

416

PROTECTIVE COVENANTS

Lakeland Development Co., a Nebraska Corporation, being the owner of Lakeland Estates, an Addition to Washington County, Nebraska, which consists in part of the following described real estate, to-wit: Lots One (1) through Seven (7), inclusive, in Block Twenty-two (22); Lots One (1) through Seventeen (17), inclusive, in Block Twenty-three (23); Lots One (1) through Forty-three (43), inclusive, in Block Twenty-four (24); Lots One (1) through Twenty-seven (27), inclusive, in Block Twenty-five (25); Lots One (1) through Twenty (20), inclusive, in Block Twenty-six (26); Lots One (1) through Twenty-two (22), inclusive, in Block Twenty-seven (27); Lots One (1) through Twenty-three (23), inclusive, in Block Twenty-eight (28); Lots One (1) through Twenty-seven (27), inclusive, in Block Twenty-nine (29); Lots One (1) through Twenty-two (22), inclusive, in Block Thirty (30); Lots One (1) through Twenty-nine (29), inclusive, in Block Thirty-one (31); and Lots One (1) through Four (4), inclusive, in Block Thirty-two (32); all in Lakeland Estates, do hereby declare that all lots contained in such Addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions and protective covenants:

1. All such lots shall be used solely as residential lots and any dwelling erected on said lots shall face the street upon which the 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 any 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 this 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 the premises of any lot.

5. All materials used in the construction of the outside of any building on any lot shall be new, unless permission is granted by the Lakeland Development Co. to use 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 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 1000 square feet and on 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 be not 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.

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, the Lakeland Development Co., further reserves a five (5) foot strip along each lot line of each lot in said Addition. 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 free of weeds and underbrush the property owned by him. In the event the owner fails to mow said weeds and underbrush by May 16th of any calendar year, the Lakeland Development Co., or its agents, hereby reserve the right to mow said lot and to continue to mow said lot for the balance and remainder of such calendar year and charge the owner a reasonable fee for such service. In no case shall said expense exceed \$20.00 per year until 1980. In the event the said Lakeland Development Co. mows weeds and underbrush on lots within said Addition, they will not be responsible for destruction of flowers and shrubs destroyed by said mowing.

12. All building locations and sewage disposal facilities on each lot must be approved by Lakeland Development Co., or its agents,

before construction begins.

13. All property owners must abide by the rules and regulations as to the use of Lake Arrowhead as are promulgated by Lake Arrowhead, Inc.. For the purpose of maintaining and upgrading the subdivision in the future, each lot owner shall:

- a. automatically become a stockholder in Lake Arrowhead, Inc.;
- b. Dues of stockholders shall be \$10.00 per year, which said dues shall be used for maintenance of Lake Arrowhead and streets within Lakeland Estates;
- c. Lake Arrowhead, Inc., dues shall be \$10.00 per year for the first three years after the date hereof and the dues after three years will be determined by the majority vote of the stockholders;
- d. In the event a lot owner does not make the payments specified by his Contract for Deed and is therefore not entitled to receive a deed, said lot owner agrees to transfer the stock he received in Lake Arrowhead, Inc., back to said corporation.

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 the vote of a majority of the legal title holders of lots within said Addition, 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 entered into and agreed upon for the benefit of each and every lot owner in the entire subdivision and for the further purpose of enhancing the value of each and every lot located within said Addition. These protective covenants shall run with the land. Any person owning any property in this Addition, whether a legal or equitable title holder, may bring proceedings at law or in equity to prevent or remedy the violations of any of these protective covenants and these covenants shall remain in force and

effect until January 1, 1990. At such time, said covenants shall automatically be extended for successive periods of ten years, unless by a 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 hereof pertaining to public utilities easements.

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

Signed this 13th day of December, 1971.

LAKELAND DEVELOPMENT CO., A Corporation,

By Ronald A. Henn
Ronald A. Henn, President.

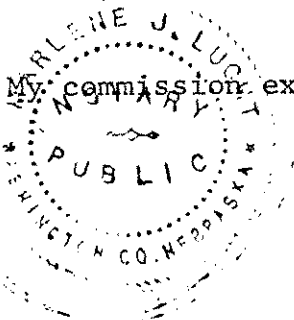
ATTEST:

James A. Jones
James A. Jones, Secretary
(SEAL)
STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 13th day of December, 1971, before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came Ronald A. Henn, President of the Lakeland Development Co., a Corporation, to me personally known to be the President and identical person whose name is affixed to the foregoing Protective Covenants and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Lakeland Development Co. and that the Corporate Seal of the said Lakeland Development Co. was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Blair in said County
and State the day and year last above written.

Marlene J. Lucht
Marlene J. Lucht, Notary Public.



My commission expires June 27, 1972.

State of Nebraska } SS 1581
County of Washington }
Entered in Numerical Index and filed for record
this 13 day of December
A. D., 19 71 at 3:18 o'clock P.M.
and recorded in Book 41 at page 416-421

Charlotte A. Peterson
County Clerk

Deputy

1971 DEC 13 PM 3:18
CHARLOTTE A. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

FILED

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

CLERK OF DISTRICT COURT
WASHINGTON COUNTY, NEBRASKA

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

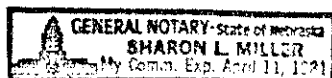
CERTIFICATE

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 3791
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 5th DAY OF July A.D. 1979
AT 2:30 O'CLOCK P.M. AND RECORDED IN
BOOK 123 AT PAGE 634-637
COUNTY 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.



Sharon L. Miller
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Recorded 1
General 1
Numerical X
Photostat _____

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 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.
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

EXHIBIT "A", PAGE 1

Recorded _____
General _____
Numerical _____
Photostat _____

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS ____ DAY OF _____ A.D. 19____
AT ____ O'CLOCK _____ M. AND RECORDED IN:
BOOK _____ AT PAGE _____
COUNTY CLERK _____
DEPUTY _____

P-251

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.

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.

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Amended and Substituted
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, LAKE LAND 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 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.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS
RECORDED IN NUMERICAL INDEX ATTACHED FOR RECORD

Recorded _____
General _____
Numerical _____
Photostat _____

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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. Invalidity 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 1983 Vote of Legal Title Holders

STATE OF NEBRASKA COUNTY OF WASHINGTON 98 793
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF April A.D. 1994
AT 9:51 O'CLOCK A.M. AND RECORDED IN BOOK
146 AT PAGE 92
COUNTY CLERK: *Walter H. Hansen*
DEPUTY: *Walter H. Hansen*

1983 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 25 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 inclosed 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 weeks 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 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 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.
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.
- 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 shall 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 substituted for any and all protective covenants heretofore adopted by Lakeland Estates.

756

Recorded
Correct

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1107
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 7th DAY OF June A.D. 1985
AT 9:15 O'CLOCK AM AND RECORDED IN BOOK
1531 AT PAGE 254
COUNTY CLERK Charlotte L. Petersen
DEPUTY Beverly Warner

254

Recorded _____
General _____
Numerical _____
Photostat _____

FILED
9:15 AM
JUN = 3 1985

CHARLOTTE L. PETERSEN
COUNTY CLERK
WASHINGTON COUNTY, NEBR.

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, 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. 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 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 share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision.

(over)

254

255

- 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. Invalidity 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 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.
 - All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glazed 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.
 - 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.
 - 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:
 - Lot slopes away from road, making entrance on street side impractical.
 - No other entrance is located on street side of dwelling.
 - 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 predominately on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.

255

FILED

Amended and Substituted Protective Covenants

Per 1991 Vote of Legal Title Holders 92 AUG 25 AM 10:02

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK

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 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

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 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 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. Invalidity 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.

SIGNED this 18 day of August, 1992.

LAKE ARROWHEAD, INC., a Nebraska corporation,

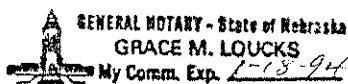
BY: John D. Papp
Its President

BY: Ann P. Babcock
Its Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

BEFORE ME, a Notary Public qualified in said County, personally came John D. Papp, President of Lake Arrowhead, Inc., a Nebraska corporation, and Ann P. 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 18th, 1992.

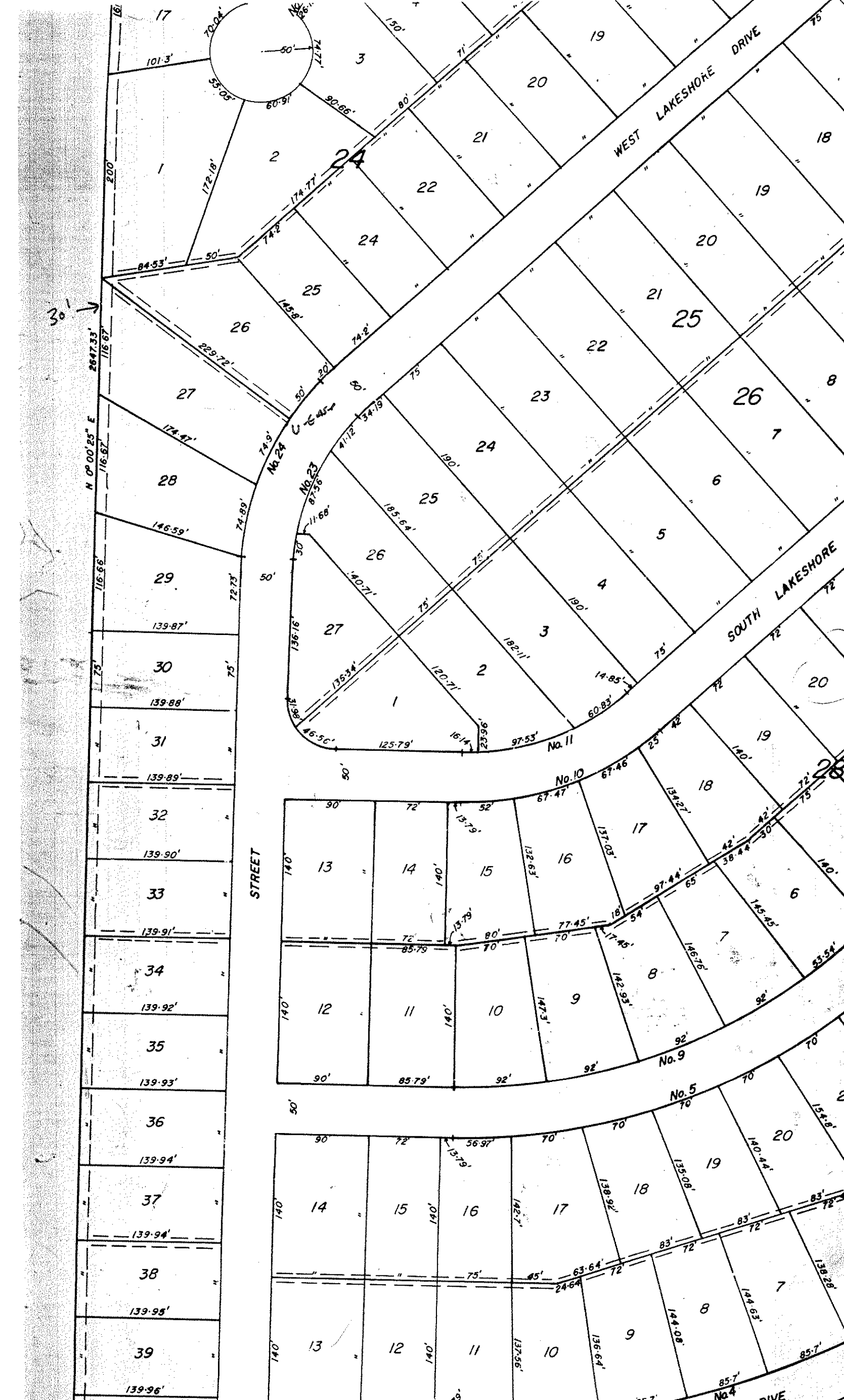


Grace M. Loucks
Notary Public

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 3382
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 25th DAY OF August A.D. 19 92
AT 10:02 O'CLOCK 11 M. AND RECORDED IN BOOK
206 AT PAGE 650-656
COUNTY CLERK Charlotte J. Peterson
DEPUTY Karen Madson

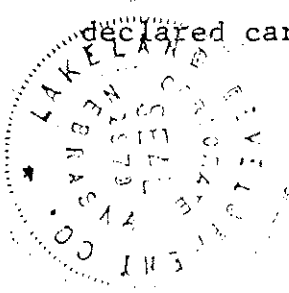
Recorded ☒
General ☒
Numerical ☒
Protestat ☐

-7-



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 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

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 11:10 O'CLOCK A.M. RECORDED IN BOOK
71 AT PAGE 466
COUNTY CLERK Charlotte J. Petersen
DEPUTY Ruth L. Benson

1972 OCT - 3 AM 11:10

FILED