

#2306

FILED
CASS COUNTY, NE.

2013 APR 30 PM 12:24

Amended Covenants and Restrictions, Cedar Creek Lake #3

BK 22 OF GEN PG 650

An addition in Cass County, Nebraska

David Jordan
REGISTERED OF DEEDS
#2306 \$40.00

General

WHEREAS Cedar Creek Lake #3 is an Addition within the Incorporated Village of Cedar Creek, Cass County, Nebraska and, includes 49 lots numbered 124-171, A and AA.

WHEREAS it is the intention of the lot owners that said addition be developed as a resort and residential district and,

WHEREAS it is the purpose of these restrictions to enhance the value, attractiveness and desirability of all properties and,

WHEREAS the original Cedar Creek Lakes Restrictive Covenants were filed in August 1965 for lakes 1, 2, 3, 4 with an amendments filed in October 1966 & December 2000 by the said lot owners. And by Amendment filed 18 October 2005, where as each lake shall create separate associations. Lake #3 filed amended covenants on 22 May 2007 and 25 July 2011.

NOW THEREFORE, it is provided as follows:

The following Covenants and Restrictions which shall run with the land and be binding on all persons and property located upon Cedar Creek Lake number 3, Village of Cedar Creek, Cass County, Nebraska unless amended as hereinafter provided and,

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

If any of the parties hereto, or their heirs, or their assigns shall violate or attempt to violate any of the covenants and restrictions 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 covenants and restrictions and either prevent or enjoin such violation or to recover damages or other dues for such violation.

The property owners of Lake #3 shall annually elect a Board of Directors for the association, consisting of persons, who are themselves owners of property upon Lake #3. Each lot shall automatically have membership in the lake association which governs the lake upon which the property is situated. Said membership shall automatically continue as long as the lot is owned. Each lot shall have one membership in the lake association, and each member in good standing (dues are current and not deemed delinquent) shall be entitled to one vote. A tenant may not be a voting member. When more than one person holds interest in any given lot, only one vote per lot will be accepted. When person(s) lease property on Lake #3, they shall abide by these covenants and restrictions as if they were a lot owner, with the exception they may not vote or hold office. The Association Board of Directors shall have authority to pass, adopt, and amend rules and regulations for the lake as expressed in the By-Laws.

The Covenants and Restrictions herein may be amended, added or revoked in whole or in part in the following manner: proposed amendments to these Covenants Restrictions shall be mailed to all lot owners at the last known address at least 30 days prior to a regular or special called meeting, a simple majority of all owners located on Lake #3 may affirmatively vote to amend, revoke or change said Covenants and Restrictions. Ballots shall be accepted in person at the meeting or by mail to Secretary of Lake #3. Each lot shall be entitled to one vote. Upon proper passage, adoption, the amended Covenants and Restrictions shall be filed with the Cass County Register of Deeds to be in force.

Each membership shall pay annual dues as determined by the Board of Directors of the association which shall be due on the first day of May each year. Said sum shall be deemed delinquent if not paid within 30 days of the due date. Said annual dues shall bear interest at the maximum legal rate as allowed by law from and after its delinquency date if not paid. Said dues shall constitute a personal obligation and debt to the association of the Member(s) involved, and such obligation and debt may be enforced and collected by the association by a suit of law against such Member(s), in addition to and not to the exclusion of any other remedy or means of collection that may be available to the association under the Association's Covenants, By-Laws, or otherwise. Members who are not in good standing are prohibited from using the lake or other common areas. The annual dues and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. These assessments shall be used to promote health, safety, welfare and recreation of the residents and for improvement and maintenance of the boat ramp and lake. Examples include: to provide for property taxes and insurance for the boat ramp, for routine maintenance required to maintain a safe lake environment including water testing, chemicals for spraying to reduce algae, for stocking of fish, for routine meeting mailings and other items the association approves.

Capital Improvement projects which exceed the ability of the annual requirements and collected dues shall require a special assessment which shall be approved by a majority of all lot owners. The By-Laws shall describe the process to propose, discuss and vote on such assessments. All lots shall be bound by the voting results and the association shall have the permission and right to evoke legal remediation for unpaid assessments. Capital Improvements shall be clearly defined, and collected funds shall only be expended to the accomplishment of the specified project. Both annual and capital improvement assessments must be fixed at a uniform rate for all lots.

It shall be the right of the association to borrow money for the purpose of improving common areas (ramp or lake). Any mortgage of the commons shall be approved by a majority of the members.

A fish fund from voluntary contributions may be maintained in the general fund to be used exclusively to promote fish activities such as stocking of fish, establishment of fish habitat, and other activities which support fishing in the lake.

RESTRICTIONS

1. The Building & Zoning codes adopted by the Village of Cedar Creek shall govern all construction.
2. The Village of Cedar Creek adopted Ordinances governing open burning, pet leash laws, road speed limits, fire arm use, trash disposal and collection, use of off road vehicles on streets, alcohol sale, etc. shall govern.
3. Boat docks, boat lifts, boat houses, or any other type appendage shall be permitted in lake shores in accordance with the following restrictions and shall not impede boat traffic.
 - No aforementioned items shall exceed 25 feet from water's edge and shall not impede boat traffic.
 - Boat docks, boat lifts, boat houses or any other type appendage that were in place prior to June 1, 2011 shall be grandfathered by the Board of Directors. Items grandfathered may be repaired but not replaced without approval from the Board of Directors.
 - The Board of Directors may provide variance when requested by property owners. Requests must be complete with size and distance variance requested. Statement letters may be requested from other lot owners.
4. No alteration shall be made to the lake side of any property, including docks, boat houses, fences, tree plantings or other items which could be construed to obstruct the view or pleasure of other owners, without notification and written permission of the lot owners on either side.
5. Sea walls must be constructed in such a way as not to create a hazard to boaters nor force wake restrictions during high water.
6. All sewage and waste water from any lot on the lake shall be disposed of in septic tanks constructed and maintained to specifications and recommendations of the Sate of Nebraska Department of Environmental Quality.
7. 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 interval sufficiently frequent to prevent the same from becoming rancid or rotten.
8. No dumping in the lake. This is to include Fish Baits, Fish Waste, Minnows or other trash, such as bottles, paper yard waste, or general use items.
9. Boat owners:

- All vessels powered by any mechanical device (gas & electric) will be granted Lake access with a Lake #3 sticker to be placed on each boat. A sticker is issued on the basis of: 1) have current Nebraska boat registration in the lot owner's name. 2) show proof of liability insurance covering boat(s). & 3) dues & special assessments paid in full. Property owners can obtain stickers at the annual meeting or by presenting needed information to the Board Secretary/Treasurer or a person appointed by the Board.
 - The traffic pattern shall move in a counter-clockwise course, staying to the right of the island.
 - All motorized boats in traffic have the right-of-way over other motorized boats entering traffic.
 - An overtaking boat should pass on the left when possible, as set out in the State Regulations. This is a common-sense rule, to be governed by the situation.
 - All boats are to be equipped with regulation life supporting equipment and lights for night boating.
10. The following regulations shall apply to boats pulling skiers or tubers:
- Skiers or tubers on the water have the right of way over any craft, and skiers shall stay 25 feet away from the shore, any person, or object in the water. Skiers must obey signals given to them by the driver of the boat.
 - Boats must not follow a person being towed (skier, tuber) closer than 200 feet.
 - Boats shall not be operated between downed skier, tuber, etc.; and the towing boat.
 - Down skiers or tubers shall wave their hand or raise a ski, and the operator of an approaching boat shall acknowledge by slowing & steering a course to avoid. Boat operators must display state approved flag for down skiers or tubers.
 - No more than two skiers or two tubes shall be pulled behind one boat.
 - There is a punitive system for violations of boating rules. This is set by the Lake Association Board. The first offense is a warning. The second offense is \$200.00 fine with payment to be made in seven days or boating privilege on the Lake will be lost for the season. The third offense in one boating season will result in the suspension of boating privileges for a period of one year from date of violation. Reinstatement will only be granted after a written application is made to the Association Board.
11. All owners are responsible for the conduct of their guests and shall see that their guests abide by these rules. They are, therefore, obligated to inform their guests of the rules.
12. No owner/lessee of any lot shall have the right to permit the use of boats not owned by such lot owner/lessee, and all boating privileges are restricted to lot owners/lessees and members of their immediate family.
13. Only outboard motors allowed. No motor or combination of motors exceeding 90 horsepower shall be permitted on Lake #3.

14. No jet skis shall be allowed on Lake #3.
15. Rowboats, paddleboats, inflatable devices and swimming shall be limited to within twenty-five (25) feet of the shore when motor boats are in operation.
16. Boating privileges are restricted to one motorized boat in operation for each lot at any one time in the lake.
17. All boat trailers shall be removed from the ramp area and parked on the owner's lot when not actually being used to launch or remove a boat from the water.
18. Even though Lake #3 use is restricted to lot owners, the State of Nebraska Boating registration and operation regulations apply. All State of Nebraska fishing licensing and possession rules apply on Lake #3.
19. Lighting which is a nuisance or hazard to other properties, or to those using the lake shall not be allowed.
20. Boats and live wells must be washed prior to being put in the lake if they have been in any other water area. This is to prevent spread of Zebra Mussel.

#2308

IN WITNESS WHEREOF we have hereunto set our hands this 30th day of April 2013

SIGNATURE BLOCK;

Paul M Surber _____ President-Cedar Creek Lake No. 3 Association, Inc.

Ralph Speichert _____ V. President-Cedar Creek Lake No. 3 Association, Inc.

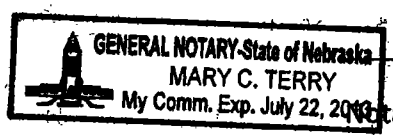
Raymond Christensen _____ Secretary/Treasurer-Cedar Creek Lake No. 3 Association, Inc.

STATE OF NEBRASKA

COUNTY OF CASS

On this 30 day of April, 2013, before me, a Notary Public in and for said County, personally appeared Paul Surber, Ralph Speichert, and Ray Christensen, to me known to be the identical persons who signed the above and foregoing Amended Covenants and Restrictions of CEDAR CREEK LAKE NO. 3 ASSOCIATION, INC. and acknowledge the execution thereto to be their voluntary act and deed, and that the facts and issues stated in said Amended Covenants and Restrictions are truly set forth.

WITNESS MY HAND and Notarial Seal affixed hereto at Cedar Creek, Cass County, Nebraska, the date last aforementioned.



Mary C Terry _____
Notary Public

My commission expires the 22 day of July, 2013.