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#385

FINAL COPY

FILED
CASS COUNTY, NE.

2000 DEC 22 PM 3:46

56 Misc. PG 517
PATRICIA REISINGER
REGISTER OF DEEDS
Doc # 385 \$150.00

RESTRICTIVE COVENANTS

CEDAR CREEK LAKES SECOND ADDITION

An Addition in Cass County, Nebraska

CONFIDENTIAL

REVISED DATE: 12-15-00

WHEREAS Cedar Creek Lakes is an addition in Cass County, Nebraska, and

WHEREAS it is the intention of the parties hereto that said addition be developed as a restricted resort and residential district,

NOW THEREFORE, the following Declaration of Protective Covenants and Restrictions which shall run with the land and the binding on all persons claiming under them until January 1, 2005, at which time such covenants shall automatically be extended for successive periods of five (5) years, unless by a majority vote of all owners of such lots at such time it is agreed to change such covenants in whole or in part.

If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other dues for such violation.

Invalidation of any of these covenants shall not affect the validity of those remaining, which remain in force and effect.

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1. Building codes adopted by the Village of Cedar Creek shall govern all construction.
2. Boat docks shall be permitted in lake shores and may attach to boat houses, which should not extend further than eight (8) feet from the shore at average water level.
3. No alterations shall be made to any lake front, including boat houses, without notification and documented permission of the lot owners on either side.
4. All sewage and waste water from any lot on all lakes shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.
5. No owner of any lot shall have the right to permit the use of boats not owned by such lot owner, and all boating privileges are restricted to lot owners and members of their immediate families. No motor or combination of motors exceeding eighty (80) horsepower shall be used or permitted on Lake Number 1, no motor or combination of motors exceeding ten (10) horsepower shall be used or permitted for pontoon boats and no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on any other water craft on Lake Number 2, no motor or combination of motors exceeding ninety (90) horsepower shall be used or permitted on Lake Number 3, no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on Lake Number 4. No jetskis shall be permitted on any lakes. Rowboats, paddleboats, inflatable devices, and swimming shall be limited to within twenty-five (25) feet of the shore when motor boats are in operation. Boating privileges are restricted to one motorized boat for each lot at any one time in the lake, and each boat must have a sticker with their lot number attached and clearly visible on the starboard side of the boat. Boats must be registered with the Cedar Creek Lake Associations specific to each lake.

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6. The Cedar Creek Lake Associations were formed September 25, 1965 by the lake lot owners. Every owner of a lot in each subdivision is automatically a member of a lake association, and such membership continues as long as the lot is owned. Annual dues, not to exceed \$25.00, shall be assessed against each lot on; Lake Number 1, Lake Number 2, Lake Number 3, and Lake Number 4. Annual dues will be used for the expense of general maintenance of common grounds, parks, lakes, and water testing each year. Annual payments are due each year on April 1.

7. No lot shall be used for the sale of alcohol, firearms, and/or drugs.

8. No guns or firearms shall be discharged within the Village of Cedar Creek.

9. All buildings erected in said subdivision shall be of a permanent type. House trailers or camping trailers cannot be used as a permanent home, unless already existing.

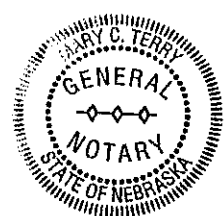
10. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

11. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered containers with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

IN WITNESS WHEREOF we have hereunto set our hands this 15 of December, 2000.

SIGNATURE BLOCK:

John Winkler (President Cedar Creek Lake Association)
Donna Struchiner (Secretary Cedar Creek Lake Association)



COMMISSION EXPIRES

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The new Cedar Creek Restrictive Covenants are to be filed against the following lots of the Cedar Creek Lakes addition in the Village of Cedar Creek Cass County, Nebraska according to the amendment/replacement procedures of the original Cedar Creek Restrictive Covenants.

Lake 1

Lots 87-123
Lots 184-220
Lots 258-270
Lots 220A-255

Lake 2

Lots 3-35
Lots 51-60

Lake 3

Lots 124-171
Lot AA

Lake 4

Lots 36-50
Lots 271-287
Lots 256-257
Lot 168



#385

Official Results Cedar Creek Lakes Covenant Vote

Ballots Returned: 182 (71.4% of eligible voters)

Yes Vote: 144 (79% in favor of new covenants)

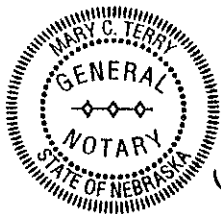
No Vote: 34 (19% in favor of not adopting new covenants)

Returned Ballot

With No Vote: 4 (2% returned ballot but had no opinion in favor or opposition)

Note: Ballots were collected on 11/6/00 and tabulated on 11/9/00. The tabulation of ballots was supervised by an independent third party with no affiliation to any Lake Association. Official numbers and ballots were notarized by same independent party.

According to the above election results; new covenants are adopted and will be filed accordingly



Mary C. Terry

MY COMMISSION EXPIRES:
JULY 22, 2001

FILED
CASS COUNTY, NE.

COMPARED

2005 OCT 18 AM 11:24

BK 64 OF Misc. PG 388
PATRICIA WEISINGER
REGISTER OF DEEDS
Doc # 7024 \$150.00
WJ S**AMENDED COVENANTS AND RESTRICTONS CEDAR CREEK LAKES
GENERAL**

Whereas a majority of all property owners located upon Cedar Creek Lake Number 1, Number 2, Number 3 and Number 4, Village of Cedar Creek, Nebraska, have by affirmative vote, caused an amendment to the Restrictive Covenants which govern the use of said property, and

Whereas said Amended Covenants and Restrictions have been passed in conformity with the original covenants and restrictions and shall run with the land and be binding on all persons and property located upon Cedar Creek Lake Number 1, Number 2, Number 3 and Number 4, Village of Cedar Creek, Cass County, Nebraska unless amended or modified as hereinafter provided, and

Now Therefore, it is provided as follows:

RESTRICTIONS

1. The Building Zoning codes adopted by the Village of Cedar Creek shall govern all construction.
2. Boat docks shall be permitted in lake shores and may attach to boat houses, which shall not extend further than eight (8) feet from the shore at average water level.
3. No alterations shall be made to any lake front, including boat houses, without notification and documented permission of the lot owners on either side.
4. All sewage and waste water from any lot on all lakes shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.
5. No owner of any lot shall have the right to permit the use of boats not owned by such lot owner, and all boating privileges are restricted to lot owners and members of their immediate families. No motor or combination of motors exceeding eighty (80) horsepower shall be used or permitted on lake Number 1, no motor or combination of motors exceeding ten (10) horsepower shall be used or permitted for pontoon boats and no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on any other water craft on lake Number 2, no motor or combination of moors exceeding ninety (90) horsepower shall be used or permitted on lake Number 3, no motor or combination of motors exceeding five (5)

horsepower shall be used or permitted on lake Number 4. No jetskis shall be permitted on any lakes. Rowboats, paddleboats, inflatable devices, and swimming shall be limited to within twenty-five (25) feet of the shore when motor boats are in operation. Boating privileges are restricted to one motorized boat for each lot at anyone time in the lake, and each boat must have a sticker with their lot number attached and clearly visible on the starboard side of the boat. Boats must be registered with the Cedar Creek Lake Association specific to each lake.

6. There shall be created an individual lake association for each of the four lakes. The property owners of Lakes 1-4 shall annually elect a Board of Directors for their individual lake association, consisting of persons who are themselves owners of property upon said lake. Each lot located upon said lake shall automatically have membership in the lake association which governs the lake upon which the property is situated. Said membership shall automatically continue so long as the lot is owned. Each lot shall have one membership in the individual lake association, and each membership shall be entitled to one vote.

Each individual association shall hereafter have the power and authority to enact and adopt individual covenants and restrictions by a majority vote of those members owning property upon said lake, which govern the use and maintenance of property within its control and jurisdiction as well as a method for assessing dues and/or special assessments. Said covenants and restrictions shall run with the land and be binding upon each parcel of property and individual member of said association. The individual lake association boards shall have further authority to pass, adopt, and amend rules and regulations for each lake. Until such time as the individual lake association has properly passed, adopted, and filed its individual covenants and restrictions with the Cass County Register of Deeds, these general covenants and restrictions shall control. Upon proper passage, adoption, and filing of the individual covenants and restrictions with the Cass County Register of Deeds, the individual lake association covenants and restrictions shall be controlling for all property within its control and jurisdiction and shall supercede these general covenants and restrictions.

7. No lot shall be used for the sale of alcohol, firearms, and/or drugs.

8. No guns or firearms shall be discharged within the Cedar Creek Lakes.

9. Until such time as the individual lake associations organize and adopt covenants and restrictions for their individual associations, dues shall be assessed against each lake lot not having superceding covenants and restrictions in the sum of \$25.00 per year, payable on or before April 1st.

9. All buildings erected in said subdivision shall be of a permanent type. House trailers or camping trailers cannot be used as a permanent home, unless already existing.

10. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

11. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered containers with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

12. These covenants and restrictions run with the land and in the event of a violation, the Lake Association or the owner of any lot may prosecute any action at law or in equity to recover damages therefore or to enjoin such violation.

13. The restrictions and conditions herein may be amended, added to or revoked in whole or in part in the following manner: Until such time as the individual lake associations adopt their own covenants and restrictions, a majority of all owners of property located on Lakes 1-4 may affirmatively vote to amend, revoke or change said restrictions and conditions. Each lot shall be entitled to one vote. Upon proper

passage, adoption and filing of the individual lake association covenants and restrictions, those lakes having the same shall amend, adopt and modify said covenants and restrictions by vote of their individual memberships without the necessity of a vote by the remaining lakes.

IN WITNESS WHEREOF we have hereunto set our hands this 5th day of October, 2005.

SIGNATURE BLOCK:

Charles W. Saubert
President - Cedar Creek Lake Association #1

James T. Drisley
President - Cedar Creek Lake Association #2

[Signature]
President - Cedar Creek Lake Association #3

Mitchell Raman
President - Cedar Creek Lake Association #4

The Amended Cedar Creek Restrictive Covenants are to be tiled against the following lots of the Cedar Creek Lakes addition in the Village of Cedar Creek Cass County, Nebraska according to the amendment/replacement procedures of the original Cedar Creek Restrictive Covenants.

<u>Lake 1</u>	<u>Lake 2</u>	<u>Lake 3</u>	<u>Lake 4</u>
Lots 87-123	Lots 3-35	Lots 124-171	Lots 36-50
Lots 184-220	Lots 51-60	Lot AA	Lots 271-287
Lots 258-270			Lots 256-257
Lots 220A-255			Lot 168

COMPARED



RESTRICTIVE COVENANTS
Cedar Creek Lakes, Inc.

Filed 4 October 1966 at 10:00 A.M.
Betty Philpot, Register of Deeds
\$5.70

To: Public (Indexed Against: Lots 181 thru 217 & NW $\frac{1}{4}$ 5-12-12,
SE $\frac{1}{4}$ 31-13-12, SW $\frac{1}{4}$ 32-13-12)

RESTRICTIVE COVENANTS
CEDAR CREEK LAKES SECOND ADDITION, AN ADDITION IN CASS COUNTY,
NEBR.

WHEREAS Cedar Creek Lakes, Inc. is the owner of, in fee simple, all property in Cedar Creek Lakes Second Addition in Cass County, Nebraska, and the undersigned Robert Schneider, Edith Parsons and Esther Schneider are the holders of a mortgage thereon, and

WHEREAS it is the intention of the parties hereto that said addition be developed as a restricted resort and residential district,

NOW THEREFORE, the undersigned cause the following Declaration of Protective Covenants and Restrictions which shall run with the land and the binding on all persons claiming under them until January 1, 1990, at which time such covenants shall automatically be extended for successive periods of ten years, unless by a majority vote of all owners of such lots at such time it is agreed to change such covenants in whole or in part.

If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other dues for such violation.

Invalidation of any of these covenants shall not affect the validity of those remaining which remain in force and effect.

1. Hereafter, no building shall be constructed or maintained except a single family residence or cabin having not less than 640 square feet of living area exclusive of any attached garage or carport, on Lake No. 1.

2. Hereafter, no new building or structure of any kind shall be erected to extend within 5 feet of any side lot or within 10 feet of any roadway, and except that boat docks shall be permitted in lake shores, to extend not more than 8 feet from shore at average water level.

3. All sewage and waste water from cabins on Lake No. 1 shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.

4. No alterations shall be made to any lake front without the written permission of all lake front owners within 200 feet on either side.

5. An easement is hereby reserved along all rear and side lot lines for the construction and maintenance of public utility lines, mains or connections, such easement to include the right to construct or erect poles, guy wires and overhanging wires and not exceed 5 feet in width along such lot lines. A further easement is reserved for all existing utility lines.

6. No owner of any lot shall have the right to permit the use of boats not owned by such lot owner, and all boating privileges are restricted to cabin owners and members of their immediate families. No motor or combination or motors exceeding 80 horsepower shall be used or permitted on Lakes No. 1 and 3 and no motor exceeding 5 horsepower shall be used on Lakes No. 2 and 4. No inboard motors shall be permitted on any lakes, and no rowboats shall be permitted when motor boats are in operation and swimming shall be limited to within



25 feet of the shore when motor boats are in operation. Boating privileges are restricted to one boat for each cabin at any one time.

7. Except for transfers by operation of law, after the first conveyance by the undersigned owner, no lot or cabin site shall be sold or leased to any person who has not been previously approved by the membership committee or board of directors of a non-profit corporation or association to be formed by the owners of said lots and every owner of lots in said subdivision shall automatically become a member of such association or corporation and such membership shall continue so long as such lot is so owned. Annual dues, not to exceed \$15.00 for each improved lot owned in said subdivision, may be assessed against each member, to be used for the expense of maintaining roads and other general maintenance of common grounds, parks, dikes, and lakes in said subdivision. Provided, however, in the event said lot shall become a part of an incorporated town, or shall be included in a Sanitary or Improvement District, such assessment shall not be made if taxes are levied for such purpose by such town or district. The first annual payment shall be due April 1, 1966 and each April 1, thereafter.

8. No lot in said subdivision shall be used for the sale of any alcoholic liquor.

9. No guns or firearms shall be discharged or used in the platted portions of said subdivision.

10. All buildings erected in said subdivision shall be of a permanent type and no house trailer or camping trailer whether mounted on wheels or on a foundation, shall be used or occupied in said subdivision, except those now located thereon.

11. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

12. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered cans with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

13. The right to use existing roads in said addition which cross or affect platted lots is hereby reserved until new roads are completed, but no longer than January 1, 1970.

In Witness Whereof we have hereunto set our hands this 20 day of ~~July~~ September, 1966.

Attest: Edith Parson
Secretary

CEDAR CREEK LAKES, INC.
By Robert Wm Schneider
President

Recorded-Book-97-Misc-7-Pate-460

Robert _ Schneider
Robert Schneider

Esther Schneider Edith Parson
Esther Schneider Edith Parson

STATE OF NEBRASKA)

) ss Before me, a Notary Public in and for said
COUNTY OF CASS) County, personally appeared Robert W. Schneider,
President of Cedar Creek Lakes, Inc., and acknowledged the execution of
the above and foregoing Restrictive Covenants to be his voluntary act
and deed and before me also personally appeared Robert _ Schneider,
Esther Schneider and Edith Parson, and they, and each of them, ack-
nowledged the acknowledgement of the above and foregoing to be their
voluntary act and deed.

Witness my hand and Notarial Seal this 20 day of September 1966.

(HAROLD R. LEBENS)
(GENERAL NOTARY)
(STATE OF NEBRASKA)

Harold R. Lebens
Notary Public
My Comm. Exp.: May 1, 1970
