakeland Estates Subdivision. No stable or other shelter for any animal, livestock or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs, cats or other household pets maintained within the dwelling must be confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner except on leash."

Covenant 11 was amended by a majority vote at the August 4, 2003 Annual Meeting.

Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush, Lake Arrowhead, Inc. or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush; it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid. Dead and diseased trees or tree limbs in way of

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mowing shall be removed by the owner from any developed or any undeveloped lot. If lot owner fails to remove the same upon 30 day written notice to the lot owner the fee charged by Lake Arrowhead, Inc. or its contractor to remove dead or diseased trees from owners lot shall become a lien against the real estate.

12. Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records before construction begins.

Covenant 13 amended August 9, 2004  
By a majority vote at the Semi-annual Meeting

Filed 04 Sept 3  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:
  - a. Automatically receive one certificate of membership in Lake Arrowhead, Inc. for each lot owned in said subdivision.

Covenant 13b. amended February 21, 2005  
By a majority vote at the Semi-annual Meeting

Filed 19 August 2005  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

- b. Pay an annual assessment or special assessment as determined by majority vote of the certificate holders present at the annual meeting of certificate holders. The annual assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates. The special improvement assessment shall be used to pay for capital expenditures incurred to extend or preserve the useful life or preserve the structural integrity or safety of the Clubhouse, Lake Arrowhead dam/lake, Lake Arrowhead road system or other public improvements within Lakeland Estates. All assessments shall be due upon levy and shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall become delinquent if not paid within sixty (60) days after levy; provided, however, a special improvement

Revised Covenant 13b continued:

assessment may become delinquent in equal annual installments over such periods of years, not exceeding ten, as a majority of the certificate holders present at the annual meeting may determine at the time of making the levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.

- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his certificate of membership to Lake Arrowhead, Inc.

**AMENDMENT ("AMENDMENT") TO  
SECTION 13 OF AMENDED AND SUBSTITUTED  
PROTECTIVE COVENANTS ("COVENANTS") OF LAKELAND ESTATES**

Lake Arrowhead, Inc. ("LA") is hereby authorized to borrow the approximate sum of Six Hundred Fifty-seven Thousand Dollars (\$657,000.00) ("Loan") from Washington County Bank ("Bank") for the purpose of funding the repair and reconstruction of certain roads located in the real property subdivision described as Lakeland Estates, a subdivision in Washington County, Nebraska. Such repair and reconstruction shall be affected by asphalt overlay. Interest on said Loan shall not exceed Seven Percent (7%) per annum, and said Loan shall be repaid in six (6) equal annual installments, commencing November 2005, and payable on the same date of the succeeding five (5) years.

Repayment of the Loan shall be secured by each of the following:

- a) A Deed of Trust on the clubhouse facility ("Clubhouse") owned by LA, which Clubhouse is legally described as Lakeland Estates, 2<sup>nd</sup> ADD Lot 1 Block 14 12K PC 1.
- b) A security interest in (i) all assessments ("Assessments"), annual or otherwise, payable by the shareholders (the term "Shareholders" shall include shareholders, members, and certificate holders of LA) and (ii) the savings account or certificate of deposit (either, "Account") described in <sup>©</sup> of this Amendment, until all sums due and owing to Bank in connection with said Loan are paid in full;
- c) An interest-bearing savings account or certificate of deposit maintained by LA at the Bank in an amount not less than Twenty-five Percent (25%) of an annual installment payable by LA to the Bank pursuant to the Loan; and

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- d) An assignment by LA to Bank of any liens that may be assessed by LA pursuant to these Covenants as the result of the failure of a Shareholder to pay any Assessment levied pursuant to these Covenants.

The aggregate amount of the Assessments levied annually by LA shall not be less than the amount of each annual installment payable by LA pursuant to the Loan until all indebtedness due and owing pursuant to the Loan is paid in full. Assessments levied by LA shall be utilized only to pay annual installments that are payable pursuant to the Loan, provided, in the event that the amount of Assessments received by LA during any year exceeds the amount required to be paid to Bank for such year pursuant to the Loan, LA may utilize such excess for such other purpose as LA deems appropriate. (The authorization granted in the preceding sentence shall not permit LA to expend any sums that are subject to a security interest for the benefit of Bank.)

**AMMENDMENT TO COVENANT 13 CONTINUED:**

The terms, provisions, and conditions of this Amendment are irrevocable and may not, without the prior written consent of bank, be modified or amended in any respect until the entire indebtedness due and owing to Bank pursuant to the Loan has been paid in full.

Additionally, any provisions included in these Covenants that provide (i) that Assessments not paid by a Shareholder shall constitute a lien upon the lot(s) owned by such Shareholder in Lakeland Estates, and (ii) that a Shareholder shall transfer to LA such Shareholder's Certificate of Membership upon failure to pay Assessments levied by LA, may not be modified or amended in any respect until all indebtedness due and owing pursuant to the Loan is paid in full.

John Wupper, president ("President") of LA, is hereby authorized to execute and deliver to Bank any and all documents required by Bank in connection with the Loan ("Loan Documents"), including but not limited to, the following:

- a) A Promissory Note evidencing the Loan;
- b) Deed of Trust securing a lien for the benefit of the Bank on the Clubhouse; and
- c) Security Agreement granting to Bank a security interest in the Assessments, the Account, and any liens that may be created as the result of the failure of a Shareholder to pay any Assessment,

Upon such terms and conditions as shall be approved by said President, his approval to be conclusively established by his execution thereof. The President is further authorized and empowered to execute such additional documents and to take such other and further action as may be required to effectuate the purpose and intent of this Amendment. Any successor-in-interest to the President shall be vested with all power and authority granted by this Amendment.

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Notwithstanding any term or provision contained in the Bylaws of LA, the President, acting singularly, may execute each of the Loan Documents, and it shall not be necessary to affix the corporate seal to any Loan Document.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.
15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.
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Covenant 23 added August 5, 2002  
by a majority vote at the Annual Meeting

Filed 02 Aug 14  
Charlotte L Petersen  
Washington County Clerk  
Blair, NE

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  - \*Animal Name, Breed, and Color
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Filed 03 September 18  
Charlotte L. Petersen  
Washington County Clerk  
Blair, NE

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service shall become a lien against the real estate. The weight limit on the Lakeland Estates Roads will be (to be determined).

- 31. Noise shall be subject to regulation and control by Lake Arrowhead, Inc. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of Lakeland Estates. Lake Arrowhead, Inc. shall be the sole authority on determining "appropriate" noise levels on an individual basis.
- 32. Designate Grasshopper Park (Lots 1 & 13 in Block 16), North Beach (Lot 20 in Block 7, Lot 1 in Block 20) and South Beach (Lot 21 in Block 26) as permanent park areas.
- 33. Buildings, in addition to homes, built on any lot cannot exceed 15 feet high sidewalls nor exceed the height of the house. Exterior material finish of the building must match that of the house.

The foregoing Amended and Additional Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its semi-annual meeting of title holders held on August 9, 2004, at which the issue of the foregoing amendments and additions to the Protective Covenants were duly noted on the Agenda of said semi-annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted either personally or by proxy submitted to the Board of Directors of Lake Arrowhead, Inc.

SIGNED this 29<sup>th</sup> day of August, 2005.

LAKE ARROWHEAD, INC., a Nebraska Corporation,

By: *Bruce Hallstrom*  
President

By: *Carol Tanga*  
Secretary

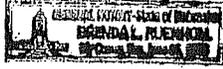
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

BEFORE ME, a Notary Public qualified in said County, personally came *Bruce Hallstrom* President of Lake Arrowhead, Inc. a Nebraska Corporation, and *Carol Tanga*, Secretary of Lake Arrowhead, Inc. a Nebraska Corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

879

WITNESS my hand and notarial seal on August 29, 2005

Brenda L. Rucanoll  
Notary Public



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879

Covenants #34 and #35 were added by a majority vote at the Annual Meeting, August 7, 2006.

34. COMMERCIAL VEHICLES. No commercial vehicles with a gross vehicle weight rating (GVWR) of 10,000 lbs. or more, including cube vans, box vans, moving vans or vehicles requiring a commercial drivers license, shall be kept or stored upon any lot or right of way within Lakeland Estates, or parked overnight on any lot in said subdivision, or used as a base of operations, unless actually involved in a construction or maintenance project on any real property located in Lakeland Estates. "Commercial vehicle" for this purpose shall include a vehicle used primarily for business or other commercial purposes.

No trailers, used primarily for commercial or business purposes, shall be parked overnight or stored on any lot within Lakeland Estates.

No storage or parking of any construction or commercial landscaping related equipment on any lot or right of way within Lakeland Estates, excepting such equipment, which is actively involved in providing construction related services at any lot or at the request of the Lakeland Estates Owners Association.

Nothing in this covenant shall be construed to include pickup trucks or vans with a GVWR of 10,000 or less, which may be used for commercial purposes by residents of Lakeland Estates.

35. A late fee of \$10.00 per lot, per month, will be assessed against any lot subject to delinquent assessments, at the time a Notice of Lien is filed with the Register of Deeds and until the assessments, interest, and late fees are paid in full.

200603970  
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 13 DAY OF September A.D. 2006  
AT 4:13 O'CLOCK P.M. AND RECORDED IN BOOK  
496 AT PAGE 36-37  
COUNTY CLERK Charlotte C. Petersen  
DEPUTY Gregory W. Miller

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

06 SEP 13 PM 4:13

FILED

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_  
Proofed \_\_\_\_\_

The foregoing Amended and Additional Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its semi-annual meeting of title holders held on August 7, 2006, at which the issue of the foregoing amendments and additions to the Protective Covenants were duly noted on the Agenda of said semi-annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted either personally or by proxy submitted to the Board of Directors of Lake Arrowhead, Inc.

SIGNED this 29 day of August, 2006.

LAKE ARROWHEAD, INC., a Nebraska Corporation,

By: [Signature]  
President

By: [Signature]  
Secretary

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

BEFORE ME, a Notary Public qualified in said County, personally came Bob Wheeler, President of Lake Arrowhead, Inc. a Nebraska Corporation, and Bruce Halldorson, Secretary of Lake Arrowhead, Inc. a Nebraska Corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on August 29, 2006

Brenda L. Ruemholt  
Notary Public

