

# Pioneer Lake Restrictive Covenants

Updated May 1<sup>st</sup>, 2004

**The following restrictive covenants apply to all of the lots contained  
within Pioneer Lake sub-division, North Bend, NE  
Lots 1 through 45**

FILED  
BOOK 2004 PAGE 7642  
2004 OCT 14 PM 3:56  
*Carol Hivens*  
DODGE COUNTY  
REGISTER OF DEEDS  
COMPARE INDEX FEE \$ 102.50

## **ROAD SAFETY REGULATIONS**

- 1.) Max speed limit is as posted, or as conditions prevail. All vehicles must be operated in a safe and reasonable manner. This includes all vehicles or forms of transportation.
- 2.) All road signs must be obeyed.
- 3.) No one without a valid drivers license will be permitted to operate a vehicle on Pioneer Lake roads.
- 4.) No automobiles of any kind will be allowed off the road on common ground at any time, day or night.
- 5.) No off road motorcycles will be allowed on any property within Pioneer Lake at any time. Those licensed motorcycles that will be allowed will not be operated off road and shall obey all road signs. They shall be equipped and maintained with the factory approved baffled muffler at all times.
- 6.) The main entrance gates shall remain open or be opened prior to a snowfall to allow for snow removal.

## **GENERAL REGULATIONS**

- 1.) All dogs and cats must be on a leash when off the lot owners property. Within the owners lot, unrestrained or unattended dogs and cats should be in a kennel, fenced yard, (this includes invisible fencing.) No stray dogs or cats shall be allowed. Dogs and cats found running at large will be reported to local authorities and appropriate action thereafter will be between the pet owner and authorities. Excessive barking, howling and whining by dogs will also not be tolerated. Dog owners are required to take steps to prevent such behavior.
- 2.) All lot owners are responsible for the actions of their pets, as well as pets of their family and guests, although the second is not recommended. The lot owner is responsible to ensure that the afore mentioned pets have all required shots.
- 3.) Open burning is restricted to a small controlled recreational fire on the owners lot only, and must be tended at all times by a lot owner or guest, and must be contained within a pit or ring. The rule may be mandated by state burning regulations or local burning bans from time to time. Any other burning on owners lots requires a properly attained burning permit. There will be no burning or fires of any kind on common ground at any time. There shall be no burn barrels or similar devices allowed.

- 4.) Licensed recreational vehicles and/or campers shall be allowed to be used as supplemental lodging for visiting guests only on lots with permanent housing for a period no longer than 2 weeks per year, unless housed completely within a preeminent structure allowed on the lot in accordance with other provisions contained herein.
- 5.) All vehicles are required to have current registration and license as required by state law unless located in an enclosed garage.
- 6.) Lot owners shall have adequate parking facilities within the boundaries of their lot and shall not use or permit the use of the roads for parking cars. There can however be exceptions made for special events, but shall in no way impede traffic.
- 7.) All personal signs such as garage sale, parties, etc, shall be removed within 24 hours of the event.
- 8.) No sign, billboard, or advertising shall be placed on any lot or common ground, except temporary real estate, "For Sale" signs which may be placed on common ground or in the lot of dwellings or lots offered for sale.
- 9.) P.A. Systems and loud radios will not be permitted outdoors except for special occasions and for a limited period of time. Stereos and other loud musical activities will not be tolerated at all after 9:00 p.m., Sunday through Thursday and not after 11:00 p.m. Friday and Saturday.
- 10.) Perpetual license and easements are reserved for power, telephone, cable, other utilities for purpose of erection, operation, maintenance, and repair for such facilities. Easements shall cover areas presently platted and used for such utilities, and shall also include such additional areas as are reasonably necessary to provide services to all residents of Pioneer Lake.
- 11.) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 12.) No lots shall be used for commercial use other than for the purpose of developing lot sales.
- 13.) Only single family dwellings shall be permitted to be built on lots.
- 14.) Complete plans and specifications for all structures must be submitted to and approved by Don Rogert, Pioneer Lake LLC, their agents, or assigns hereafter referred to as the "developer" prior to the commencement of any construction in said sub-division. A full set of plans must be submitted and will be kept by the developer. Approval of plans shall not be unjustly withheld and rejection of plans will not be contested by the lot owner.

- 15.) Elevations of improvements shall meet or exceed elevations approved by the Dodge County Board of Supervisors.
- 16.) All dwellings shall have a minimum single main floor space of 1400 square feet . No dwelling shall be over two stories in height. The 1400 square feet minimum does not include basements.
- 17.) State approved individual septic systems shall be built as designed by a licensed engineer to meet state of Nebraska title #124 standards or current state standards if different. They shall also be built within the boundaries marked out on the plat.
- 18.) Improvements shall be located at the approximate locations as shown on the lot plan that shall be submitted by the lot owner to the developer or his assignee. It is the intent of the covenants to prevent one dwelling from being built so much closer to the lake shoreline than another as to obstruct the view of the lake. Plot plans are to be approved before construction commences. Building plans must also meet all requirements and be pre-approved by the developer before construction.
- 19.) No fence or hedge shall be erected or maintained on any lot in this subdivision which shall unreasonably restrict or block the view from any adjoining lot or which shall materially impair the community of the general existing landscaping of the subdivision.
- 20.) All county and zoning permits must be obtained.
- 21.) There shall be no permanent fuel tanks on the premises other than propane tanks for grills, fireplaces, etc. The development is an "All Electric" development.
- 22.) No structures, such as trailers, tents, mobile units, double wides, basement homes, modular or pre-manufactured homes garages or barns shall be erected or placed on residential lots for the purpose of temporary or permanent living quarters.
- 23.) Proper maintenance of each lot or tract is the responsibility of the lot owner. Lot maintenance includes, but is not limited to, regular mowing of the lawn/weeds area, maintenance of any seawall, dock, shore stations, etc, and repair of any washout areas, trimming of trees and shrubs, and removal of debris and trash. Maintenance of homes, garages and other structures includes, but is not limited to periodic painting of the exterior, maintaining an intact roof, and ensuring of working water and sewer systems. Lot owners in violation will be notified of needed action. If lot owner does not implement the needed action or show reasonable intent to complete within fourteen (14) days after receiving notice, the association, or developer may implement needed action and assess the lot owner for the work.

- 24.) All builders, whether lot owner or contractor shall make a \$500.00 deposit to the developer/association and shall maintain a reasonably clean construction site, including a port-a-potty facility and the collection of construction debris in an adequate dumpster. The \$500.00 deposit will be returned to the lot owner or contractor upon completion of the structure and satisfactory site inspection. No construction equipment or materials may be stored on lots unless construction is actually taking place on that lot.
- 25.) No lot owner shall be excluded from the homeowners association. Each lot and its owner are entitled to a single vote and will automatically become a member of the homeowners association when formed and shall be obligated to abide by the rules and regulations set forth in the covenants. They shall also be obligated to pay such fees as prescribed by such association.
- 26.) These restrictive covenants shall run with the land, and each person, firm, or corporation taking title to any lot on Pioneer Lake. All lot owners agree to and shall be bound by the said restrictive covenants. These restrictive covenants may be altered, amended, or modified by an instrument in writing executed by a minimum of at least 60% of the lot owners, which instrument shall be recorded in a manner provided by law.
- 27.) All restricted covenants contained herein shall be severable and separate. Invalidation of any one of the covenants by any judgement of the court shall in no way affect the validity or enforcement of any of the other covenants or restrictions contained herein.
- 28.) All approved construction shall be completed within 12 months of commencement.
- 29.) All lots sold after 5/01/04: All lots sold after afore mentioned date shall also be bound by the following covenants.

No lot owner shall be allowed to use the lake other than from their shoreline for recreational purposes. No lot owners will be allowed to use a boat on the lake until they have had home plans approved and the home has been started under construction.
- 30.) Lots 42,43,44, and 45 are the golf course lots. They shall have access to use the lake under the same terms and conditions as all other lots, except, they shall not be allowed to have a boat in the water when not actually using it. They shall put their boats in, and take them out, after each use. They may not tie up, dock, or beach their boats on any common property or any other private property except during such time that they would be boating and stop at a another lot to visit.

## ATV REGULATIONS

- 1.) Operators and occupants of ATV's (4 wheelers, 3 wheelers, go carts, mini bikes, etc) who are under the age 18 years of age must wear a DOT approved helmet. (It is strongly recommended that all operators of ATV's regardless of age wear helmets.)
- 2.) Amphibious ATV's, golf carts, and other motorized vehicles that are not state licensed vehicles must follow ATV and traffic regulations.
- 3.) All ATV's must prominently display their lot number either on the ATV itself or an attached plate. These numbers shall be a least 3" in height and be kept readable at all times. They should be black on white, white on black or such a color that they are easily distinguishable.
- 4.) No guests are allowed to bring in or operate any ATV's. All ATV's need to be the property of the lot owners and operated by lot owners or an immediate family member.
- 5.) All ATV's must have and maintain a factory baffled muffler at all times. Any ATV found in violation of this will be banned from the property until such time as it complies.
- 6.) All ATV's must display a lighted headlight and tail light at all times of operation.
- 7.) All ATV's must be equipped with a braking system and it must be maintained in good working order.
- 8.) All ATV's must be equipped with US Forest Service qualified spark arrester.
- 9.) No one under the age of 12 will be allowed to operate an ATV unless accompanied or immediately supervised by an adult.
- 10.) ATV's may be operated on the private roads of the subdivision under the following guidelines.
  - a. They must adhere to all traffic regulations
  - b. They must be equipped with an orange safety flag that may be mounted on a fiberglass stick or similar so that it is a minimum height of 60"
  - c. No weaving, spinning, doing "wheelies" or operating in an erratic and/or unsafe manner.
- 11.) All ATV's must give pedestrians and motor vehicles the right of way.
- 12.) ATV's are not allowed on common ground other than the road ways.
- 13.) No ATV's or motor vehicles are allowed on the adjoining property south of the Platte River Dike or on the dike itself, or any other adjoining land not part of the lake or association.

- 14.) ATV's may not be operated on private property other than the lot owners own property without express permission from other property owners.
- 15.) No more than 2 occupants are allowed on any ATV unless it is specifically built to carry more.
- 16.) All ATV's will obey all traffic signs as well as "rules of the road".
- 17.) All ATV's are required to come to a full stop when entering roadways from any residence.
- 18.) Each lot owner is allowed to have 1 ATV type vehicle and 1 golf cart type vehicle per lot.
- 19.) No snowmobiles will be allowed.
- 20.) ATV's will be operated only between the hours of 8:00 am till 10:00 pm. And Sundays from 8:00 am till 8:00 pm.

## **WATER SAFETY REGULATIONS**

### **Boating:**

- 1.) State of Nebraska safety rules and regulations will be complied with while operating boats on the lake. These rules may be superceded by association rules as long as they are more restrictive and not less.
- 2.) A state boat license is required.
- 3.) No one under 14 years of age shall be allowed to operate a motor-powered boat.
- 4.) Boats operating after dark shall comply with state regulations on proper lighting and observe a "no-wake" speed policy.
- 5.) All boats shall maintain a reasonable and safe distance of at least 30 feet from the shore line.
- 6.) All boats shall stay to the right when traveling around the lake. (Counter clock wise.)
- 7.) All skiers must wear life jackets or vests; ski belts are not acceptable.
- 8.) All boats towing water skiers must have a responsible observer at least 14 years of age in addition to the operator. Rear view mirrors are not acceptable.

- 9.) All ski boats and others should be equipped with an orange or red flag to alert other boats of a "skier down".
- 10.) All water skiers must remain a minimum of 75' from shore and 50' from docks while skiing.
- 11.) All skiers and boat operators must know official water skiing signals.
- 12.) All boats must have a sound-producing device (horn) with which to signal.
- 13.) All boats must have US Coast Guard approved flotation devices for all passengers.
- 14.) When a skier is down, all other boats must give them the right of way.
- 15.) Motorless water craft should be operated within 30-50' of the shoreline.
- 16.) Jet skies, Jet boats, hydro foils, and air boats are expressly prohibited from the lake.
- 17.) No glass containers are permitted on the lake.
- 18.) Lot owners may have up to 2 boats.
- 19.) All boats operated on the lake shall be the property of the lot owner. They shall display the lot number of the owner in a minimum 3" lettering. This lettering shall be black on white, white on black or such color so as they are easily distinguishable.
- 20.) Boats shall have a maximum length of 21'6", except pontoon boats which can have a maximum length of 26'.
- 21.) No permanent structures such as boat houses shall be constructed on the lake.
- 22.) The developer/homeowners association reserves the right to prohibit any and all water craft from the lake which it deems to be unacceptable under the previous provisions or that it deems unsafe due the size, noise, speed, etc.
- 23.) All no wake signs must be observed.

**Swimming:**

- 1.) Swimming shall be confined to an area no more the 25' from the shore. Swimming in any cove, bays, or no wake area will be done in such a manner as not to impede boat traffic.
- 2.) Small children and non swimmers shall wear a life jacket at all times while in or on the water, and shall be accompanied by an adult who is capable of making a save.



**Docks:**

- 1.) No dock shall extend further than 30' into the lake.
- 2.) No boat docks shall be placed on the lake so as to impede boat traffic or cause unsafe conditions. Example(s): lots #22 and 23 shall place boat docks to either the east or west respectively so as not to block the "No Wake" channel. Lots located across from the boat ramp and along the dike channel shall take lake traffic into consideration before placing docks on lake. Any dock location deemed to be in question by the developer or the homeowners assoc. must be approved by the same.

**Fishing:**

- 1.) In the interest of conservation, and continued good fishing for all residents, a catch and release policy is strongly encouraged. Take only the fish you need, and release the rest.
- 2.) All fishing shall be done in accordance to Nebraska State Law.
- 3.) Fishing is allowed by lot owners and their immediate families only. Guests may fish, but only when accompanied by the lot owner or family member.

**Hunting:**

- 1.) Rifles, shotguns, pistols, pellet guns, BB guns or any other form of firearms, as well as archery, will not be shot or discharged anywhere on the lake property or individual lots.

I (we) have received, read, understand, and agree with the restrictive covenants which were given to me (us) regarding Pioneer Lake Development. My (our) signature(s) serve as an acknowledgment to this and my acceptance and agreement with them.

\_\_\_\_\_  
**Buyer signature**    **Date**                      **Lot #** \_\_\_\_\_

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Buyer signature**    **Date**                      **Lot #** \_\_\_\_\_

\_\_\_\_\_  
**Printed name**

I am an agent for the Seller, their agents or assigns and have presented the afore mentioned covenants to the buyers, their agents or assigns, along with a copy of the association bylaws.

\_\_\_\_\_  
**Agent signature**    **Date**

\_\_\_\_\_  
**Printed name**

Sellers Copy

Page 10 of 11

**I (we) have received, read, understand, and agree with the restrictive covenants which were given to me (us) regarding Pioneer Lake Development. My (our) signature(s) serve as an acknowledgment to this and my acceptance and agreement with them.**

\_\_\_\_\_ **Buyer signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Lot #** \_\_\_\_\_

\_\_\_\_\_ **Printed name**

\_\_\_\_\_ **Buyer signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Lot #** \_\_\_\_\_

\_\_\_\_\_ **Printed name**

**I am an agent for the Seller, their agents or assigns and have presented the afore mentioned covenants to the buyers, their agents or assigns, along with a copy of the association bylaws.**

\_\_\_\_\_ **Agent signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Printed name**

Dated this 1<sup>st</sup> day of May, 2004

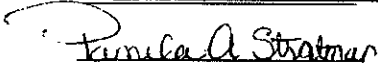
  
Don Rogert

STATE OF NEBRASKA )  
  ) ss  
COUNTY OF DOUGLAS)

Before me, a notary public qualified for the said county, personally came Don Rogert, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on



  
Notary Public

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EXHIBIT "W"

BY LAWS OF PIONEER LAKE ASSOCIATION

I

Officers. The officers of the Association shall consist of president, vice president, secretary, and treasurer. Any person may hold one or more offices except that the offices of president and secretary shall not be held by any one person. Only members of the Board of Directors shall be eligible to serve as officers. Officers shall be elected at the annual meeting of the Board of Directors.

II

Purpose. The purpose of this association is to carry out and enforce the restrictive covenants which are of record in connection with Pioneer Lake Subdivision in Dodge County, Nebraska and specifically to maintain the private drives and roads and provide for the improvement of the general social welfare, health, pleasure, recreation, safety and aesthetic interests of all persons owning lots in Pioneer Lake Subdivision.

III

Board of Directors. The business and affairs of the association shall be managed by a Board of Directors which shall consist of not less than 3 no more than 7 members. The members of the first Board of Directors need not be members of the corporation. Hereafter, all members of the board shall be elected by the members and consist of three members named in the Articles of Incorporation and hereafter the number of directors within such limits shall be fixed by the Board.

The Board of Directors may elect from their number an executive committee consisting of not less than 3 members of the Board which committee shall have all the powers of the Board of Directors between meetings, regular or special.

The term of each member of the Board of Directors shall be one year. In the event of a vacancy in the membership of the Board, the remaining members of the Board shall have the

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power, by a majority vote, to select a member of the association to serve the unexpired term of the vacancy.

An annual meeting of the Board of Directors shall be held immediately after the annual membership meeting.

#### IV

Membership. Only persons owning (a contract purchaser shall be deemed the owner of such property) real property in a platted portion of the development generally known as Pioneer Lake Subdivision, Dodge County, Nebraska, shall be eligible to become members. In instances where two or more persons are the owners of one tract of said real property, then and in that event only one shall become a member. In instances where a corporation owns such tract, membership shall be limited to one stockholder of the corporation.

All members shall be entitled to one vote and only members shall be entitled to vote.

Whenever a member shall cease to own said real property or shall cease to own stock in a corporation that owns said real property, such member shall automatically be dropped from the membership rolls of the association.

Each such owner of real property shall be a member of the association subject to the limitation that there be one member per tract as set forth herein. In instances where a corporation or more than one person constitutes such owner and in the event one person has not been designated as the member by such corporation or multiple owners within thirty days after becoming an owner, then the Board of Directors shall designate one such stockholder or multiple owner as the member.

An annual meeting of the members of the association shall be held on the last Monday of March in each calendar year and shall be held at the registered office or at such other place as is directed by the Board of Directors.

Special meetings of the membership may be held upon call by the Board of Directors, or written request of one-half of all members.

#### V

Dues and Financial Matters.

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A. No officer or director of the association shall be paid for services but may be reimbursed for actual expenses incurred.

B. The Board of Directors shall have authority to hire agents, employees, and professionals for purposes deemed necessary in fulfilling the purposes of the association.

C. Dues may be determined by the Board of Directors in an amount not to exceed \$25.00 per month per member to be paid annually. The amount of the annual dues shall not exceed the stated maximum other than by affirmative vote of at least three-fourths of all members of the association.

D. In addition to the annual dues, the Board of Directors shall have authority to assess an additional charge against each member for any capital improvement or extraordinary general expenses of the association, provided such assessment shall not exceed the aggregate sum of \$200.00 per member for any calendar year unless affirmatively authorized by a vote of three-fourths of all members of the association.

E. All platted land owned in said development may be subjected to a lien as security for such annual dues and any assessments made hereunder. The annual dues and any assessments shall not as a matter of course be recorded with the Register of Deeds, but the Board of Directors of the association shall have the power and authority by an instrument executed by the president of the association to record with the Register of Deeds within six months after the due date of dues or after the levy of the unpaid assessments or dues with respect to any property, the owner of which has not made the required payment. After filing such instrument the unpaid amount shall constitute a lien against the property but shall be subordinate in priority to general taxes or assessments of any public body or real estate mortgages then or hereafter placed of record with respect to any such real estate.

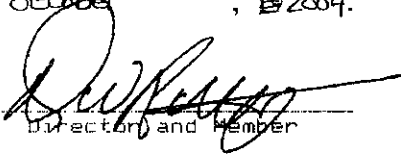
F. All funds received and expended by the association shall be handled by the treasurer who shall maintain a separate account in a financial institution and all financial transactions shall be handled by deposit of all receipts to said account and by payment by check drawn against said account signed by the treasurer or any other authorized or required signer as determined by the association. Any member shall have a right to examine the financial books of the association at any reasonable time.

Liability. No member or director of this association shall be liable personally for any loss or damage or claimed loss or claimed damage to the property or person of any member, guest, employee, agent or visitor by reason of any action or inaction on behalf of the association and in accordance with its purposes.

VII

These by-laws may be amended by affirmative vote of three-fourths of the members at any annual or special membership meeting.

APPROVED THIS 8<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
Director and Member



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Pioneer Lake Assoc.

**PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.**

**BY - LAWS**

FILED  
BOOK 2006 PAGE 2383  
2006 APR 10 PM 1:10

Originally approved on 10-8-2004  
Adopted but not signed on 12-10-2005  
Superseded by these by-laws signed on March 17, 2006  
DODGE COUNTY REGISTER OF DEEDS  
SHARE INDEX FEE \$ 88.00

The following By-Laws are the sole by-laws which apply to lots and homes contained within Pioneer Lake Subdivision, North Bend, NE. Previous versions of the by-laws are null and void.



88.00

**PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.**

**LEGAL DESCRIPTION**

**PHASE ONE** is described as Lots 1 thru 26 of Pioneer Lake Subdivision, North Bend, Nebraska; as platted and located in the SW1/4, Section 7, T17N, R6E and the NE1/4, SE1/4, Section 12, T17N, R5E, Dodge County, Nebraska;

and

**PHASE TWO** is described as Lots 27 thru 45, Inclusive; and a Road named North Shore Drive; and OUTLOT "B" of Pioneer Lake, North Bend, Nebraska; as platted and located in Part of Section 7, T17N, R6E and Part of Section 12, T17N, R5E, Dodge County, Nebraska;

and

**TAX LOTS** described as Tax Lots 52, 78, 79, 80 and 81, located in Pioneer Lake Subdivision; Tax Lot 85 located in N1/2, SW1/4, of Section 7, T17N, R6E; and part of Tax Lot 94 located in SW1/4, of Section 7, T17N, R6E, all of which are located in Dodge County, Nebraska;

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## ARTICLE I.

### OFFICES

The principal office of the Corporation in the State of Nebraska shall be located in the City of North Bend, County of Dodge. The Corporation may have such other offices, either within or outside of the State of Nebraska, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Nebraska Non-Profit Corporation Act to be maintained in the State of Nebraska may be, but need not be identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE II.

### MEMBERS

**Section 1. Annual Meeting.** The annual meeting of the members shall be held on the second Saturday in the month of December in each year, beginning with the year 2005, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

**Section 2. Special Meetings.** Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than fifty percent (50%) of all the outstanding memberships of the Corporation entitled to vote at the meeting.

**Section 3. Place of Meetings.** The Board of Directors may designate any place, either within or outside of the State of Nebraska as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or outside of the State of Nebraska as the place for holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation.

**Section 4. Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, or computer e-mail, by or at the direction of the President, or the Secretary, or the Officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

**Section 5. Membership in Association.** Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from Ownership of a Lot. The Association shall have one class of voting members which shall be all owners and each Member shall be entitled to one vote for each Lot owned. In the event multiple lots are owned by the same Owner and a single residence is constructed on the lots they will be considered multiple members of the Association and they will have a vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons may be members, but the one vote for such Lot shall be exercised as they may determine between or among themselves. In the event where a Corporation owns a Lot, membership shall be limited to one Member of the Corporation.

**Section 6. Voting Lists.** The officer or agent having charge of the membership transfer book for the Corporation shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original membership transfer book shall be prima facie evidence as to which members are entitled to examine such list or transfer book or to vote at any meeting of members.

**Section 7. Quorum.** A majority of the membership of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of its members. If less than a majority of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized special meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**Section 8. Proxies.** At all meetings of members, a member may vote by proxy executed in writing by the member or by his representative. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. The proxy shall be valid for eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

**Section 9. Voting Rights.** Subject to the provisions of Article II, Section 11, each outstanding membership entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of members.

**Section 10. Voting of Memberships by Certain Holders.** Membership standing in the name of another Corporation may be voted by such officer, agent, or proxy as the By-Laws of such Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such Corporation may determine.

**Section 11. Cumulative Voting.** At each election of Directors every member entitled to vote shall have the right to vote one (1) vote, in person or by proxy, for the number of memberships owned by him/her for as many persons as there are Directors to be elected and for whose election he/she has a right to vote, or to cumulate his/her votes by giving one candidate as many votes as the number of such Directors multiplied by the number of his/her memberships shall equal, or by distributing such votes on the same principle among any number of candidates. Example (1) membership x 5 directors = 5 votes for 1 director) or (1, 1, 1, 1, 1 for each member) or (2, 1, 2 for 3 members) etc., for a total of five (5) votes.

**Section 12. Informal Action by Members.** Any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to such subject matter. Such consent shall have the same force and effect as a unanimous vote of members, and may be stated as such in any Articles or document filed with the Nebraska Secretary of State.

### ARTICLE III.

#### BOARD OF DIRECTORS

**Section 1. General Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors.

**Section 2. Number.** The number of Directors shall be not less than three and no more than six members.

**Section 3. Election and Term of Office.** Directors shall be elected at each annual meeting of the members and shall hold office for one year, provided, nothing contained herein shall in any way bar the re-election of incumbent Directors. In the event of a vacancy in the membership of the Board, the remaining members of the Board shall have the power, by majority vote, to select a member of the association to serve the unexpired term of the vacancy. An annual meeting of the Board of Directors shall be held immediately after the annual membership meeting.

**Section 4. Qualifications.** No Director need be a member or a resident of Nebraska.

**Section 5. Regular Meetings.** The Board of Directors may provide, by resolution, the time and place, either within or outside of the State of Nebraska, for the holding of additional regular meetings without other notice than such resolution.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or outside of the State of Nebraska, as the place for holding such special meeting of the Board of Directors called by them.

**Section 7. Notice.** Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed or computer e-mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**Section 8. Quorum.** A majority of the number of Directors fixed by Article III, Section 2 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

**Section 9. Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 10. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors at a meeting of a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

**Section 11. Compensation.** By resolution of the Board of Directors, the directors may be reimbursed their out-of-pocket expenses incurred on behalf of the association, if any, at each meeting of the Board of Directors. No such limitation on payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 12. Presumption of Assent.** A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the Secretary before the adjournment of the meeting.

**Section 13. Presiding Officer.** The Board of Directors may elect a Chairman from among its members, who shall preside at a particular or all of its meetings.

**Section 14. Dispensing With Meetings.** Whenever the vote of the Board of Directors at a meeting thereof is required to be taken in connection with any corporate action, the meeting of Directors may be dispensed with and the corporate action may be carried forward if each Director consents in writing to a written vote on the action without a meeting of Directors, if prior to such action a written consent is signed by all members of the Board of Directors, and such written consent is filed in the corporate minute book.

**Section 6. Executive Session.** The Board of Directors may from time to time make a motion to go into Closed Session to discuss personnel issues, other items of interest, and to prevent needless injury to the reputation of any individual involved. After the discussion the person presiding over the meeting shall call for the reconvening of the meeting. Minutes of the meeting shall not be taken during the adjournment.

#### ARTICLE IV.

#### OFFICERS

**Section 1. Number.** The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of which shall be elected by the Board of Directors. Executive committees and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**Section 2. Election and Term of Office.** The officers of the corporation to be elected by the Board of Directors shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be, but in no case later than thirty days after such annual meeting.

**Section 3. Removal.** Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 4. Vacancies.** A vacancy in an office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. President.** The President shall be the principal Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He/she shall, when present, preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6. The Vice-President.** In the absence of the President or in the event of his/her death, inability, or refusal to act, the Vice-President (or in the event there be

more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

**Section 7. The Secretary.** The Secretary shall: (a) keep the minutes of the Members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Section 8. The Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for amounts due and payable to the Corporation from all sources, and deposit all such amounts in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with provisions of Article V. of these By-Laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

## ARTICLE V.

### CONTRACTS, LOANS, CHECKS, AND DEPOSITS

**Section 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 2. Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. Loans may not exceed the fair market value of the assets of the Corporation.

**Section 3. Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or officers of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4. Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.



## ARTICLE VI.

### PURPOSE

The purpose of this Association is to carry out and enforce the Pioneer Lake Restrictive Covenants dated March 11, 2006 (which supersedes the July 15, 1992, Restrictive Covenants and updated May 1, 2004, Restrictive Covenants), all filed in the records of Dodge County, Nebraska; for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting such subdivision; to provide for the improvement of the general social welfare, health, pleasure, recreation, safety and aesthetic interests; and to maintain the lake, roadways and common areas.

## ARTICLE VII.

### ASSESSMENTS

**Section 1. Personal Obligation for Assessments.** Each Lot owner is deemed to covenant by acceptance of such Owner's deed for such Lot, whether or not it is expressed in the deed, to pay the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a lien on each lot against which it is made until paid. Such amounts shall be the personal obligation of the person or persons who own the Lot at the time the assessment became due. Fines and penalties assessed for violations of Covenants and By-Laws which are not paid shall be a lien on the lot until paid. Multiple Lot owners with a single residence shall be assessed based on the number of lots owned.

**Section 2. Purposes of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to carry out and promote the purposes set forth in Article VI, above. The amount of the annual assessments shall be voted upon and determined at the annual meeting of the members and Directors. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from the annual assessments, the following:

- a. Maintain and repair the lake, roadways and common areas.
- b. Necessary utility services for the common areas.
- c. Acquisition of or leasing of maintenance equipment for the lake, roadways and common areas as may be determined by the Association, including without limitation, all equipment and personnel necessary for grading, rocking, snow removal, mowing, or other related activities.
- d. Liability insurance insuring the Association and Directors against any and all liability arising out of the occupation or use of the lake, roadways and common areas. The policy limits shall be set by the Association and shall be

reviewed at least annually and increased or decreased at the discretion of the members.

- e. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is required to pay which shall be appropriate in the opinion of the Board of Directors for the operation and enforcement of the Covenants and these By-Laws.

**Section 3. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, repair, or replacement of a capital improvement on the common areas, roadways, or lake. Any such assessment must be approved at an annual or special meeting of the members of the Association.

**Section 4. Notice.** Written notice of any special meeting called for the purpose of taking action authorized by Article VII shall be sent to all members as provided herein.

**Section 5. Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

**Section 6. Nonpayment of Assessments.** Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall accrue interest at the rate of sixteen percent (16%) per annum. No owner(s) may waive or escape liability for the assessments provided herein by nonuse or limited use of the common areas, lake or roadways.

## ARTICLE VIII.

### OWNERSHIP/USE OF COMMON AREAS AND LAKE

**Section 1. Ownership of Lake, Common Areas and Roadways.**

Don Rogert and Lois A. Rogert, and Pioneer L.L.C., a Nebraska Limited Liability Company, the record title holders of that part of Pioneer Lake Subdivision not previously conveyed to lot owners, will convey to the Association the lake area, common areas, roadways and easements described on the attached Exhibits. The Association will hold title to the lake, common areas, roadways and easements for the use and benefit of all members of the Association. In some instances, the easements are located on lots owned by members and are reserved for the perpetual rights of ingress and egress for all lot owners. As set forth in the Dedication Plat of Pioneer Lake dated May 19, 1992, the perpetual easements for ingress and egress run with the land. This Conveyance is subject to the rights/responsibilities to maintain and recognize the twelve foot (12) easement for utility purposes at the locations shown. The Association will pay all real estate taxes on these areas.

**Section 2. Riparian Rights.** Most lots are adjacent to the lake located in Pioneer Lake Subdivision. Lots not adjacent to the lake will have the same access rights to the lake as other lot owners. However they will not have the right to construct docks or lifts in

the lake. Any riparian rights or rights to the lake are expressly reserved in the Association. The use of the lake is a privilege which all Lot owners shall be entitled only by maintaining membership in good standing in the Association. No rights to the use of the lake or other properties of the Association shall be transferred by conveyance of any lot except nothing contained herein shall prohibit any lot owner's right of ingress and egress over the roadways to his/her lot.

**Section 3. Owner's Privilege of Enjoyment.** Every owner of a lot shall have a right and privilege of enjoyment in and to the lake, common areas and roadways, subject to the following rights of the Association:

- a. The right to suspend the use of the common areas, including the lake, and voting rights of any Owner for the period during which assessments against a lot remain unpaid after the designated due date. The right, after review by the Board of Directors, to suspend such use for a period not to exceed 120 days for an infraction of published rules, regulations, and Covenants. The suspension shall be binding on the member, his family, guests, and invitees.

Whereas members are responsible for the actions of their family, guests, and invitees, suspension may result from their inappropriate actions as well.

- b. The right to dedicate part of the common areas to a municipality for such purposes as may be agreed to by the members.
- c. The right of the Association to borrow money for the purpose of improving the common areas, lake, and roadways.

**Section 4. Delegation of Use.** Subject to certain limitations imposed by these By-Laws and the Restrictive Covenants, each owner may delegate such owner's use and enjoyment in and to the common areas, lake, and roadways to the member's family, guests and invitees.

**Section 5. Right of Entry.** The Association, through its authorized representative, shall have the right, without approval of the owner and after reasonable notice to the owner, to enter any Lot at reasonable hours to perform such maintenance as may be authorized in these By-Laws.

## ARTICLE IX.

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Association shall have the right to enforce all restrictions, conditions, covenants, and liens now and hereafter imposed by these By-Laws. Failure to enforce shall not be deemed a waiver of the right to later enforcement.

**Section 2. Penalties and Fines.** Violations of the Restrictive Covenants and By-Laws may result in the Board taking action. If fines or penalties are assessed against an

owner, failure to observe those penalties and the payment of those fines will be handled as described in Article VII, Section I, and as set forth in the Restrictive Covenants.

**Section 3. Severability.** Invalidation of any of the Covenants or Restrictions contained in these By-Laws shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Limitation of Liability.** The Association, its Board of Directors and Officers shall not be personally liable for any loss or damage occasioned by any action or inaction done on behalf of the Association in accordance with its intended purposes as set forth herein and in the above referenced Restrictive Covenants.

**Section 5. Governing Law.** These By-Laws shall be governed and enforced in accordance with the Laws of the State of Nebraska.

**Section 6. Attorney Fees.** If the Association hires an attorney to enforce any of the foregoing provisions because of a breach by an owner, then all costs incurred in the enforcement, including attorney fees, shall be paid by the owner in breach and the Association shall have a lien on his/her lot for such amount.

**Section 7. Additional Properties.** It is agreed that in the event Don Rogert and Lois A. Rogert and/or Pioneer L.L.C., a Nebraska Limited Liability Company, the record title holders of property adjacent to Phase 1 and Phase 2 of Pioneer Lake Subdivision, develops additional lakefront property (Phase 3), such lots will hold membership in the Association when the Final Plat is filed. In such event the lake, common areas, roadways and easements for access to and around such lots will come under the control of the Association when transferred to the Association by the Rogerts or Pioneer L.L.C.

**Section 8. Easements and Exhibits.** Attached hereto and made parts hereof are Easements and Exhibits affecting and describing the property of Pioneer Lake Subdivision and the Association.

#### ARTICLE X.

##### FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

#### ARTICLE XI.

##### WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Nebraska Non-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether

before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

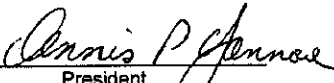

ARTICLE XII.  
AMENDMENTS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by an affirmative vote of a majority of the members at any annual or special meeting of the members called for such purposes; except that Article II, Section 5 and Article VII, Section 1 (regarding multiple lot ownership) and Article IX, Section 6 may not be amended, altered or repealed.

CERTIFICATE OF BY-LAWS

The undersigned, being the President and Secretary of Pioneer Lake Homeowners Association, Inc., do hereby certify that the foregoing are the By-Laws adopted by the Board of Directors at their meeting on March 11, 2006.

Approved by the Board of Directors on March 11, 2006.

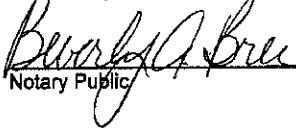
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

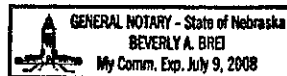
STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF DODGE        )

Dated this 17 day of March, 2006

Before me, a notary public qualified for the said county, personally came Dennis Yannone and Karen Lux, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notary seal on March 17, 2006

  
\_\_\_\_\_  
Notary Public



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Pioneer Lake  
Assoc.

# PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.

## RESTRICTIVE COVENANTS

Original Covenants Approved On July 15, 1992 and May 1, 2004  
Superseded by these Covenants signed on March 17, 2006

The following restrictive covenants are the sole covenants which  
apply to lots and homes contained within Pioneer Lake Subdivision,  
North Bend, NE.

Previous versions of the Restrictive Covenants are null and void.

FILED

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*Carol Stevens*  
DOOGE COUNTY  
REGISTER OF DEEDS  
COMPARE INDEX FEE \$ *88*



*88-a*

**PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.**

**LEGAL DESCRIPTION**

**PHASE ONE** is described as Lots 1 thru 26 of Pioneer Lake Subdivision, North Bend, Nebraska; as platted and located in the SW1/4, Section 7, T17N, R6E and the NE1/4, SE1/4, Section 12, T17N, R5E, Dodge County, Nebraska;

and

**PHASE TWO** is described as Lots 27 thru 45, Inclusive; and a Road named North Shore Drive; and OUTLOT "B" of Pioneer Lake, North Bend, Nebraska; as platted and located in Part of Section 7, T17N, R6E and Part of Section 12, T17N, R5E, Dodge County, Nebraska;

and

**TAX LOTS** described as Tax Lots 52, 78, 79, 80 and 81, located in Pioneer Lake Subdivision; Tax Lot 85 located in N1/2, SW1/4, of Section 7, T17N, R6E; and part of Tax Lot 94 located in SW1/4, of Section 7, T17N, R6E, all of which are located in Dodge County, Nebraska;

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## GENERAL RULES AND REGULATIONS

A. These Restrictive Covenants shall run with the land and apply to each person, firm or corporation taking title to any lot in Pioneer Lake Subdivision. All lot owners agree to and shall be bound by these said Restrictive Covenants. These Restrictive Covenants may be altered, amended or modified by an instrument in writing executed by the Board of Directors after approval by a minimum of at least 60% of the lot owners at a duly authorized meeting, which instrument shall be recorded in a manner provided by law.

B. All Restricted Covenants contained herein shall be severable and separate. Invalidation of any one of the Covenants by any judgment of the court shall in no way affect the validity or enforcement of any of the other Covenants or Restrictions contained herein.

C. No lot owner shall be excluded from the Homeowner's Association. Each lot and its owner is entitled to a single vote and will automatically become a member of the Homeowner's Association when formed and shall be obligated to abide by the Rules and Regulations set forth in the Covenants. They shall also be obligated to pay annual assessment and special assessments as prescribed by such Homeowner's Association.

D. Perpetual licenses and easements are reserved for power, telephone, cable or other utilities for the purpose of erection, operation, maintenance and repair for such facilities. Easements shall cover areas presently platted and used for such utilities and shall also include such additional areas as are reasonably necessary to provide services to all residents of Pioneer Lake Subdivision.

E. Owners of each lot shall be entitled to use the lake and common areas as shown on the filed plats and are subject to the Rules, Regulations and Restrictions as established by the Homeowner's Association.

## DEFINITION OF IMMEDIATE FAMILY

"Immediate family" as used in these Covenants or the Bylaws is defined as the owner, or owner's parents, grandparents, daughters, sons, daughters-in-law, sons-in-law, brothers, sisters, brothers-in-law, and sisters-in-law.

## ALL LOTS SOLD AFTER 5-10-2004

*All lots sold after 5-10-2004 shall also be bound by the following three (3) covenants:*

1. No lot owner shall be allowed to use the lake other than from their shoreline for recreational purposes or be allowed to use a boat on the lake until they have had home plans approved and the home has started construction.
2. Lots 42, 43, 44 and 45 are golf course lots. Owners of these lots shall have access to use the lake under the same terms and conditions as all other lots, except they shall not be allowed to have a boat in the water when not actually using it. Owners shall put their boats in and take them out after each use. They may not tie up, dock or beach their boats on any common property or any other private property except during such time that they would be boating and stop at another lot to visit.
3. State approved individual septic systems shall be built as designed by a licensed engineer to meet State of Nebraska, Title 124 Standards or current standards if different. Homeowners must



provide a copy to the HOA of certification from the engineer. Septic systems shall also be built within the boundaries as required on the Phase 2 Plat.

#### HOME CONSTRUCTION AND IMPROVEMENTS

1. Complete plans and specifications for all new structures or improvements must be submitted to and approved by Pioneer Lake Homeowner's Association, Inc., "Lake, Commons and Property Committee" prior to the commencement of construction in said Subdivision. The final decision of the plans would be that of the PLHOA Board of Directors. A full set of plans must be submitted and will be kept by the Homeowner's Association. Approval of plans shall not be unjustly withheld and rejection of plans shall not be contested by the lot owner.
2. The City of North Bend will issue all permits that are required by the zoning and building codes.
3. An elevation certificate is required for all new construction and improvements and must be submitted to the City of North Bend.
4. All other required permits will be issued by the City of North Bend.
5. All dwellings shall have a minimum single main floor space of 1400 square feet. No dwelling shall be over 2 stories in height. The 1400 square feet minimum does not include basements. Appearance will be left to the discretion of the Lake, Commons & Property Committee.
6. State approved individual septic systems shall be built as designed by a Licensed Engineer to meet State of Nebraska, Title 124 Standards or current standards if different. They shall also be built within the boundaries as set forth.
7. New construction and improvements shall be located at the approximate locations as shown on the site plan that shall be submitted by the lot owner to the Pioneer Lake Homeowner's Association, Inc., "Lake, Commons and Property Committee". It is the intent of the Covenants to prevent a dwelling being built so much closer to the lake shoreline than another dwelling as to obstruct the view of the lake. Site plans are to be approved before construction commences. Building plans must also meet all requirements and be pre-approved by Pioneer Lake Homeowner's Association, Inc., before construction begins. No residence shall be located less than 15 feet from the side lot lines, nor closer than 35 feet from the street lot line, nor closer than 35 feet from the lakeshore lot line in Phase I. Phase II setbacks shall be as shown on the Plat.
8. All builders, whether lot owner or contractor, shall make a \$500.00 deposit to the Pioneer Lake Homeowner's Association, Inc., and shall maintain a reasonably clean construction site, including a port-a-potty facility and the collection of construction debris in an adequate dumpster. The deposit will cover any damage done on any property during the construction. The \$500.00 deposit will be returned to the lot owner or contractor upon completion of the structure and satisfactory site inspection. No construction equipment, materials, or identification signs may be stored or placed on lots unless construction is actually taking place on that lot.
9. Only single family dwellings shall be permitted to be built on any lots and must be occupied by the owner or immediate family. Property cannot be used as a rental.
10. No lots shall be used for commercial use other than for the purpose of developing lot sales.
11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No structures such as trailers, tents, mobile units, double wides, basement homes, modular or pre-manufactured homes, garages or barns shall be erected or placed on residential lots for the purpose of temporary or permanent living quarters.

13. There shall be no permanent fuel tanks on the premises, either above ground or buried, other than portable propane tanks for grills, fireplaces, etc. The development is an "All Electric" development.

14. Lot owners shall have adequate parking facilities within the boundaries of their lot and shall not use or permit the use of the roads or common grounds for parking vehicles, equipment, golf carts, boats, trailers, or ATVs overnight. There can, however, be exceptions made for special events, but these shall in no way impede traffic.

15. All approved construction on any lot in this subdivision shall be completed as to external appearance, including finish painting, driveway and front yard grass, within one year from the date of start of construction.

16. No lots shall be subdivided nor shall any portion of any lot be sold. All lots shall remain intact as platted.

17. No unattached outside buildings, sheds or structures are allowed, except for portable beach type storage containers to be used for toys, life jackets, boating and swimming items, etc. The location should not be near the lakeshore lot line and shall not obstruct the view of the lake.

#### APPEARANCE

1. All homes shall have grass in the front (street side) and on the side yards or have alternative landscaping, which is approved by the Pioneer Lake Homeowner's Association Inc., "Lake, Commons and Property Committee".

2. No fence or hedge shall be erected or maintained on any lot in this Subdivision, which shall unreasonably restrict or block the view from any adjoining lot. Approval is required by the City of North Bend before any fence can be constructed.

3. Proper maintenance of each lot or tract is the responsibility of the lot owner. Lot maintenance includes, but is not limited to, regular mowing of the lawn/weeds area, maintenance of any seawall, dock, shore stations, etc, and repair of any washout areas, trimming of trees and shrubs, and removal of debris and trash. Maintenance of homes, garages and other structures includes, but is not limited to, periodic painting of the exterior, maintaining an intact roof, and ensuring working water and sewer systems. Lot owners in violation will be notified of needed action. If lot owner does not implement the needed action or show reasonable intent to complete within fourteen (14) days after receiving notice, Pioneer Lake Homeowner's Association, Inc., may implement needed action and assess the lot owner for the work.

4. All personal signs such as garage sale, parties, etc., shall be removed within 24 hours of the event.

5. No sign, billboard or advertising shall be placed on any lot or common ground, except temporary real estate "For Sale" signs, which may be placed on common ground or in the lot of dwellings or lots offered for sale.

6. All weeds and grass shall be kept to a maximum height of 12" above ground level. There shall be an exception for a small amount of taller plant material (such as ornamental grasses) when part of a larger landscaped area. There shall be no accumulation of junk, equipment, debris or offensive materials on any lot. No unlicensed vehicles or trailers shall be anywhere on the

property for over 30 days, unless housed completely within a permanent structure allowed on the lot in accordance with other provisions contained herein.

#### RECREATIONAL VEHICLES

Licensed recreational vehicles and/or campers shall be allowed as supplemental lodging for visiting guests only on lots with permanent housing for a period of no longer than 2 weeks per year, unless housed completely within a permanent structure allowed on the lot in accordance with other provisions contained herein.

#### ALL VEHICLES ROAD SAFETY

1. Maximum speed limit is as posted or as conditions prevail. All vehicles must be operated in a safe and reasonable manner. This includes all vehicles or forms of transportation.
2. All road signs must be obeyed.
3. No one without a valid driver's license will be permitted to operate a vehicle on Pioneer Lake Subdivision roads.
4. No automobiles of any kind will be allowed off the road on common ground at any time, day or night.
5. All vehicles are required to have current registration and license as required by state law unless located in an enclosed garage.

#### GATES

The main entrance gates shall remain open or be opened prior to a snowfall to allow for snow removal.

#### ATVs AND GOLF CARTS

1. No one under the age of 12 will be allowed to operate an ATV unless accompanied or immediately supervised by an adult.
2. ATVs can be operated daily, only between the hours of 8:00 am and 10:00 pm, and Sundays between 8:00 am and 8:00 pm.
3. Off road motorcycles will not be allowed on any property within Pioneer Lake Subdivision at any time. Those licensed motorcycles that will be allowed will not be operated off road and shall obey all road signs. They shall be equipped and maintained with the factory approved baffled muffler at all times.
4. No ATVs or motor vehicles are allowed on the adjoining property south of the Platte River Dike or on the dike itself, or any other adjoining land not part of the lake or Homeowner's Association, unless specifically authorized by Pioneer L.L.C.
5. ATVs are not allowed on common ground other than the roadways unless authorized by the "Lake, Commons and Property Committee".

6. ATVs may not be operated on private property other than the lot owner's own property without express permission from other property owners.
7. ATVs may be operated on the private roads of the Pioneer Lake Subdivision under the following guidelines. They must adhere to all traffic regulations. They must be equipped with an orange safety flag that may be mounted on a fiberglass stick or similar mounting so that it is a minimum height of 60 ". No weaving, spinning, doing "wheelies" or operating in an erratic and/or unsafe manner.
8. No more than two occupants are allowed on any ATV unless it is specifically built to carry more.
9. All ATVs will obey all traffic signs as well as "rules of the road".
10. All ATVs must give pedestrians and motor vehicles the right of way.
11. All ATVs are required to come to a complete stop when entering roadways from any residence.
12. Each lot owner is allowed to have only two ATV-type vehicles on the road at one time.
13. Operators and occupants of ATVs are encouraged to wear helmets. It is strongly recommended that all operators of ATVs regardless of age wear helmets. Go carts and mini bikes are prohibited.
14. Amphibious ATVs, golf carts and other motorized vehicles that are not state licensed vehicles must follow ATV and traffic regulations.
15. All ATVs and golf carts must prominently display Pioneer Lake Homeowners Association, Inc., decal and lot number. These numbers shall be a least 3" in height and be kept readable at all times. They shall be black on white so that they are easily distinguishable. Lot owners will be provided decals and numbers by the Pioneer Lake Homeowner's Association, Inc., "By-Laws, Covenants and Legal Committee." Owners will receive decals and numbers for each ATV and one set for their golf cart, with proof of ownership.
16. No guests are allowed to bring in or operate any ATVs or golf carts. All ATVs and golf carts must be the property of the lot owners and operated by lot owners or an immediate family member.
17. All ATVs must have and maintain a baffled muffler at all times. Any ATV found in violation of this will be banned from the property until such time as it complies.
18. All ATVs must display a lighted headlight and taillight at all times of operation.
19. All ATVs must be equipped with a braking system that must be maintained in good working order.
20. All ATVs must be equipped with US Forest Service qualified spark arrester.

#### SNOWMOBILES

No snowmobiles will be allowed.

#### BOATING & WATER SAFETY

All boats shall be operated in accordance with the current Nebraska Boating Guide. These Rules may be modified by Association Rules as long as they are more restrictive and not lesser.

1. Owners will provide Pioneer Lake Homeowner's Association Inc., "By-Laws, Covenants and Legal Committee" with a copy of the current registration before receiving the decals and numbers.
2. All boats shall operate in a safe and courteous manner and shall maintain a reasonable safe distance of at least 30 feet from the shoreline considered as a "no wake" area and operate according to the current Nebraska Boating guide.
3. All boats shall stay to the right when traveling around the lake. (Counter clock wise.)
4. When passing another skier, allow 50' right of way to either side or rear.
5. Motor-less watercraft such as canoes, paddleboats, etc., should be operated within 30' of the shoreline.
6. Jet skies, jet boats, hydrofoils, bladders, houseboats and airboats are expressly prohibited from the lake.
7. No glass containers are permitted on the lake.
8. Lot owners may have up to 2 boats.
9. All boats operated on the lake shall be the property of the lot owner. They shall display the lot number of the owner in a minimum 3" lettering. This lettering shall be black on white so that they are easily distinguishable. Decals and numbers are to be displayed on the right rear side of the boat. Decals and numbers will be provided by the Pioneer Lake Homeowner's Association, Inc., "By-Laws, Covenants and Legal Committee" with proof of current registration.
10. Boats shall not exceed a maximum length of 22'-6", except pontoon boats which can have a maximum length of 26'.
11. No permanent structures such as boathouses shall be constructed on the lake.
12. The Pioneer Lake Homeowner's Association, inc., reserves the right to prohibit any and all watercraft from the lake which it deems to be unacceptable under the previous provisions or that it deems unsafe due to the size, noise, speed, etc.
13. Maximum horsepower for all boats is 200 HP, inboard or outboard. Maximum speed limit on the lake is 30 mph.

#### SWIMMING, FLOTATION DEVICES, TOYS, ETC.

1. Swimming shall be confined to an area no more the 25' from the shore. Swimming in any cove, bays or no wake area will be done in such a manner as not to impede boat traffic.
2. Small children and non-swimmers shall wear a Coast Guard approved life jacket at all times while in or on the water, and shall be accompanied by an adult who is capable of making a save.

### DOCKS

1. No dock shall extend further than 30' into the lake.
2. No boat docks shall be placed on the lake so as to impede boat traffic or cause unsafe conditions. Example(s): lots #22 and #23 shall place boat docks to either the east or west side of the lot respectively so as not to block the "No Wake" channel. Lots located across from the boat ramp and along the dike channel shall take lake traffic into consideration before placing docks on lake. Any dock location deemed to be in question by the Pioneer Lake Homeowner's Association, Inc., "Lake, Commons and Property Committee" must be approved by the same.

### FISHING

1. All fishing shall be done in accordance with the current Nebraska Fishing Guide.
2. Fishing is allowed by lot owners and their immediate families only. Guests may fish, but only when accompanied by the lot owner, and only on a catch-and-release basis. Due to conservation efforts and attempts to allow the lake to restock, a catch-and-release policy is strongly encouraged for owners.

### HUNTING AND GUNS

1. Rifles, shotguns, pistols, pellet guns, BB guns or any other form of firearms will not be shot or discharged anywhere on the lake property or individual lots.
2. No hunting will be permitted on the premises.

### BIRD SCARING DEVICES

Bird scaring devices (launchers designed and sold for the purpose of scaring birds) may be used to scare off birds and other wild animals invading the Pioneer Lake Subdivision. Good judgment should be utilized when using these devices.

### NOISE

P.A. Systems and loud radios or other noise producing items will not be permitted outdoors except for special occasions and for a limited period of time. Stereos and other loud musical activities will not be tolerated after 9:00 p.m., Sunday through Thursday, and not after 11:00 p.m. Friday and Saturday.

### PETS/ANIMALS

1. All dogs and cats must be on a leash when off the lot owner's property. Within the owner's lot, unrestrained or unattended dogs and cats should be in a kennel or fenced yard, (this includes invisible fencing). No stray dogs or cats shall be allowed. Dogs and cats found running at large will be reported to local authorities and appropriate action thereafter will be between the pet owner and authorities. Excessive barking, howling and whining by dogs will not be tolerated. Dog owners are required to take steps to prevent such behavior.
2. All lot owners are responsible for the actions of their pets. Shots must be kept up-to-date.

3. No husbandry of either animals or fowls shall be conducted or maintained in the subdivision; however, two domesticated non-commercial house pets may be kept.

FINES/PENALTIES

The Pioneer Lake Homeowners Association, Inc., Board of Directors has the right to take necessary and appropriate action to enforce the provisions of these Covenants, and may enforce, by any internal proceeding or at law, all restrictions, conditions, covenants, liens and charges. Failure by the Board of Directors to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. As a general rule, first-time violations of a provision of the Covenants will be addressed with a letter to the homeowner; subsequent violations may be addressed more harshly, including the possibility of monetary fines, recovery of damages and expenses for such violation, or both

BURNING

1. Open burning is restricted to a small controlled recreational fire on the owner's lot only, and must be tended at all times. The burn must be contained within a pit or ring. The rule may be affected by state burning regulations or local burning bans from time to time. Any other burning on owner's lots requires a properly obtained burning permit. There will be no burning or fires of any kind on common ground at any time except as authorized by the Homeowner's Association, Inc., "Lake, Commons and Property Committee". There shall be no burn barrels or similar devices allowed.

CERTIFICATE OF BY-LAWS

The undersigned, being the President and Secretary of Pioneer Lake Homeowners Association, Inc., do hereby certify that the foregoing are the Covenants adopted by the Board of Directors at their meeting on March 11, 2006.

Approved by the Board of Directors on March 11, 2006

*Dennis J. Annone*  
President  
*Karen Lux*  
Secretary

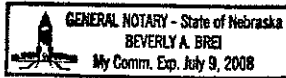
STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF DODGE        )

Dated this 17 day of March, 2006

Before me, a notary public qualified for the said county, personally came Denny Yannone and Karen Lux, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notary seal on March 17, 2006

*Beverly A. Brei*  
Notary Public



I (we) have received, read, understand, and agree with the Restrictive Covenants, which were given to me (us) regarding Pioneer Lake Homeowners Association, Inc. My (our) signature(s) serve as an acknowledgment to this and my acceptance and agreement with them.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Printed Name

I am an agent for the Seller, their agents or assigns and have presented the attached Pioneer Lake Homeowners Association, Inc.'s Covenants to the buyers, their agents or assigns, along with a copy of Pioneer Lake Homeowners Association, Inc.'s By-Laws.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Buyer's copy



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Printed Name

Agent's copy

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Agent Signature

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Date

\_\_\_\_\_  
Printed Name

Pioneer Lake Homeowners Association Inc.'s copy