

2563

COMPARISON

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKEVIEW ESTATES SUBDIVISION**

FILED
CASS COUNTY, NEB.

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MISER

Lakeview Estates Association, called Declarant, is the Owner in fee simple of real estate located in Cass County, Nebraska, and known by the official plat designation of Lakeview Estates ("hereinafter "Property") of which plat is recorded in Book Page 25A ~~Page 14-298~~ of the records of the Register of Deeds of Cass County, Nebraska on the 07 day of October 1994.

For the purpose of protecting the value and desirability of the Lots or tracts constituting such Subdivision, Declarant declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns and shall inure to the benefit of each Owner of such property.

ARTICLE ONE - DEFINITIONS

"Association" shall mean and refer to Lakeview Estates Homeowners Association, its successors and assigns.

"Declarant" shall mean Lakeview Estates Association and Declarant's successors and assigns.

"Lot" shall mean any plot of land shown on the recorded subdivision map referred to the above.

"Maintenance" shall mean the exercise of reasonable care to keep roads, right of ways, and other related improvements and fixtures in a condition comparable to their original condition. Maintenance shall also mean the replacement of any portion of the existing road.

"Member" shall mean every person or entity who holds membership in the Association.

"Owner" shall mean the record Owner, whether one or more persons or entities, or a fee simple title to any Lot that is party of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligations. "Owner" and "Member" are synonymous when used herein.

"Subdivision" shall mean the subdivided real property described above and such additions to such property as may be brought within the jurisdiction of the Association as provided in this Declaration.

**ARTICLE TWO
MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS**

Every Owner of a Lot shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from Ownership of a Lot. A Tenant may not be a Member.

The Association shall have one class of voting members which shall be all Owners and each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may be determined between or among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Members.

ARTICLE THREE - ASSESSMENTS

Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision. And for the improvement and maintenance of Joint Use Areas. Annual assessments shall be voted upon as provided in the Bylaws. Annual assessments shall include, and the Associations shall acquire and pay for out of the funds derived from the annual assessments, the following:

- a. Maintenance and repair of the roads and other improvements not dedicated to the public use, or being maintained by a public entity.
- b. Any other material, labor, services, maintenance, repairs, structural alterations, signs, insurance, taxes, or assessments that the Association is required to pay pursuant to the terms of this Declaration or by the law.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above by the Association, any capital improvements done on an individual basis, excluding improvements to the residence and adjoining buildings, will need to be presented to and approved by the Association before these improvements can take place. No capital improvements will be paid for by the annual assessments fund.

Notice for Action Authorized under Article Three. Written notice of any meeting called for the purpose of taking any action authorized by Article Three shall be sent to all members in the manner provided for in the Bylaws.

Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots. Rate of assessment will be adjusted yearly, if needed, due to maintenance and fees voted on at scheduled meeting as per Article Three.

Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 60 days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay such assessment, or may foreclose the lien against the property. No Owner or Owners may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse or limited use or abandonment of his or her or their lot.

Unless a special assessment is made, an annual assessment levy will be determined by June 1 each calendar year by no less than 2/3 members' votes.

ARTICLE FOUR EASEMENTS AND USE RESTRICTIONS

Easements. Blanket easements for installation and maintenance of utilities are noted on the recorded Final Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage or interfere with, or change the direction of flow of drainage. The Owner or Owners of such Lot shall continuously maintain the easement area of each Lot and all improvements on such Lot. No dwelling unit or structure of any kind shall be built, erected, or maintained on any such easement or right of way, and such easements and right of way shall at all times be open and accessible to public and quasi-public utility corporations and to the Association, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, and rights of way are reserved.

Use Restrictions. Each Lot shall be used as a residence for a single family and for no other purpose. Only one single-family residence shall be allowed per Lot. Each Lot shall be kept free from debris and unsightly materials at all times. Each Lot Owner shall be responsible for maintaining his or her Lot and all improvements thereon in an aesthetically pleasing manner. Owners will, in all respects, comply with the requirements of the fire and health authorities and keep the premises clear of all rubbish, filth, obstruction and pollution. Each Owner or tenant of the Owner, at their sole cost and expense, shall maintain and repair such Owner's or tenant's residence, keeping the same in good condition.

ARTICLE FIVE -- GENERAL PROVISIONS BYLAWS

Enforcement. The Executives of the Association, as a body, have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association to enforce any covenant or restrictions contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date. Any violations within the members must be submitted within the Executives of the Association for further considerations.

Severability. Invalidation of any one of the Covenants or Restrictions contained in this Declaration by judgement or court order shall in no way affect any other provisions, which shall remain in the full force and effect.

Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by no less than two-thirds of the Members.

Subordination. No breach of any of the conditions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any deed of trust mortgage or other encumbrance. Any deed of trust or other encumbrance shall be subordinate to all the provision of this Declaration and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived from the foreclosure whether by non-judicial or judicial foreclosure or otherwise.

Duration. The Covenants and Restriction of the Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of 10 years from the date of this

Declaration thereafter shall continue automatically in effect for additional periods of one year, unless otherwise agreed to in writing by two-thirds of the Members.

Governing Law. This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

Election. Election of Board members will take place every two years. Election done at appointed meeting on two-thirds of the members' vote and also written votes for absent members.

Meetings. All members will be notified via mail by the Association for the next scheduled meeting. All minutes will be recorded by the elected secretary of the Association. All minutes recorded will be reviewed at the next meeting. Meetings will be conducted by the President and/or Vice-President of the Association.

ARTICLE SIX **COVENANTS AND RESTRICTIONS**

1. Each Lot shall be used exclusively for single family residential purposes.
2. No structure or improvement requiring a permit shall be erected, placed, or altered on any lot until the structure or improvement plans, specifications and plot plan showing the location of the structure or improvement have been approved in writing as to conformity and harmony of external design with existing structures in the development by elected Executive Members of the Association. In the event the committee fails to approve or disapprove such design or location within 30 days after the required plans and specifications have been submitted or if no suit to enjoin the erection or a structure or improvement has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.
3. No single family residence shall be created, altered placed or permitted to remain on any lot other than one detached single family dwelling no smaller than 1,500 finished square feet on main floor and above and which does not exceed two and one half stories in height.
4. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot constituting an annoyance or nuisance to the neighborhood.
5. No outdoor repair of any boats, automobiles, motorcycles, trucks, campers, snowmobiles, recreational vehicles or similar vehicles requiring a continuous time period in excess of two weeks shall be permitted on any lot. No boat, camper, trailer, mobile home, truck aircraft, or similar chattel shall be maintained or stored outdoors on any lot in a manner that is noxious, offensive or a nuisance. All maintenance and storage shall be in as neat or inconspicuous a manner as possible. This section shall not apply to the equipment and vehicles necessary for the construction of residential dwellings during the period of construction.
6. Fences must be constructed and maintained to enhance the property. No interior lot fences of barbed wire are permitted.
7. The erection or construction of a swimming pool must comply with all applicable State and Local laws and included adequate security fencing subject to the approval of the elected Executive Members as stated in Section Two.
8. Consistent with rural character of Lakeview Estates, owners shall be permitted to maintain animals on a Lot under the following terms and conditions.
 - a. All animals maintained on the property shall be kept in accordance with requirements of Nebraska law and applicable zoning ordinances of Cass County Nebraska. All structures used for the housing or maintenance of animals, and any areas where animals are maintained or kept shall be maintained at all times in a neat, clean and orderly manner. The maintenance of swine, including potbellied pigs of any type shall not be permitted on the property. Birds, horses, cats or dogs, or other domestic animals may be kept, provided that they are not raised, bred, or maintained for any commercial purpose. At no time shall the property contain more than one animal per acre with a maximum number of five (5) domestic animals per lot.
 - b. The areas on the Lot in which animals are housed and all structures and fences used to house and maintain the animals shall be approved by the elected Executive Members as stated in Section Two with due regard for the location of the residence upon the Lot with relation to the street and the location of residences on adjoining Lots.

- c All animals must be maintained in such a manner that they are not free to roam outside the Lot. Manure shall be collected on a daily basis and removed from the Lot weekly. Manure shall be stored in such a manner as not to create a nuisance to neighboring owners
- 9 Gardens are permitted on Lots if they are located in an area that is suitable in relation to the street and residences on adjoining Lots. All gardens shall be maintained in a visibly pleasing manner. Commercial sales of garden produce shall not take place on a lot or within Lakeview Estates.
- 10 No ground cover will be grown so as to constitute a public nuisance, create a hazard, or detract from a visibly pleasing appearance. Vacant Lots shall not be used for dumping on earth or any wasted materials.
- 11 No Lot within Lakeview Estates shall be subdivided.
- 12 No structure or dwelling shall be moved from outside Lakeview Estates to any Lot without the elective Executive Members approval as provided in Section Two. Modular constructed homes, pre-built homes, and house trailers are not permitted.
- 13 All utility service lines from each Lot line to a dwelling or other improvement shall be underground.
- 14. Declarant reserves the right to require the installation or siltation fences or erosion control devices and measures in such location, configuration, and designs as it may determine appropriate.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on this 4th Day of April 2002 by its proper officer pursuant to a resolution duly adopted by its Board of Directors.

LAKEVIEW ESTATES ASSOCIATION

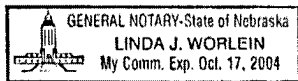
Steve Felthousen
President

John Hall
Vice-President

John A. Kanger
Treasurer

State of Nebraska
County of Cass

The foregoing instrument was acknowledged before me this 4th day of April, 2002 by Steve Felthousen, John Hall, Sheri Kanger.



Linda J. Worlein
Notary Public

Recorder's Note:
 LAKEVIEW ESTATES is
 Lots 1-7, Sublots 1 thru 4 of Lot 8, Sublots 1 thru 4 of
 Lot 9, Sublots 1 thru 9 of Lot 10

