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CASS COUNTY, NE.

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*David Johnston*

REGISTER OF DEEDS

Doc# 2954 \$ 49.00

COMPARED

AREA ABOVE TO BE USED FOR RECORDING INFORMATION BY THE  
CASS COUNTY REGISTER OF DEEDS OFFICE  
PURSUANT TO REVISED STATUTE OF NEBRASKA SECTION 1. 23-1503.01  
LB 288, 1995

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**AMENDED COVENANTS  
ASSESSMENTS, RESTRICTIONS AND VOTING RIGHTS  
CEDAR CREEK LAKE #3**

**GENERAL**

Whereas a majority of all property owners located upon Cedar Creek Lake Number 3, Village of Cedar Creek, Cass County, Nebraska, have by affirmative vote, caused an Amendment to the Assessments and Restrictive Covenants which govern the use of said property, and

Whereas said Amended Covenants, Assessments and Restrictions have been passed in conformity with the original covenants and shall run with the land and be binding on all persons and property located upon Cedar Creek Lake Number 3, Village of Cedar Creek, Cass County, Nebraska unless amended or modified as hereinafter provided, and

Now Therefore, it is provided as follows:

**ASSESSMENTS**

Section 1. Lien and Personal Obligation For Assessments. Each Lot owner agrees to accept the covenants by acceptance of Owner's Deed for such Lot, and to pay to the Association (1) annual assessments and (2) special assessments for capital improvements subject to provisions stated in Section 3. The annual and special assessment, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a lien will be filed on each Lot against which such assessments have been made should payment not be received from the Lot Owner.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to pay reasonable and customary operating expenses of the Association. Annual assessments shall be voted upon at the annual meeting and require an affirmative vote by a majority of those present at the meeting. Annual Assessments are due and payable May 1<sup>st</sup> of each year.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any lake dredging or any construction, reconstruction or repair. Such Special Assessments shall be voted upon in a special election and require an affirmative vote of the majority of the lot owners voting. An affirmative vote of 51% of all lot owners voting is required for a majority.

## RESTRICTIVE COVENANTS

1. The Building and Zoning codes adopted by the Village of Cedar Creek shall govern all construction.
2. Boat docks shall be permitted in lake shores and may attach to boat houses, which shall not extend further than twenty-five (25) feet from the shore at average water level.
3. No alterations shall be made to any lake front, including boat houses, without notification and documented permission of the Lot owners on either side.
4. All sewage and wastewater from Lots on Lake #3 shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.
5. No owner of any Lot shall have the right to permit the use of boats not owned by such Lot owner and all boating privileges are restricted to Lot owners and members of their immediate family.
6. No motor or combination of motors exceeding ninety (90) horsepower shall be used or permitted on Lake #3 and no Motorized Personal Watercraft (jet skis, etc.) or in-board motors will be permitted. Rowboats, paddleboats, inflatable devices and swimming shall be limited to within twenty-five (25) feet of the shore when motor boats are in operation. Boating privileges are restricted to one motorized boat for each lot at any one time on the lake.
7. Lot owners need to be navigating the boat for all persons fishing from a boat that are not lot owners and if fishing from shore Lot owner needs to be present on the lot.
8. All boats are to be properly licensed and registered with the Game and Parks Division of the State of Nebraska and Cass County as required. All boats are to be equipped with regulation life supporting equipment and lights for night boating. All boats are to observe right of way conditions similar to driving an automobile.
9. No Lot shall be used for the sale of alcohol, firearms, and/or drugs.
10. No guns or firearms shall be discharged or used on the lake or on the individual Lots surrounding Lake #3.
11. All buildings erected in said subdivision shall be of a permanent type. House trailers or camping trailers cannot be used as a permanent home, unless already existing.
12. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

13. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered containers with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

14. Lot owners must have proper liability coverage of their lots and watercraft.

15. Lot owners are responsible for the proper conduct of family and guests that may create a public disturbance or nuisance to their neighbors.

16. Lot owners are to keep their individual lots free of unsightly materials that offend the Association members. Common sense rule is to keep the lot free of junk cars and other equipment that is exposed to the Lake community. This includes the lake side of the lot. Unused and rusted out shore stations, docks that are falling apart or any other structure that detracts from the beauty of our lake community needs to be repaired or removed.

17. Should the lake level become extremely high to the point of major damage being done to the shore lines of the Lot Owners the Board of Directors will make the decision of whether or not to restrict the use of motor boats until such time as the lake level recedes sufficiently.

18. Each Lot Owner is responsible for trees that may fall into the lake and will be expected to remove the trees within a reasonable amount of time so as not to block the lake for the motor boats.

19. These covenants and restrictions run with the land and in the event of a violation, the Lake Association or the owner of any lot may prosecute any action at law or in equity to recover damages therefore or to enjoin such violation.

20. The restrictions and conditions herein may be amended, added to or revoked in whole or in part in the following manner: A majority of all owners of property located on Lake #3 may affirmatively vote to amend, revoke or change said restrictions and conditions. An affirmative vote of 51% of all lot owners voting is required for a majority.

### **VOTING RIGHTS**

The members of the Association shall have the affirmative right to decide the following issues by 51% of the Members entitled to vote and present, whether in person or by proxy, at an Annual Meeting of the Members or at a special meeting of Members, if notice of the special condition or action is contained in the Notice of Special Meeting.

A. The addition to or reduction of the Association property.

B. The sale or encumbrance of any of the Association's property.

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C. Any capital improvement to the Association property having a value of more than \$1,000, unless said expenditure is the replacement or repair of property or equipment presently in place on the Commons which is needed for continuing maintenance thereof. Capital improvement shall be defined as any structure erected as a permanent improvement to the Commons or any improvement made to extend the useful life of the Commons or to add to the value of the property.

D. Any special assessment other than an annual assessment.

Except as set forth above, the Members shall, by majority vote of those present at each Annual Meeting, approve the annual budget for the Association, including annual assessments, elect officers and directors, and transact such other business as may properly come before the Meeting. The Members may at any special meeting of the Members, properly convened, agree to a change in the budget by a majority of the Members present and voting. No Member who has not paid all assessments when due or who is otherwise not in good standing with the Association shall vote on any matter concerning the Association.

**FINAL COPY**

The Amended Covenants, Assessments, Restrictions and Voting Rights for Cedar Creek Lake # 3 have been voted upon and passed and are to be titled against the following lots of the Cedar Creek Lake #3 addition in the Village of Cedar Creek, Cass County, Nebraska according to the amendment/replacement procedures of the Amended Cedar Creek Restrictive Covenants filed in June of 2005. Lots 124-171 and Lot AA

IN WITNESS WHEREOF I have hereunto set my hand the 21 day of May, 2007

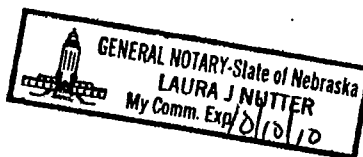
*Maria Batt*

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Maria Batt-Secretary-Cedar Creek Lake Association #3

State of Nebraska  
County of Lancaster

On this 21 day of May, 2007, before me, a Notary Public, personally came MARIA BATT, personally known to me to be the identical person whose name is affixed to this document.

Witness my hand and notarial seal in such county the day and year last above written.



*Laura J Nutter*  
Notary Public