

PROTECTIVE COVENANTS AND EASEMENTS*draft 2/24*

The undersigned, Dale Herrold and Carol Herrold, husband and wife; and Marion F. Wulf and Donita Wulf, husband and wife; and Eagle Lake, Inc., a Nebraska corporation, being the owners of the following described real estate, to wit:

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:

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, except as provided in Par. #19.

1. All lots, other than out-lots deeded to Eagle Lake Association, 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 subdivision 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 (5') wide strip of land adjoining all side boundary lot lines; an Eight Foot (8') wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen Foot (16') wide strip of land adjoining the rear boundary lines of all exterior lots, provided however,

that said side lot easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot easements within Sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within Sixty (60) 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 Sixteen foot (16') wide easement will be reduced to an Eight foot (8') wide strip when the adjacent land is surveyed, plotted and recorded if said Sixteen Foot (16') 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. The ground floor area of a main one-story dwelling building, exclusive of open porches, terrace and garages, shall not be less than Eleven Hundred (1100) square feet; in computing the ground floor area, 25% of a walk out basement area or second story area may be computed.

5. No portion of the dwelling or out-buildings shall be located on any lot nearer than Thirty-five (35) feet to any lot line adjoining a street or county road, or nearer than Fifteen (15) feet to the side lot line, or nearer than Fifty (50) feet to a shore line, except for such boat storage facilities as are approved by Eagle Lake Associations.

6. 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.

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

8. 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.

9. 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 can be kept provided they are not permitted to become a nuisance, or are not bred or maintained for any commercial purposes.

10. No wells shall be drilled on any lot where water is made available to said lot by Eagle Lake, Inc., or the Eagle Lake Association.

11. All Septic Tanks must be located, constructed, and operated in compliance with all State, County and Local health regulations which are applicable. Plans for said septic tanks shall be approved by Eagle Lake, Inc., or its written designee prior to construction.

12. The Eagle Lake Association, its successors or assigns, shall own, control and manage the lake and common areas, the dam and water utilities and shall annually have a lien upon each tract of land on a prorata basis for the cost of maintaining and extending such lake and common areas, dam and utilities, but such lien shall be subject to the prior lien of recorded mortgages or taxes.

13. The Eagle Lake Association, 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.

Eagle Lake Association 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 Association, of the existence of the objectionable condition.

14. Use of lake and shore area shall be subject to rules and regulations of Eagle Lake Association, 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.

15. Stables shall not be permitted on lots except that the Eagle Lake Association may provide stable facilities for its members.

16. 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 Association, unless such person be an occupant of a residence situated upon said lot, or his guest.

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

18. 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 Eagle Lake Association, 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.

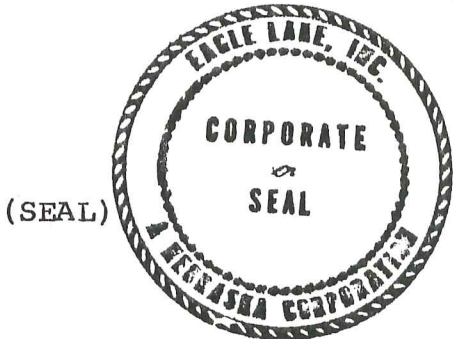
19. All lots, including any out lots in said above described premises which are now owned by Dale and Carol Herrold, husband and wife, Mario F. and Donita Wulf, husband and wife and Eagle Lakes, Inc., a Nebraska Corporation, or any of them, may be used for agriculture production until such time as the same are transferred by deed to a grantee who shall then be bound by the restrictions of Paragraph 1 above.

Dale Herrold
Dale Herrold

Carol Herrold
Carol Herrold

Marion F. Wulf
Marion Wulf

Donita Wulf
Donita Wulf



EAGLE LAKE, INC.

By: Marion F. Wulf
Marion Wulf, President

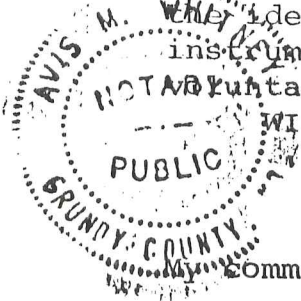
ATTEST

Lloyd Bevans
Lloyd Bevans, Secretary

STATE OF ^{Marion}NEBRASKA)
COUNTY OF ^{Grundy}Grundy) ss

On this 21st day of September, 1972, before me, a Notary Public in and for said County, personally came Dale Herrold and Carol Herrold, 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.



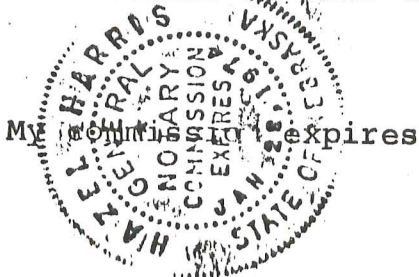
My commission expires

Sept 4, 1974
Avis M. Whitney
Notary Public

STATE OF NEBRASKA)
COUNTY OF Cass) ss

On this 25th day of September, 1972, before me, a Notary Public in and for said County, personally came Marion Wulf and Donita Wulf, Husband and Wife, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS MY HAND and Notarial Seal the day and year last written.



My commission expires

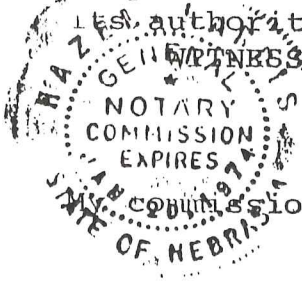
January 28, 1974
Hazel Harris
Notary Public

(Duplicate)

PROTECTIVE COVENANTS AND EASEMENTS
Page 5

STATE OF NEBRASKA)
COUNTY OF Cass) ss

On this 25 day of September, 1972, before me a Notary Public, in and for said County, personally came Marion Wulf, President of Eagle Lake, Inc., to me personally know to be the President and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed of the said Corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.



WITNESS MY HAND and Notarial Seal the day and year last written.

Hazel Harris
Notary Public

My commission expires January 28, 1974.

Rec # 204
File 16.75

1:34
FILED FOR RECORD 9-25-72 AT P. M. IN BOOK 13 OF Miss
PAGE 422
REGISTER OF DEEDS, CASS CO., NEBR.

COMPARE

Betty R. Rupert
By: Frances E. Johnson