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FILED  
CEDAR COUNTY, NE.  
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BY DL Misc. 523  
David J. Johnson  
REGISTER OF DEEDS  
#3454 \$42.00

COMPARED

## COVENANTS FOR LAKE 2 ASSOC. RESTRICTIVE COVENANTS

1. Listed below are items or issues that are controlled by the Ordinances of Cedar Creek.

- a. Disposition of sewage and wastewater through septic tanks.
- b. Guns and firearms are not to be fired
- c. Control of trash, garbage or rubbish
- d. Public disturbances or nuisance due to improper conduct.
- e. Keeping lots free of junk cars and other unsightly materials.
- f. Building codes for repairs or new construction of buildings and homes.
- g. Not allowing permanent placement of house trailers or camping trailers.
- h. Property owners are responsible for anyone using their property, fishing, and/or operating boats.

2. Listed below are those items or issues that pertain to and controlled by Lake 2 Association.

- a. All property owners must be a member of the Lake 2 Association
- b. No structural alterations that will obstruct the view of Lot owners shall be made to any lake front without the written permission of all lake front owners with 200 feet on both sides.
- c. Fishing should be catch and release following the same rules as the Nebraska Games & Park. Requires.
- d. No motor or combination of motors exceeding ten (10) horsepower may be used or permitted on pontoon boats and no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on any other watercraft.

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- e. All boats are expected to be equipped with life supporting equipment and to have the proper lights as governed by the State of Nebraska.
- f. All boat docks are not to extend beyond a reasonable distance from the shoreline. Reasonable means a distance from shore line that does not impede boat traffic or otherwise clog lanes of traffic for boats.
- g. Swimmers, rowboats, paddleboats and inflatable devices may be used for fishing and general recreational use; however, they must be always alert to motorized boat traffic on the lake at any given time. Motorized boats must be aware of them being present and avoid areas where they are present in any number.

The Declaration of Protective Covenants and Restrictions shall run with the land and bind all property owners and interested parties claiming under them for a period of five (5) years following adoption of such covenants at which time such covenants shall automatically be extended for successive periods of five (5) years, unless by a majority Vote of all owners it is agreed to change such covenants in whole or in part.

If any parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition to pursue any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other does for such violation.

## VOTING RIGHTS

The members of the Association shall have the affirmative right to decide the following issues by two-thirds (2/3) of all the members entitled to vote whether present in person or by proxy, at an Annual Meeting of the members or a special meeting if notice of the special condition on action is contained in the notice of special meeting.

A. Proxy votes must be conducted as follows.

(1) A signed letter to the President indicating the reason for not being able to attend the meeting and a declaration to vote on issues as indicated in the letter.

(2) A person designated by the Lot owner to represent him as a proxy voter along with a written statement that is signed by a Notary Public Authorizing the person as the proxy voter.

B. The addition to or reduction of Association property.

C. The sale or encumbrance of any of the Association property.

D. Any special assessment for dredging.

E. Approve the annual budget including the annual assessment, elect directors and transact such other business as may properly come before the Meeting.

## ASSESSMENTS

• Section 1: Lien and Personal Obligation for Assessments. Each Lot owner is Deemed to covenant by acceptance of such Owner's deed for such Lot, 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 at 18% per annum, costs and reasonable attorney

Fees shall be a charge on the land and continuing lien on each Lot against with such assessment is made. Each lien will be recorded with the Register of Deeds of Cass County, Nebraska, for those Lots that do not pay on the due date established by the Board of Directors.

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.

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 special assessments for capital improvements. Such special assessment shall be voted upon in a special election and require an affirmative vote of two-thirds (2/3) of all Lot owners.

Section 4: Members of the Association may at a special meeting, properly convened, agree to a change in the annual budget by a majority of the members present and voting.

Section 5: No member who has not paid the annual and special assessments when due or is not otherwise in good standing, may not vote on any matter concerning the Association.

# 3454

The Restrictive Covenants are to be tiled against the following lots of Cedar Creek Lake #2 addition in the Village of Cedar creek Cass County, Nebraska according to the replacement procedures of the original Cedar Creek Restrictive Covenants.

SIGNATURE:

Daid McCallagat

President- Cedar Creek Lake Association #2

Lake #2

Lots 1-35

Lots 51-60

COUNTY OF CASS

STATE OF Nebraska

Before me, the undersigned Notary Public, in and of the County and State, personally appeared Daid McCallagat and severally acknowledge the execution of the foregoing instrument as his voluntary act and deed for purposed therein expressed. Witness my Hand and Notarial Seal this 6th day of July 2010

Mary C. Terry  
Notary Public

