

71-416

PROTECTIVE COVENANTS

Lakeland Development Co., a Nebraska Corporation, being the owner of Lakeland Estates, an Addition to Washington County, Nebraska, which consists in part of the following described real estate, to-wit: Lots One (1) through Seven (7), inclusive, in Block Twenty-two (22); Lots One (1) through Seventeen (17), inclusive, in Block Twenty-three (23); Lots One (1) through Forty-three (43), inclusive, in Block Twenty-four (24); Lots One (1) through Twenty-seven (27), inclusive, in Block Twenty-five (25); Lots One (1) through Twenty (20), inclusive, in Block Twenty-six (26); Lots One (1) through Twenty-two (22), inclusive, in Block Twenty-seven (27); Lots One (1) through Twenty-three (23), inclusive, in Block Twenty-eight (28); Lots One (1) through Twenty-seven (27), inclusive, in Block Twenty-nine (29); Lots One (1) through Twenty-two (22), inclusive, in Block Thirty (30); Lots One (1) through Twenty-nine (29), inclusive, in Block Thirty-one (31); and Lots One (1) through Four (4), inclusive, in Block Thirty-two (32); 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 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 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 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 be not less than 1000 square feet and on 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 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 above ground level.

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 each lot line of each lot in said Addition. 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 free of weeds and underbrush the property owned by him. 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 until 1980. 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 locations and sewage disposal facilities 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 the date hereof 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 equitable 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 13th day of December, 1971.

LAKELAND DEVELOPMENT CO., A Corporation,

By Ronald A. Henn
Ronald A. Henn, President.

ATTEST:

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

On this 13th day of December, 1971, before me, the undersigned, a Notary Public duly commissioned and qualified for 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 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 and State the day and year last above written.

Marlene J. Lucht
Marlene J. Lucht, Notary Public.

My commission expires June 27, 1972.



State of Nebraska }
County of Washington } SS 1581
Entered in Numerical Index and filed for record
this 13 day of December
A. D., 1971 at 3:11 o'clock P.M.
and recorded in book 41 at page 416-421
Charlotte L. Petersen
County Clerk
Deputy

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK,
BLAIR, NEBR.

1971 DEC 13 PM 3:18

FILED