

PROTECTIVE COVENANTS

Lakeland Development Co., a Nebraska Corporation, being the owner of Lakeland Estates, an Addition to Washington County, Nebraska, which is the following described real estate, to-wit: Lots One (1) through Twenty-eight (28), inclusive, in Block One (1); Lots One (1) through Twenty-six (26), inclusive, in Block Two (2); Lots One (1) through Twenty-six (26), inclusive, in Block Three (3); Lots One (1) through Twenty-four (24), inclusive, in Block Four (4); Lots One (1) through Seventeen (17), inclusive, in Block Five (5); Lots One (1) through Thirty-one (31), inclusive, in Block Six (6); and Lots One (1) through Nineteen (19), inclusive, in Block Seven (7); all in Lakeland Estates, do hereby declare that all lots contained in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions and protective covenants:

1. All such lots shall be used solely as residential lots and any dwelling erected on said lots shall face the street upon which the 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 any 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 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 this instrument.

When sewage disposal facilities are installed on any lot adjoining the Lake, the owner must install said facilities at the furthest feasible and practical point from the Lake.

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

5. All materials used in the construction of the outside of any building on any lot shall be new, unless permission is granted by the Lakeland Development Co. to use 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) where floor space shall be not less than 1000 square feet and on Lots One (1) through Thirty-one (31) in Block Six (6) where floor space shall be not 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.

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

8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, the Lakeland Development Co. further reserves a five (5) foot strip along and adjacent to the front and side lot lines of each lot in said addition. All public utilities shall have the right to use and occupy those areas designated as Lanes or Drives in said platting, the same as if they were dedicated public Lanes or 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 free of weeds and underbrush the property he owns. In the event the owner fails to mow said weeds and underbrush by May 16th of any calendar year, the Lakeland Development Co., or its agents, hereby reserve the right to mow said lot and to continue to mow said lot for the balance and remainder of such calendar year and charge the owner a reasonable fee for such service. In no case shall said expense exceed \$20.00 per year. In the event the said Lakeland Development Co. mows weeds and underbrush on lots within said addition, they will not be responsible for destruction of flowers and shrubs destroyed by said mowing.

12. All building plans, sewage disposal facilities and locations thereof on each lot must be approved by Lakeland Development Co., or its agents, before construction begins.

13. All property owners must abide by the rules and regulations as to the use of Lake Arrowhead as are promulgated by Lake Arrowhead, Inc., For the purpose of maintaining and upgrading the subdivision in the future, each lot owner shall:

- a. automatically become a stockholder in Lake Arrowhead, Inc.;
- b. dues of stockholders shall be \$10.00 per year, which said dues shall be used for maintenance of Lake Arrowhead and streets within Lakeland Estates;
- c. Lake Arrowhead, Inc., dues shall be \$10.00 per year for the first three years after purchase of a lot

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

and the dues after three years will be determined by the majority vote of the stockholders.

- d. In the event a lot owner does not make the payments specified by his Contract for Deed and is therefore not entitled to receive a deed, said lot owner agrees to transfer the stock he received in Lake Arrowhead, Inc., back to said corporation.

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 the vote of a majority of the legal title holders of lots within said addition, 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 entered into and agreed upon for the benefit of each and every lot owner in the entire subdivision and for the further purpose of enhancing the value of each and every lot located within said addition. These protective covenants shall run with the land. Any person owning any property in this addition, whether a legal or acceptable title holder, may bring proceedings at law or in equity to prevent or remedy the violations of any of these protective covenants and these covenants shall remain in force and effect until January 1, 1990. At such time, said covenants shall automatically be extended for successive periods of ten years, unless by a 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 hereof pertaining to Public utilities easements.

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

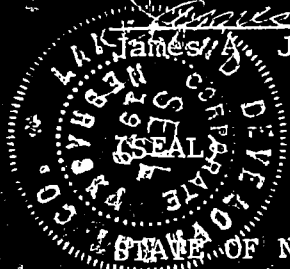
Signed this 28th day of July, 1970.

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

LAKELAND DEVELOPMENT CO., A Corporation,

By Ronald A. Henn  
Ronald A. Henn, President

ATTEST:

James A. Jones  
James A. Jones, Secretary.  
  
STATE OF NEBRASKA )  
WASHINGTON COUNTY ) :ss:

On this 28th day of July, 1970, before me, the under-  
signed, a Notary Public duly commissioned and qualified in said  
County, personally came Ronald A. Henn, President of the Lakeland  
Development Co., a Corporation, to me personally known to be the  
President and the identical person whose name is affixed to the  
foregoing Protective Covenants and acknowledged the execution thereof  
to be his voluntary act and deed as such officer and the voluntary  
act and deed of the said Lakeland Development Co. and that the  
Corporate Seal of the said Lakeland Development Co. was thereto  
affixed by its authority.

WITNESS my hand and Notarial Seal at Blair, in said County  
the day and year last above written.

Clark O'Hanlon  
Clark O'Hanlon, General Notary Public.



My commission expires July 8, 19 71.

State of Nebraska }  
County of Washington } SS 765  
Entered in Numerical Index and filed for record  
this 29 day of July  
A. D., 19 70 at 2:45 o'clock P. M.  
and recorded in book 91 at page 360-364

Recorded ✓  
General ✓  
Numerical ✓  
Photostat ✓

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

Lucinda Chubert  
County Clerk