

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

STATE OF NEBRASKA) ss
Dodge County)

On this 3rd day of August, A.D., 1966, befor me, the undersigned

Edith Erling a General Notary Public, duly comissioned and qualified, personally came Florence Webarg to me known to be the identical person whose name affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Edith Erling Notary Public

My commission expires the 13th day of May, 1971.

(EDITH ERLING)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAY 12, 1971)
(STATE OF NEBRASKA)

RW-512

RESTRICTIVE COVENANTS
Cedar Creek Lakes, Inc.

10-24 COMPARED

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. ~~and 480 feet from the shore of Lake No. 1 and no building shall be erected on a tract less than 1/4 acre in size.~~

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

Blue Book
100% LINEN LEDGER

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

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 of 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 boars 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, 1968 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, 1965.

CEDAR CREEK LAKES, INC.

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE
11 BROWN
LINEN

Attest: Edith Parson
Secretary

By Robert Wm Schneider
President

Robert_ Schneider
Robert Schneider

Recorded-Book-97-Misc-7-Page-460

Esther Schneider Edith Parson
Esther Schneider Edith Parson

STATE OF NEBRASKA)
) ss Before me, a Notary Public in and for said County, personally
COUNTY OF CASS)
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, acknowledged 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

AFFIDAVIT

Cecil E. Keran
To:
Public

COMPARED

Filed 4 October 1966 at: 4:35 P.M.
Betty Philpot, Register of Deeds
\$ 2.25

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Cecil E. Keran being first duly sworn on oath deposes and states that this affiant and
Dorothy M. Keran, husband and wife, are the owners of Lots 1 and 2 in Block 12 in Thompson's
Addition to the City of Plattsmouth, Cass County, Nebraska as joint tenants and not as tenants
in common, and affiant further states that as such owners they are now in possession of said
real estate; that this affidavit is made in compliance with the Marketable Title Act of the laws
of the State of Nebraska.

Further affiant sayeth not.

Cecil E. Keran

Subscribed in my presence and sworn to before me this 4 day of October, 1966.

(EUNICE B. CAMPBELL)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(8-21-70)
(STATE OF NEBRASKA)

Eunice B. Campbell
Notary Public
My Commission Expires: 8-21-70

Blue Border
100% LINEN EDDGER

