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PROTECTIVE COVENANTS AND EASEMENTS

The undersigned Eagle Lake Inc., a Nebraska Corporation and Brian L. Bevans and Sharon E. Bevans, husband and wife, being the owners of the following described real estate, to-wit:

Lots One (1) through Ten (10) and Outlet "1" First Addition to Eagle Lake Subdivision a part of the East Half (E½) of the Southeast Quarter (SE¼) of Section Thirty (S30), Township Ten North (T10N), Range Nine (R9) East of the 6th P.M. Cass County, Nebraska;

do hereby state, declare and publish that all of the lots in said tract above described are, and shall be owned, conveyed and used under and subject to the following covenants and easements running with the land.

1. All lots, other than out-lots deeded to Sanitary & Improvement District No. 4 of Cass County, shall be used exclusively for private and single family dwellings not to exceed two stories in height on the front or street side of the property, with private garages which may either be attached to or detached from the dwelling or residence structure.

2. The construction of a dwelling, out-building, fence, wall or other structure shall not be started until written approval is first secured from Eagle Lake Inc., of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. Eagle Lake, Inc., reserves to itself, its successors and assigns, the sole right to approve or reject any building plans, if in its opinion, either the size, height, materials, design or plot plan do not conform to the general standard and value of development in the subject area.

Eagle Lake, Inc., or its designees reserves the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same will conform to the general plan in the subdivision.

To ensure the enforcement of these provisions, one set of said plans, signed by the owner, shall be left on permanent file with Eagle Lake, Inc. These provisions shall remain in full force and effect until January 1, 1982, and shall continue to remain in full force and effect thereafter until terminated by Eagle Lake, Inc.

3. All public utilities including the subdivisions water system shall have the right to use and occupy those areas designated as roads, streets, lanes, or drives the same as if they were dedicated to public use.

We do further grant a perpetual easement to Omaha Public Power District, and Lincoln Telephone and Telegraph Company, their Successors and Assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof on, over through, under and across a Five Foot wide strip of land adjoining all side boundary lot lines; and Eight Foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen Foot wide strip of land adjoining the boundary lines of all exterior lots, provided however, that said side lot easements are granted upon the specific conditions that if either of said utility companies fail to utilize said side lot easements within Sixty months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within Sixty days after their removal, then this side lot easement shall automatically terminate and become void as to such unused or abandoned easement ways. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described subdivision. Said 16 Foot wide easement will be reduced to an 8 Foot wide strip when the adjacent land is surveyed plotted and recorded if said 16 Foot easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, tree, retaining walls or looserock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

4. No portion of the dwelling or out-building shall be located on any lot nearer than 35 feet to any lot line adjoining a street or county road, or nearer than 15 feet to the side lot line, or nearer than 50 feet to a shore line, except for such storage facilities as are approved by Sanitary & Improvement District No. 4 of Cass County.

FILED FOR RECORD 3-1-1928 AT 10:35 A.M. IN BOOK 22 OF DEEDS, REGISTER OF DEEDS, CASS CO., NEBR. PAGE 434

Doc # 7

COMPARED

## PROTECTIVE COVENANTS &amp; EASEMENTS

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5. Not more than one dwelling and one garage (either single or multiple stall) shall be built upon any lot, except guest houses used for occasional non-paying guests.

6. No noxious or offensive trade or activity shall be carried on upon any lot.

7. No trailer, mobile home, barn, tent, basement or other out-buildings shall be placed or erected on any lot for use as a temporary or permanent residence or shall any structure of a temporary nature be used as a residence. No inoperative and/or unlicensed vehicle may be kept on any lot except in a garage. No dumping shall be allowed on any lot. Outside trash burners are prohibited.

8. No animals as stock or poultry of any kind shall be raised or kept on any lot, except dogs, cats or other house-hold pets which are not bred or maintained for any commercial purposes.

9. No wells shall be drilled on any lot where water is made available to said lot by Eagle Lake, Inc., or the Sanitary & Improvement District No. 4 of Cass County. Septic tanks, sewage fields and sewage lagoons are prohibited on the lots.

10. Sanitary & Improvement District No. 4 of Cass County, its successors or assigns, shall own, control and manage the lake and common areas, the dam and water and sewer utilities.

11. The Sanitary & Improvement District No. 4 of Cass County, its successors or assigns, shall have the authority to adopt rules and regulations to control parking on roads and streets. The number of off street parking stalls required, location of trees, shrubs or hedges near public right of ways and lake shore, signs, billboards, and maintenance of vegetation, including trees, shrubs and hedges on all lots whether occupied or unoccupied.

Sanitary & Improvement District No. 4 of Cass County shall have the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, and removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the Sanitary & Improvement District No. 4 of Cass County, of the existence of the objectionable condition.

12. Use of lake and shore area shall be subject to rules and regulations of Sanitary & Improvement District No. 4 of Cass County, its successors and assigns, including the type, nature, power and ownership of boats and other craft permitted upon the lake and regulations of such use; the type, nature, size and location of docks, piers or any other structures placed in the lake or extending into the lake from shore; the location and nature of storage of any craft while not in use; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever; provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said subdivision.

13. Stables shall not be permitted on lots except that the Sanitary & Improvement District No. 4 of Cass County may provide stable facilities for its members.

14. Two years after purchase neither the owner, lessee, tenant or any other person having or claiming any interest in any lot shall have any right to use the shore or water of Eagle Lake or other facilities owned by the Sanitary & Improvement District No. 4 of Cass County, unless such person be an occupant of a residence situated upon said lot, or his guest.

15. Each of the provisions hereof is several and separable. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Eagle Lake Subdivision, and Sanitary & Improvement District No. 4 of Cass County, its successors and assigns, may prosecute any proceedings at law or in equity against such person or persons who may violate or attempt to violate any of such conditions, restrictions or limitations, either to prevent him or them from so doing or to recover damages for such violation.

17. All lots, including any out lots in said above described premises which are now owned by Eagle Lake, Inc., a Nebraska Corporation, or any of them, may be used for agriculture production until such time as the same are transferred by deed to a grantee who shall then be bound by the restrictions of Paragraph 1 above.

Eagle Lake, Inc.

ATTEST: Shirley M. Bevens  
Shirley Bevens, Secretary

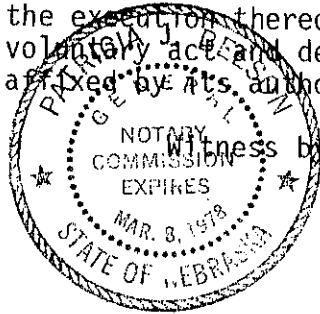
BY Lloyd Bevens, President  
Lloyd Bevens

Brian L. Bevens  
Brian L. Bevens

Sharon E. Bevens  
Sharon E. Bevens

STATE OF NEBRASKA )  
COUNTY OF LANCASTER) ss.

Before me, a notary public qualified for said county, personally came Lloyd Bevens, President of Eagle Lake, Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntarily act and deed of said corporation and that its corporate seal was thereto affixed by its authority.



Witness by hand and notarial seal on February 24, 1978.

Patricia Beeson  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER) ss.

On this 24<sup>th</sup> day of February, 1978, before me, a Notary Public in and for said County, personally came Brian L. Bevens and Sharon E. Bevens, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Witness my hand and notarial seal the day and year last written.

Patricia Beeson  
Notary Public

Amended Protective Covenants and Easements

Whereas, certain protective covenants and easements were executed in September, 1972 by Dale Herrold, Carol Herrold, Marion F. Wulf, Donita Wulf, and Eagle Lake, Inc., by Marion F. Wulf, President, said covenants and easements being recorded in Book 13 (Misc.), Page 422 in the Office of the Register of Deeds of Cass County, Nebraska, and effecting the following described real estate,

Lots one (1) through Sixty-five (65) and Out-lots A & B all in Eagle Lake, a subdivision located in the East half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 30, Township 10 North, Range 9 East of the 6th P.M., Cass County, Nebraska except the South Ten (10) acres of said described property and,

Whereas, said covenants and easements made certain references to Eagle Lake Association and granted to said Eagle Lake Association certain rights, property and otherwise, powers, management responsibilities, and controls, and,

Whereas said Eagle Lake Association was never formed, but, instead, Sanitary and Improvement District #4 of Cass County, Nebraska, was organized and authorized by the District Court of Cass County, Nebraska, on the 27th day of April, 1973.

Now therefore, the undersigned, being owners of the real estate, in the above described tract, indicated opposite their names, hereby agree and consent to the amendment of said protective covenants and easements by, in all instances, substituting and inserting Sanitary and Improvement District #4 of Cass County, Nebraska in place of, and, instead of Eagle Lake Association, and we the undersigned consent and agree to and hereby assign and grant said Sanitary and Improvement District #4, of Cass County, Nebraska all rights, property, management responsibilities, and powers held and owned by said Eagle Lake Association.

Eagle Lake, Inc.

By Lloyd Brown  
President

<u>Kenneth W. Starnon</u>	Lots 7 & 33
<u>Mrs. Kenneth Starnon</u>	
<u>Richard W. Schwartz</u>	Lot 2
<u>Edward W. Schwartz</u>	
<u>Marion Shirley McWhorter</u>	Lot 1
<u>Eagle Lake Inc.</u>	Lot 5
<u>Lloyd Brown</u>	
<u>Shirley M. Brown</u>	Lot 22

FILED FOR RECORD 4-15-73 AT 9:11 A.M. IN BOOK 17 OF Tracts  
 REGISTER OF DEEDS, CASS CO., NEBR. 19.50  
 PAGE 261 Att. Plaintiff

Nov 10 1973

COMPARED

and Original

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Walter S. Wolf  
Donita Wolf

Lot 27

William Graham  
Virginia Graham

Lot 28

Mr. Donald Graham  
Paula J. Graham

Lot 29

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
Thomas F. Wolf  
~~\_\_\_\_\_~~

Lot 19

Town & Country Masonry Contractors, Inc.

x BY [Signature]  
President

Lot 21

x Kenneth J. Mueller

Lot 11

x Cynthia A. Mueller

x Dale Herrold

Balance of Real Estate in above described tract

x Carol Herrold

Eagle Lake Inc  
By Lloyd Brown Rose

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STATE OF NEBRASKA, County of Cass

Before me, a notary public qualified for said county, personally came

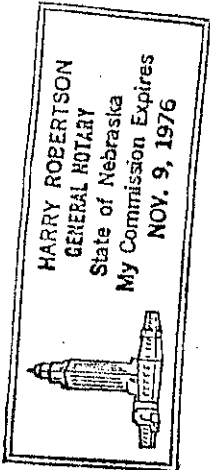
Art Ortleib - President  
Town & Country Masonry Contractors, Inc.

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on August 9, 1974

Harry Robertson Notary Public

My commission expires Nov. 9th, 1976



STATE OF NEBR. County of Cass

Before me, a notary public qualified for said county, personally came

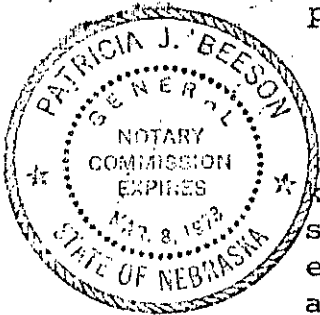
Dennis Graham and  
Peggy Graham

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her of their voluntary act and deed.

Witness my hand and notarial seal on March 15, 1975

Patricia Beeson Notary Public

My commission expires March 8, 1975



STATE OF NEBRASKA, County of Cass

Before me, a notary public qualified for said county, personally came

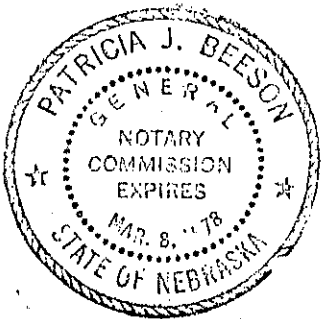
Marion & Wally and Lonita  
Wally

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her of their voluntary act and deed.

Witness my hand and notarial seal on March 15, 1975

Patricia Beeson Notary Public

My commission expires March 8, 1975



STATE OF NEBRASKA, County of Lancaster

Before me, a notary public qualified for said county, personally came

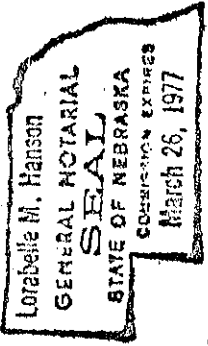
Shirley Wilkinson

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on Aug. 14, 1974

Lorabelle M. Hanson Notary Public

My commission expires March 26, 1977



STATE OF NEBRASKA, County of Lancaster

Before me, a notary public qualified for said county, personally came

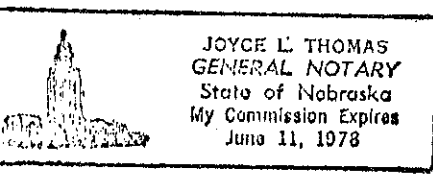
Gerald and Cynthia Mueller

known to be to be the identical person or persons who signed the foregoing instrument and acknowledged the execution there of to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on Sept 24, 1977

Joyce L. Thomas Notary Public

My commission expires 6/11, 1978



STATE OF NEBRASKA, County of Lancaster

Before me, a notary public qualified for said county, personally came

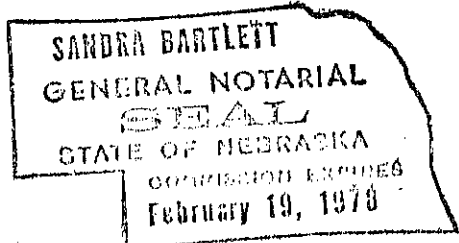
Dale Herbold and Carol Herbold

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on February 1, 1978

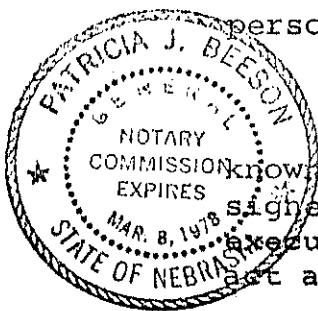
Sandra Bartlett Notary Public

My commission expires February 19, 1978



STATE OF NEBRASKA, County of Cass.

Before me, a notary public qualified for said county, personally came



Richard J. Schwartz and  
Elena K. Schwartz

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his or her or their voluntary act and deed.

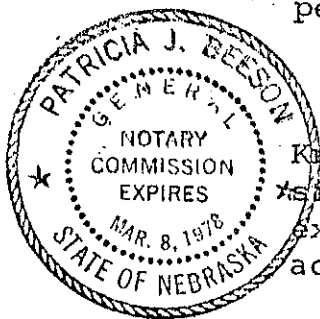
Witness my hand and notarial seal on August 12<sup>th</sup> 1978

Patricia Beeson, Notary Public

My commission expires March 8, 1978.

STATE OF NEBRASKA, County of Lancaster.

Before me, a notary public qualified for said county, personally came



Lloyd Bevans and  
Shirley M. Bevans

Known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal on August 13, 1978

Patricia Beeson, Notary Public

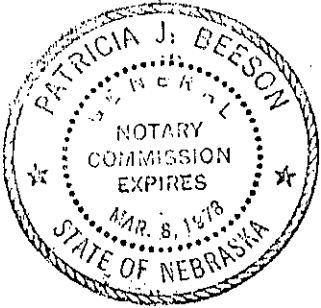
My commission expires March 8, 1978.



STATE OF NEBRASKA, County of Cass

Before me, a notary public qualified for said county, personally came

Steven F. Wulf



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution there of to be his or her or their voluntary act and deed.

Witness my hand and notarial seal on March 15, 1975

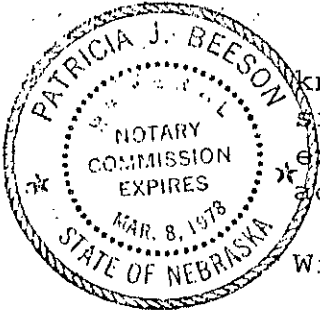
Patricia Beeson, Notary Public

My commission expires March 8, 1978.

STATE OF NEBRASKA, County of Lancaster

Before me, a notary public qualified for said county, personally came

Mrs Kenneth W. Shannon and Kenneth W. Shannon



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution there of to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on April 19, 1975

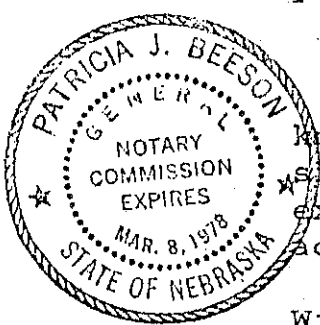
Patricia Beeson, Notary Public

My commission expires March 8, 1978.

STATE OF NEBRASKA, County of Lancaster

Before me, a notary public qualified for said county, personally came

Lloyd L. Bevans, President of Eagle Lake, Inc.



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution there of to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on April 19, 1975

Patricia Beeson, Notary Public

My commission expires March 8, 1978.