

#385

# FINAL COPY

FILED  
CASS COUNTY, NE.

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56 Misc. PG 517  
PATRICIA REIDINGER  
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)  
*Rene Struchiner* (Secretary Cedar Creek Lake Association)



COMMISSION EXPIRES:  
JULY 27, 2001

*Mary G. Terry*

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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



*Mary C. Lacey*

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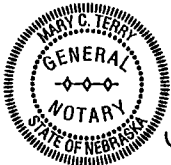
**Official Results Cedar Creek Lakes Covenant Vote**

**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*



MY COMMISSION EXPIRES:  
JULY 22, 2001

*Mary C. Terry*