

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS OF FISHER'S COVE

WHEREAS, Lavonne Fisher and William H. Fisher d/b/a Fisher's Cove, Rural Route #1, Box 142, Silver Creek, Nebraska 68663, hereinafter referred to as the "Owner", is the Owner in fee simple of approximately 56 1/2 acres of land, of which approximately 3 1/2 acres are zoned for R-1, Residential, legally identified as: all of tract 3 & 4 in S 1/2 of Section 33 T16N R3W 6th P.M. in Merrick County, Nebraska; and

WHEREAS, Owner has received site plan approval from the Merrick County Planning Commission for construction of residential dwellings and/or structures on each of the six lots which together form the 3 1/2 acre parcel; and

WHEREAS, Owner wishes to lease to certain Lessees a portion of the property and allow said Lessees to construct and occupy a structure on said Lot, as shown on the approved site plan; and

WHEREAS, Owner desires to create upon a portion of the property a recreational facility for use by the residents of Fisher's Cove and other non-resident persons as allowed by these covenants, the lease agreement, and Fisher's Cove Rules and Regulations; and

WHEREAS, Owner desires that any future development of the property be compatible with the overall development plan of Fisher's Cove and the residents of the same;

State of Nebraska, Merrick County, Filed for Record

September 22 1994 at 11:20 O'clock A M

Recorded in Book H-H of misc Page 521

Merrick County Clerk Ellen M. Palsen

NOW, THEREFORE the Owner does hereby create, establish and adopt the following covenants, conditions and restrictions against and upon the property:

1. Lessee agrees to comply with all governmental building and zoning regulations, including Merrick County Zoning and Subdivision Regulations, procure Building Permits before starting construction, and to promptly pay all taxes levied and assessed against the improvements placed upon said leased property during the term of the Lease, together with any assessment or public charges hereinafter made and assessed upon this Lease.

2. Owner hereby grants Lessee and all persons authorized by Lessee to come upon the tract leased, and the right of ingress and egress on roadways designated by Owner. The speed limit for motor vehicles after entering upon premises known as Fisher's Cove shall be such as is reasonable under conditions of the road.

3. Lessee will not engage in or permit any nuisance or improper conduct by any person or persons in or about the premises and will not use or permit the use of public roads for the parking of his or her cars, trucks, tractors, or other vehicles, or those of his or her visitors or guests, but will provide adequate parking facilities within the boundary of the leased premises with exception as may be allowed from time-to-time by the Owner.

4. Lessee will not use nor will he or she permit his or her guests to use firearms, air or gas operated guns, bows and arrows, spears or spear guns, other weapons of any nature on the leased premises or on any of the property of the Owner.

5. Owner reserves all hunting and trapping rights on all of the leased premises and in the river and lake adjacent to the land of Owner.

6. The leased premises shall include water extending 10 feet from the shore line and Lessee and members of his or her immediate family have the exclusive right to fish, boat, swim, and construct piers or docks on the water on said leased premises.

7. During the term of this Lease, Lessee agrees to conform and observe all rules and regulations pertaining to all Fisher's Cove property, and further agrees that the leased premises will be used only for residential purposes. Lessee will not, during the leased term, sublet or permit the leased property to be used for any illegal or unlawful purpose or for any business or commercial purpose. This lease is not assignable without written consent of Owner, which consent will not be unreasonably withheld. Any attempt to assign said lease without permission shall allow Owner, at Owner's option, to terminate said Lease.

8. No debris of any kind shall be allowed to accumulate on the property. All garbage shall at all times be

kept covered in containers and out of sight. The garbage must be removed at least once a week. No storage of cars or vehicles shall be allowed on the leased premises for more than 7 days. Neither Lessee nor his or her guests shall litter anywhere upon the Fisher's Cove property, including Fisher Lake. Lessee shall at his or her own expense maintain the leased premises and any and all structures in a neat and proper manner, including but not limited to mowing any grass or weeds.

9. Lessee agrees to use only "soft" detergent meaning a soap or detergent that dissolves in sewage disposal systems and does not cause sudsing or foaming or contamination in lakes and streams. No outhouses will be allowed on the leased premises.

10. Septic tanks and sewage disposal systems shall be arranged or constructed by Lessee with necessary State permits so as to avoid contamination of lakes and wells of other persons. Lessee further agrees to construct said septic tanks and sewage disposal systems in accordance with guidelines as established by the Merrick County Planning Commission. If contamination occurs or health authorities take steps to abate contamination or disallow rights for improper sewage disposal caused by Lessee, Owner shall be without liability and Lessee shall hold Owner harmless therefrom.

11. Individual wells for water services are to conform with State of Nebraska health standards and installer shall procure a State permit for such.

12. Lessee shall take all reasonable steps to control erosion on his or her leased premises and in the event Lessee does any grading on the leased premises he or she shall not allow any soil, sand, fill or other debris to wash into the water adjoining the leased premises.

13. In any mortgage which Owner may now or hereafter place against the premises, Lessee agrees that his or her interest shall be subordinate. Lessee shall execute any documents reasonably required by Owner to evidence such subordination. Lessee shall be required to satisfy any liens not expressly approved by Landlord within 10 days after receipt of notice of the existence of such liens. Failure to do so shall be an event of default under the terms of this Lease Agreement.

14. It is further agreed that Lessee shall not cause any building or improvement to be moved onto the leased premises without the written consent of the Owner and any improvements to be made on the leased premises shall be submitted to and approved by the Owner prior to the commencement of any construction. As set forth above all improvements on the leased premises must satisfy the requirements of the Zoning and Subdivision Regulations of Merrick County, Nebraska. An approved building permit must be acquired prior to commencing improvements. In addition it is agreed that only one dwelling unit per lot shall be allowed and no mobile home trailer houses shall be permitted. Modular and manufactured homes in compliance with applicable

Construction and Safety Standards of the United States Department of Housing and Urban Development are allowed.

15. Owner shall have the right to enter upon the premises at any reasonable hour to inspect for compliance with the terms of this lease. Owner shall provide Lessee with notice of the inspection at least 24 hours prior to making the inspection. Lessee assumes all liability for personal property, buildings, and additions or structures placed upon the leased premises by the Lessee.

16. No goats, sheep, hogs, or similar livestock shall be kept on said leased premises. Lessee may have a reasonable number of saddle horses and poultry on said leased premises but said animals must be maintained within a fence upon the Lessee's leased premises. No dogs, cats, or other household pets shall be permitted to run at large through the Fisher's Cove property, but shall be upon a leash or maintained within a fence upon the Lessee's leased premises. Exceptions from time to time may be permitted as set forth under the Fisher's Cove Rules and Regulations.

17. Lessee acknowledges that noise pollution will not be tolerated at the Fisher's Cove property, and upon inviting guests to the leased premises and/or hosting a party, Lessee agrees to maintain a low noise level with any such gathering ending at midnight.

18. Neither the Lessee nor any of his or her invited guests or any persons upon Lessee's leased property shall use any offensive or abusive language, engage in any fights, violent behavior, or conduct themselves in a loud and boisterous manner or activity, or otherwise conduct him or herself in such a manner as to disturb the peace and quiet of any other person or persons. No noxious or offensive activity shall be carried on or permitted on Fisher's Cove property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or property or shall endanger the health or unreasonably disturb the quiet of the owner or occupants of other property in Fisher's Cove.

19. Any boats that are used on Fisher Lake that are powered shall at all times give the right-of-way to non-powered boats, and operators shall comply with State of Nebraska boating rules. No airboats are permitted on Fisher Lake. Only boats owned by Fisher's Cove leaseholders are allowed on Fisher Lake, except upon written permission from the Owner. All boats must maintain a safe distance from swimmers, other boats, and water skiers.

20. Owner requests that all electric homes be built by the Lessee when possible.

21. Lessee shall pay all fees charged for all utilities utilized in connection with the use and occupancy of

the premises, including, but not limited to gas, oil, electricity, and telephone service.

22. All lease payments shall be paid on or before one year from the date the lease begins and every year thereafter. A \$25.00 late charge will be assessed for any lease payment received after this established due date. Upon failure to make any lease payment, a lease shall terminate within 30 days from the date said lease payment is due unless written permission is obtained from the Owner. Granting permission to extend said 30 day period in no way constitutes a waiver by the Owner for any subsequent lease payments and in no way waives the Owner's rights to terminate the lease upon failure to timely submit a subsequent lease payment after said written permission is granted.

23. Neither Lessee nor his or her guests shall operate a motorcycle of any kind, including but not limited, two-wheelers, three-wheelers, and four-wheelers, upon any of the lots, roads, or areas in the Fisher's Cove property.

24. Absolutely no hunting of any kind is permissible by Lessee, his or her immediate family members, or his or her guests. If the Lessee furnishes Owner with evidence of any violation of game laws or trespassing upon the Lessee's leased premises or any area of Fisher's Cove property, Owner agrees to place said facts before the proper authorities for prosecution or take other reasonable steps which Lessee may request.

25. Lessee does hereby covenant and agree with Owner that he or she will indemnify and hold Owner harmless from and against any and all liability, damages, penalties or judgment arising from injury to person or property sustained by anyone in and about the leased premises due to any act or acts or omission or commission of Lessee, or Lessee's officers, agents, servants, employees, contractors or assignees. Lessee shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against Owner because of any such above-mentioned matter, claims or claims. Owner shall not be responsible or liable for any damage to the property, fixture, buildings or other improvements, or for any injury to any person or persons, at any time on the leased premises, including any injury to Lessee or to any of Lessee's officers, agents, servants, employees, contractors, or assignees, except as may result from any act or acts or omission or commission of Owner or Owner's officers, agents, servants, employees, assignees, or contractors.

26. Maintenance of roads and other common utilities located upon Fisher's Cove property which is not performed by a governmental entity, shall be the responsibility of the owner except for driveways and/or roadways on leased premises. Lessee is responsible for adequately maintaining any driveways and/or roadways on leased premises. As for maintenance which is the responsibility of the owner, leased property shall be assessed an

equitable portion for the maintenance and operation of such roads, such assessment being made by the owner and such assessment shall be incorporated into annual lease payments.

27. These covenants apply only to the lots which are presently zoned for R-1, residential use, as of the date that these covenants are filed.

28. These covenants, agreements, conditions, reservations, and restrictions created and established herein for the benefit of lessees and patrons of Fisher's Cove may be waived, abandoned and terminated, modified, altered or changed as to the portion of said property subject to these covenants upon the reasonable necessity as determined by Owner, however, subject to similar restrictions as applicable to these original covenants, for example, Merrick County Zoning and Subdivision Regulations. No such waiver, abandonment, termination, modification, alteration or change shall become effective until an amendment to the same shall be executed and recorded in the Office of the Register of Deeds for Merrick County, Nebraska.

29. These restrictions shall be and continue in force for a period of ninety-nine years from the date hereof.

30. The invalidation of any one of these covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument on the 21 day of Sept, 1994.



William H. Fisher
Lavonne Fisher

STATE OF NEBRASKA)
) ss.
 COUNTY OF MERRICK)

On this 21 day of Sept, 1994, before me, a Notary Public in and for said county and state, personally came William H. Fisher and Lavonne Fisher, to me personally known to be the identical person(s) whose name(s) is/are affixed to the above Covenant's of Fisher's Cove and acknowledged the execution of the same to be his/her/their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Bonnie M. Kralik
 Notary Public

My Commission Expires: June 2, 1998.