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## Amended and Additional Protective Covenants Per August 4, 2003 Vote of Legal Title Holders

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

The following Amended and Additional 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 exclusively 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 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 in. 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.
- 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, 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, shrubs and trees 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. Dead and diseased trees or tree limbs in way of mowing shall be removed by the owner from any developed or any undeveloped lot. If lot owner fails to remove the same upon 30 day written notice to the lot owner the fee charged by Lake Arrowhead, Inc. or its contractor to remove dead or diseased trees from owners lot shall become a lien against the real estate.
- 24. No unlicensed, uninsured person may operate any motor Vehicle, car, truck, dirt bike, ATV, gq-kart, mini-bike, etc. on any Lake Arrowhead, Inc. property without parental supervision.
- 25. It shall be unlawful for any person to discharge or release any instrument, to exclude fireworks, which propels a projectile across or into any public place or into the private property of any other person.
- 26. Repair of boats, automobiles, trucks, campers, or similar vehicles shall not be allowed outdoors on any lot at any time, not to exceed a period of 48 hours, nor shall unsightly vehicles be visible, parked, or abandoned on any lot.
- 27. Lakefront lot owners shall be responsible for maintenance, soil retention, and to take measures to prevent soil erosion from shoreline abutting their lot. Also, any boat docks must be maintained in such a manner as to not distract from the lake and also should not become a safety hazard.
- 28. Lake Arrowhead, Inc. shall have the right to repair or remove any culvert that obstructs the natural flow of water. If such occurs, such obstruction may be removed by Lake Arrowhead, Inc., and lot owner shall be charged accordingly. If the lot owner does not correct the problem to meet the specifications of Lake Arrowhead, Inc., the fee charged by Lake Arrowhead, Inc. or its contractor to remove such obstruction; if unpaid by lot owner, shall become a lien against the real estate.
- 29. All lots and ditches, between lots and the shoulder of the road, shall be maintained by lot owner in a tidy and functional manner; and if said property is not properly maintained, Lake Arrowhead, Inc. may provide such maintenance as it deems necessary, and lot owner agrees that cost for same will be paid by lot owner upon billing by Lake Arrowhead, Inc. The fee charged to the lot owner by Lake Arrowhead, Inc. or its contractor to maintain this property area, if unpaid by lot owner shall become a lien against the real estate.

Recorded General	<u> </u>	STATE OF NEBRASKA COUNTY OF WASHING ENTERED IN NUMERICAL INDEX AND FILED FO THIS 18th DAY OF CALPTON LAND A	r record D. 20 <u>03</u>
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- 30. Any lot owner damaging the Lakeland Estates roads will be responsible to pay for such damage caused. The damage will be repaired by Lake Arrowhead, Inc. or its agents and the fee for such service shall become a lien against the real estate. The weight limit on the Lakeland Estates Roads will be (to be determined).
- 31. Noise shall be subject to regulation and control by Lake Arrowhead, Inc. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of Lakeland Estates. Lake Arrowhead, Inc. shall be the sole authority on determining "appropriate" noise levels on an individual basis.
- 32. Designate Grasshopper Park (Lots 1 & 13 in Block 16), North Beach (Lot 20 in Block 7, Lot 1 in Block 20) and South Beach (Lot 21 in Block 26) as permanent park areas.
- 33. Buildings, in addition to homes, built on any lot cannot exceed 15 feet high sidewalls nor exceed the height of the house. Exterior material finish of the building must match that of the house.

The foregoing Amended and Addtional 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 4, 2003, at which the issue of the foregoing amendments and additions 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 personally by ballot submitted to the Board of Directors of Lake Arrowhead, Inc.

SIGNED	this	15	day o	E Sepi	tembe	er 2003.	
			LAKE	ARROWHEAD,	INCa	Nebraska	Corporation
		•	By:	President	>	<u>)</u>	<u>.</u>
		r	By:	Caral	Jan	ga_	
				Secretary		$\mathcal{J}_{i}$	

STATE OF NEBRASKA )
COUNTY OF WASHINGTON )

BEFORE ME, a Notary Public qualified in said County, personally came Kodney Weld, President of Lake Arrowhead, Inc., a Nebraska corporation, and Carol Tanga, 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 <u>lept. 15</u>, 2003.

Brenda L. Ruenholl
Notary Public

