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Pioneer Lake  
Assoc.

**PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.**

**RESTRICTIVE COVENANTS**

Original Covenants Approved On July 16, 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Superseded by these Covenants signed on March 17, 2006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.

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*Carol Hinena*  
DODGE COUNTY  
REGISTER OF DEEDS  
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**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;

#### 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 at 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 skis, 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 than 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, 2008.

Approved by the Board of Directors on March 11, 2008

*Dennis P. Yannoni*  
President  
*Karen Lux*  
Secretary

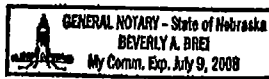
STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DODGE     )

Dated this 17 day of March, 2008

Before me, a notary public qualified for the said county, personally came Denny Yannoni 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, 2008

*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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Agent's copy

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Date

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Printed Name

Pioneer Lake Homeowners Association Inc.'s copy