

Amended and Substituted
Protective Covenants

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held, used and conveyed subject to the following conditions and protective covenants:

1. All lots shall be used solely as residential lots and any dwelling erected on said lots shall face the street which said lot fronts and no part of said dwelling shall be nearer than 25 feet to the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line.
2. All other detached structures on any lot shall be to the rear of the dwelling and shall be sightly, of neat construction and of a character to enhance the value of the property.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department and of Washington County, Nebraska, which are in effect at the date of recording the instrument. When sewage disposal facilities are installed on any lot adjoining the Lake, the owner must install said facilities at the furthestest feasible and practical point from the Lake.
4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of the exterior of any building on any lot shall be new or may also be used materials such as antique brick or stone. All buildings located on any lot shall be finished and painted or stained on the outside.
6. No dwelling shall be constructed on any lot with less than 750 square feet of floor space, except on Lots One (1) through Nineteen (19) in Block Seven (7), Lots One (1) through Thirteen (13) in Block Twenty (20), Lots One (1) through Seventeen (17), inclusive, in Block Twenty Five (25), and Lots Eleven (11) through Twenty (20), inclusive, in Block Twenty Six (26), where floor space shall not be less than 1000 square feet; and Lots One (1) through Thirty One (31) in Block Six (6), Lots One (1) through Fourteen (14) in Block Eighteen, Lots One (1) through Seventeen (17) in Block Nineteen (19), Lots One (1) through Seven (7) in Block Twenty One (21), Lots One (1) through Seven (7), inclusive, in Block Twenty Two (22), Lots Five (5) through Nine (9), inclusive, in Block Twenty Three (23), Lots Ten (10) through Eighteen (18), inclusive, in Block Twenty Four (24), Lots Eighteen (18) and Nineteen (19) in Block Twenty Five (25), Lots Nine (9) and Ten (10) in Block Twenty Six (26), and Lots One (1) through Twenty Two (22), inclusive, in Block Twenty Seven (27) where floor space shall not be less than 850 square feet, said floor space shall be at ground level and shall, except porches and porticos, include only actual living space under an enclosed roof. No basement shall be occupied as a residence until the dwelling is completed. No trailer shall be used as a residence dwelling, and all buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling or garages constructed within

said subdivision shall have an enclosed concrete or cement block foundation extending beneath all exterior ground level walls, which foundations shall be located at a minimum of 36 inches below ground level.

7. No dwelling shall be constructed on any lot which is more than two stories in height above ground level.

8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as Lanes and Drives in said platting, the same as if they were dedicated public Lanes and Drives.

9. No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no larger than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.

10. No animals other than domestic household pets shall be kept on any lot and said pet shall be kept on a leash when not in an enclosure.

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush by May 10 of any calendar year, Lake Arrowhead, Inc., or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush, it will not be responsible for destruction of flowers and shrubs resulting from such mowing.

12. All building locations and sewage disposal facilities on each lot must be approved by Lake Arrowhead, Inc., or its agents, before construction begins.

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc., For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer, shall:

- a. Automatically receive one share of stock in Lake Arrowhead, Inc. for each lot owned in said subdivision;
- b. Pay an annual assessment as determined by majority vote of the stockholders present at the annual meeting of stockholders, and said assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates, which assessments shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall be due upon levy and shall become delinquent if not paid within sixty (60) days after levy. Delinquent assessments shall draw interest at the rate of 9% per annum from the date they become delinquent until paid.
- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his share of stock back to Lake Arrowhead, Inc.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.

16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.

18. These amended and substituted protective covenants shall be substituted for any and all protective covenants heretofore adopted for Lakeland Estates.