

FILED

Amended and Substituted Protective Covenants
Per 1991 Vote of Legal Title Holders

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
DAVID REBBOR

92 AUG 25 AM 10:02

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 and used and conveyed subject to the following conditions and protective covenants.

1. All lots shall be used as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear lot line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36" wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area.

2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as 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 of Washington County, Nebraska, which are in effect at the date of recording of the original Protective Covenants of Lakeland Estates. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.

5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by the appropriate governing body of Washington

County, Nebraska or any other applicable political subdivision which now or may have jurisdiction over the building codes of Lakeland Estates. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive 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 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof on one (1) or one and one-half (1 1/2) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, double-wide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages, shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.

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 longer 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 15 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. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid.

12. Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records 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 certificate of membership in Lake Arrowhead, Inc. for each lot owned in said subdivision.
- b. Pay an annual assessment as determined by majority vote of the certificate holders present at the annual meeting of certificate holders, 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 a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.
- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his certificate of membership 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. Earth sheltered homes shall meet the following additional requirements:

- a. A minimum of 18" of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2" per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a food coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
- b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have openable exterior openings for natural ventilation equal to or greater than one-twentieth the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms, mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.

- c. Earth sheltered homes must be built on a lot sloping with final grading to insure that water will positively drain off of lot without pumping or other methods which may lead to ponding of water.
- d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a well or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling providing:
- (1) Lot slopes away from road, making entrance on street side impractical.
 - (2) No other entrance is located on street side of dwelling.
 - (3) No more than 25% of structure wall is visible above grade on street side of dwelling.

No materials commonly used in construction of basements, such as steel windows or concrete blocks, etc., shall be allowed on the side of the dwelling facing the street, nor shall it be used predominantly on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.

- e. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft. in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
- f. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
- g. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.

- h. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.
 - i. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.
19. These amended and substituted protective covenants shall be submitted for any and all protective covenants adopted by Lakeland Estates.
 20. Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation.
 21. New dwellings constructed on same road on any given block where dwellings are existing, said new dwelling will have the same setback from the road as the nearest existing dwelling so as to present a neat and orderly appearance, except where placement of the septic system would necessitate a variation.
 22. The storage or long-term parking of any motor vehicle, boat, trailer, snowmobile, motor home or any other motorized or non-motorized apparatus on the platted roads within Lakeland Estate is prohibited other than on a temporary basis not to exceed 48 hours.

The foregoing Amended and Substituted Protective Covenants were adopted by a majority of the legal title holders of lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its annual meeting of title holders held on August 12, 1991, at which the issue of the foregoing amendments to the Protective Covenants were duly noted on the Agenda of said annual meeting, and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said title holders voted either personally or by absentee ballot submitted to the Board of Directors of Lake Arrowhead, Inc., by mail.

SIGNED this 18 day of August, 1992.

LAKE ARROWHEAD, INC., a Nebraska corporation,

BY: John D. Page
Its President

BY: Ann P. Babcock
Its Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

BEFORE ME, a Notary Public qualified in said County, personally came John D. Page, President of Lake Arrowhead, Inc., a Nebraska corporation, and Ann Babcock, Secretary of Lake Arrowhead, Inc., a Nebraska corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on August 18th, 1992.

GENERAL NOTARY - State of Nebraska
GRACE M. LOUCKS
My Comm. Exp. 1-18-94

Grace M. Loucks
Notary Public

Recorded
General
Numerical _____
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 3382
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 25th DAY OF August A.D. 19 92
AT 10:02 O'CLOCK 11 M. AND RECORDED IN BOOK
206 AT PAGE 650-656
COUNTY CLERK Charlotte Peterson
DEPUTY Karen Madson