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WILLOW WOOD LAKE
RESTRICTIVE COVENANTS

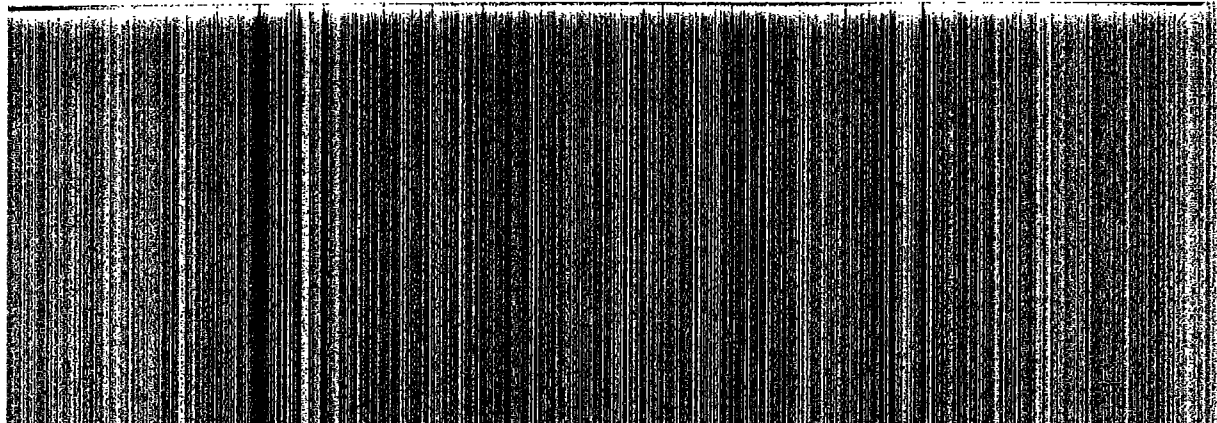
Carol Aivona
DODGE COUNTY
REGISTER OF DEEDS
\$50.50

KNOW ALL MEN BY THESE PRESENTS that C & E Enterprises, a Nebraska Corporation, Hallfield, Inc., a Nebraska Corporation, and Allan L. and Carole L. Enfield, husband and wife, "Owners" of the following described land do hereby agree to the following covenants with respect to Willow Wood Lake subdivision being a development platted by the Owners and being property described as:

See attached legal description.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the platted lots constituting the Willow Wood Lakes area, Owners declare that all of the described real property and each part of such property, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property, or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

1. Complete plans and specifications for all structures and improvements must be submitted to and approved by Owners or their assignees prior to the commencement of any construction. All Construction must be completed within one year of receiving a pre-construction building permit from the local granting authority.
2. Elevations of improvements shall meet or exceed the elevations shown on the plat as approved by the City of North Bend, Nebraska.
3. Rustic appearance is required.
4. State approved individual sewer (septic) system shall be built to meet State of Nebraska Title #124 Standards or Current State Standards.
5. The minimum size living space shall be 1,100 square ft.
6. Newly constructed dwelling shall not exceed 2 stories in height and must have a 6/12 pitched roof. Existing dwellings are



exempt from this covenant; however, any addition to an existing dwelling must comply.

7. Only one single family dwelling shall be constructed on any lot.

8. Lots shall not be used for any commercial use.

9. All weeds and grass shall be kept to a maximum height of eight inches above ground level. There shall be no accumulation of junk, debris, or offensive materials on any lot. No unlicensed vehicles shall be anywhere on the property for over thirty days.

10. No noxious, illegal, or offensive trade or activity which does not comply with state or local laws shall be carried on upon any lot. Nor shall anything be done thereon which may be or become an annoyance or nuisance to or interfere with the quiet enjoyment of the property by the neighborhood.

11. Improvements shall be located at the approximate locations as shown on a lot plan that shall be submitted by lot owners and approved by the Owners or their assignee. A plot plan must accompany all construction plans. It is the intent of this covenant to prevent one dwelling from being built so much closer to the lake shore than another so as to obstruct the view of the lake. Plot plans are to be approved before work commences.

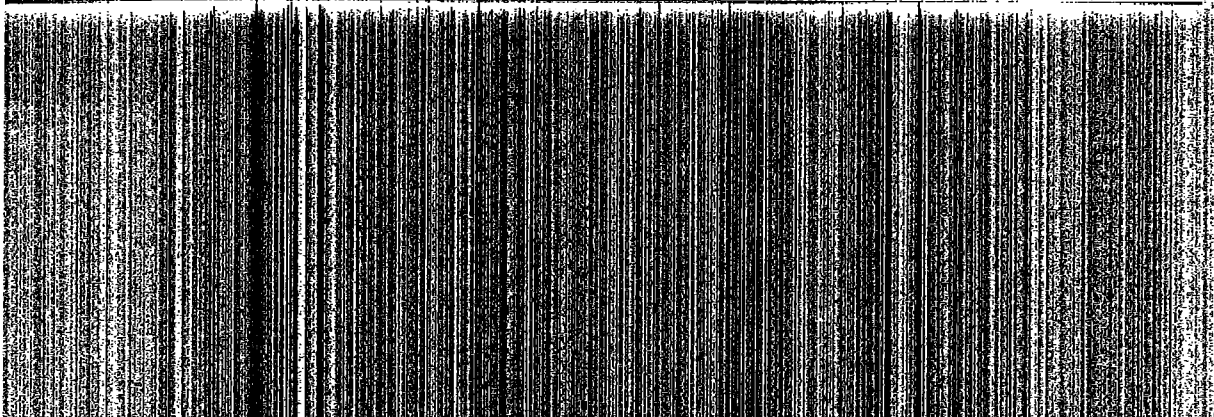
12. No fence or hedge shall be erected or maintained on the property in this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general existing landscaping of the subdivision.

13. No husbandry of either animals or fowls shall be conducted or maintained in the subdivision; provided however, two domesticated noncommercial house pets shall be excluded from this restriction. Provided further, such pets must be kept on a leash or under complete control of the lot owner.

14. All county and city zoning permits must be met.

15. Lots 1 through 9 shall be considered an all electric development and there shall be no permanent fuel tanks on the premises surrounding that lake.

16. Lot owners shall be entitled to use the lakes and commons area as shown on the filed plat and subject to rules, regulations,



and restrictions as established in these covenants and/or by the Willow Wood Lake Association.

17. Owners acknowledge the existence of long term leases on some of the lots and agree to comply with the terms of those leases to the extent they are in conflict with these covenants.

18. In order to effectively carry out and enforce the covenants set forth herein, to maintain the private drive and roads, and in order to maintain and provide for the improvement of the general social welfare, health, pleasure, recreation, safety, and aesthetic interest of all persons owning lots subject to these covenants, the lot owners will organize a nonprofit Corporation by the name of Willow Wood Lake Association when 50% of the lots have been sold to buyers other than the present Owners. Each owner of lots subject to these covenants will be required to maintain membership in the Association personally or by representation as provided in the by-laws of the Association and will have voting rights therein. The Association shall have the authority in accordance with the terms of its by-laws to charge dues and make assessments against property made subject to these covenants all in accordance with the terms of the by-laws of the Association and these covenants. Lots made subject to these covenants may be subjected to a lien as security for such dues and assessments, provided, any such liens shall be subordinated to any lien for taxes or assessments by any public body or to real estate mortgages at any time placed of record with respect to such real estate. Provided further, any dues or assessments made by the Association shall be for the common good of lot owners within the platted area and not for private purposes of one or more persons.

19. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate.

20. In the event of a violation or intended violation of any covenant herein, the aforesaid Owners, or a lot owner or lot owners in the subdivision shall be fully authorized to pursue any remedy provided by law or equity in order to enforce the provisions of these covenants or to restrain or enjoin the violation of the covenants. The cost of attorney's fees incurred by the Owners or lot owner shall be paid by the violator.

21. If the City of North Bend or any other governmental subdivision should require the installation of public water and/or sewer, the lot owners affected by such required installation shall share equally in the assessed cost of installation. In determining the cost allocation, the total cost shall be divided by the number of platted lots in the Willow Wood Lake subdivision that are affected by such required installation.

22. All property in this subdivision shall be subject to the easements and restrictions set out in the "Dedication" of the plat of Willow Wood Lake. Owners agree to pay the initial cost of installing the water supply well referred to in the plat no sooner than two years from the date of adoption of these covenants. After such two year period the well shall be installed within 120 days of the first date a lot owner needs to hook up to the system as their only source of domestic water supply. Each lot owner who taps into the system shall reimburse the Owners for 1/14th of the installation cost at that time. After the system is installed, the cost of maintenance, utilities, and replacement shall be shared equally by the lot owners who are tapped into the system.

23. Each residence shall have the address posted within plain sight of the property's access road.

24. All lot owners shall pay the cost of hooking up from their residence to the water main and other utility lines as per the specifications set out by Webster Well Company.

25. All lot owners shall be required to carry one million dollars of liability insurance. In the event Willow Wood Lake Association is formed, it shall determine the need for increases in limits of coverage. In the event the Association is not formed, coverage shall increase by one half million dollars every fifth anniversary of lot ownership.

26. Whereas C & E Enterprises, Inc. is a 100% owner of the property bound by the "Declaration of Restricted Covenants" adopted on December 27, 1994 and filed on December 28, 1994 affecting part of the property contained in Willow Wood Lake, and whereas C & E Enterprises, Inc. reserved the right to change or cancel such covenants, and whereas such covenants may be in conflict or a duplication of these covenants, now therefore C & E Enterprises, Inc., a Nebraska corporation, hereby changes and

amends such "Declaration of Restrictive Covenants" to the extent they conflict with the Willow Wood Lake Restrictive Covenants.

27. Each individual plotted lot, except those used as commons or roadways, and except those owned by the Owners that are not occupied or are leased to long and short term tenants, shall be assessed an annual maintenance fee of \$350. Such fees shall be used for repairs and maintenance of the common areas and the roadways, or for other improvements the Owners deem necessary. Such fees shall increase by 10% per year of platted lot ownership.

28. No residence shall be located closer than fifteen feet from the side lot line, nor closer than thirty-five feet from the street lot line, nor closer than thirty-five feet from the shore line stake. Any residence in existence at the time of adoption of these Covenants shall be excepted from these set back requirements.

29. All homes shall have grass in front (road side) and on the side yards or have alternative landscaping which is approved by the Owners or the Willow Wood Lake Association.

30. State of Nebraska safety rules and regulations will be complied with when operating boats on the lakes. A current State Boat License is required. No one under fourteen years of age shall be allowed to operate a motor-powered boat. Age fourteen to sixteen shall be under constant supervision of an adult qualified operator. Only lot owners shall be allowed to have electric motor fishing boats on the lakes. Boats operating after dark shall comply with the State regulations. No air boats, jet boats, hydroplane or houseboats are permitted on the lakes. One and two man jet ski boats are prohibited from the lakes at all times. Pontoon boats will be allowed only by special permission of the Owners or the Willow Wood Lake Association. The privileges, rights, and enjoyment of the use of the lakes established on the premises do not include the use of gasoline motors on such lakes. No motor shall be allowed on such lakes except electric trolling motors. Maximum length of boats shall not exceed eighteen feet, pontoon boats will be excepted if permission for use is granted.

31. Swimming is confined to within thirty feet of the residential shore. Non swimmers shall wear a life jacket and be accompanied by a person capable of making a save. Small children

shall be accompanied by an adult while in the water and wear life jackets.

32. Life jackets must be worn by all boat or canoe operators and passengers.

33. All fishing shall be done in compliance with the Nebraska Game and Parks Commission rules and you must have a current Nebraska State Fishing License. Fishing shall only be done by lot owners and immediate family members. Guests accompanied by lot owners may also fish on the lakes.

34. Speed limit is not to exceed ten miles per hour unless otherwise posted. All posted signs must be obeyed. ATV's must stay on the roads and not exceed the posted speed limit.

35. No hunting will be permitted on the premises. Firearms may not be discharged on any of the premises.

36. Each lot owner shall provide guests and visitors with adequate parking within his or her lot.

37. No lots shall be subdivided nor shall any portion of any lot be sold. All lots shall remain in tact as platted.

38. No lot owner or tenant shall directly or indirectly interfere in any way nor remonstrate against the dredging of lakes or the pumping of sand, gravel, or other materials for the purpose of further development of the lakes and surrounding property. Such work shall be done in a manner that is not harmful to the other lakes in the subdivision and in compliance with these covenants.

39. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own or lease property in Willow Wood Lake.

40. The undersigned as Owners further agree that the covenants hereinafter set forth shall be in effect and apply to all real estate included in any plat of land located within such property from and after the date of approval of such plat by the City Council of the City of North Bend, Nebraska. These covenants shall remain in effect for a period of ten years from the date of this instrument and shall continue in effect for recurring periods of ten years each unless prior to the expiration of any ten year

period the owners of 60% of the total number of platted lots elect in writing to amend these covenants.

41. Under no circumstance shall adverse possession be used to change the boundaries or ownership of the platted lots, common areas, rights of way, or access roads. Any use by a lot owner of property beyond the platted boundaries of their lot shall be construed as being carried on with the continuing consent of the Owners which may be withdrawn by the Owners at any time.

42. Nothing in these covenants shall prohibit the Owners from granting permanent easements over the access roads or common areas to landowners whose property adjoins the subdivision on the south, to the owners of Tax Lots 44, 46, & 76, to individuals who hold long term leases on platted lots within the subdivision, or between individual platted lots within the subdivision.

43. Owners reserve the right to change or amend any or all of the covenants, conditions, or restrictions set forth in this instrument if, in their judgment, the development or lack of development makes that course necessary or advisable and upon the acquiesce in writing of 60% of the owners of the fee title to the property as then constituted.

Executed: February 29, 2000.

Allan L. Enfield
President, C & E Enterprises, Inc.

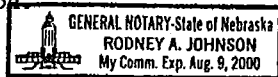
Allan L. Enfield
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President, Hallfield, Inc.

Carole L. Enfield
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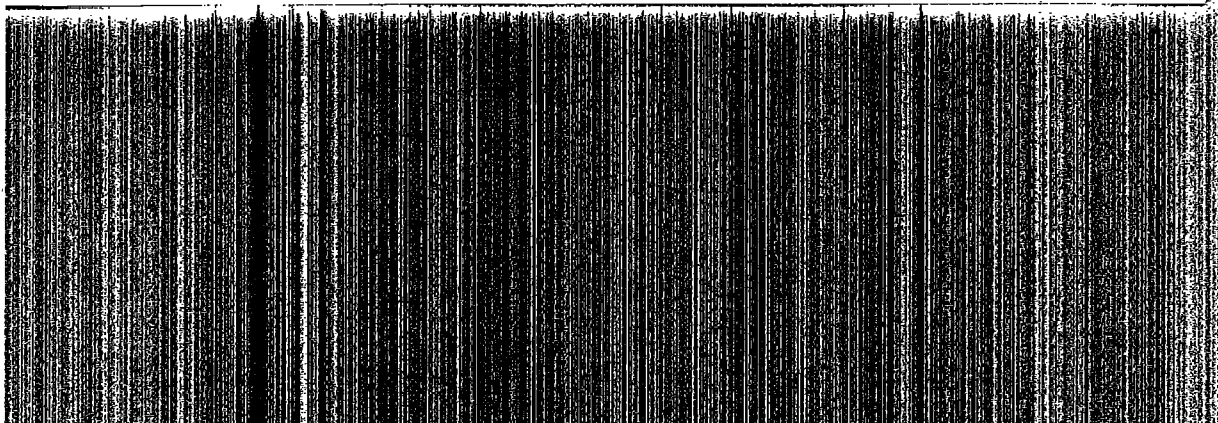
STATE OF NEBRASKA)
)ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on February 29, 2000 by Allan L. Enfield, President of C & E Enterprises, Inc., a Nebraska Corporation, on behalf of the Corporation



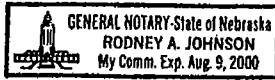
[Signature]
Notary Public

My commission expires: August 9, 2000.



STATE OF NEBRASKA)
)ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on February 29, 2000 by Allan L. Enfield, President of Hallfield, Inc., a Nebraska Corporation, on behalf of the Corporation.



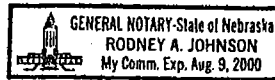
[Signature]

Notary Public

My commission expires: August 9, 2000.

STATE OF NEBRASKA)
)ss.
COUNTY OF DODGE)

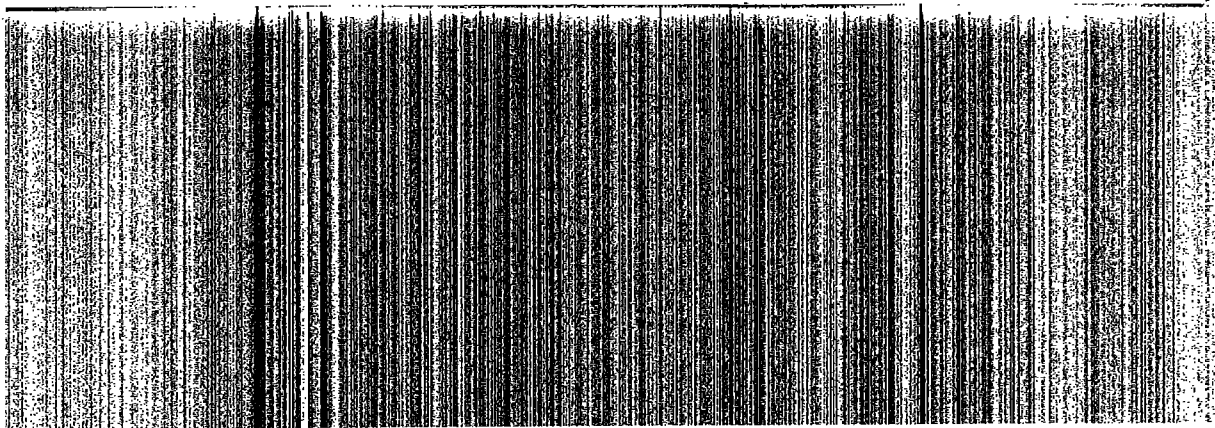
The foregoing instrument was acknowledged before me on February 29, 2000 by Allan L. Enfield and Carole L. Enfield, husband and wife.



[Signature]

Notary Public

My commission expires: August 9, 2000.



PERIMETER DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE N89°55'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 63.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NEBRASKA STATE HIGHWAY NO. 79, THIS BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON SAID WEST RIGHT-OF-WAY LINE ON A 1215.92 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 468.50 FEET, THE CHORD OF SAID CURVE BEARS S23°24'29"E A DISTANCE OF 465.62 FEET; THENCE S33°22'37"E ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 422.80 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 255, PAGE 599; THENCE S67°35'00"W ON SAID NORTH LINE, A DISTANCE OF 1118.16 FEET TO THE NORTHWEST CORNER OF SAID PREVIOUSLY DESCRIBED PARCEL; THENCE S00°00'33"E ON THE WEST LINE OF SAID PREVIOUSLY DESCRIBED PARCEL, A DISTANCE OF 41.01 FEET; THENCE S00°26'36"E CONTINUING ON SAID WEST LINE, A DISTANCE OF 710.18 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 188, PAGE 664; THENCE S67°59'18"W ON THE SOUTH LINE OF SAID PREVIOUSLY DESCRIBED PARCEL, A DISTANCE OF 300.97 FEET; THENCE S89°25'08"W, A DISTANCE OF 256.85 FEET; THENCE S84°31'21"W, A DISTANCE OF 233.85 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN A COURT DECREE IN DODGE COUNTY DISTRICT COURT, CASE NO. 26,326, DATED AUGUST 4, 1983, SAID POINT BEING 21.19 FEET NORTH OF THE SOUTHWEST CORNER OF THE PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 188, PAGE 664; THENCE NORTHERLY ON THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN A COURT DECREE IN DODGE COUNTY DISTRICT COURT, CASE NO. 26,326, DATED AUGUST 4, 1983, AS FOLLOWS; N00°02'45"E 429.17 FEET, N01°40'20"E 202.42 FEET, N05°28'53"W 90.26 FEET, N01°20'29"W 129.74 FEET, N01°23'18"E 255.45 FEET, N00°11'50"E 201.08 FEET, N01°52'14"W 196.65 FEET, N04°03'42"E 201.89 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND PREVIOUSLY REFERRED TO AS "PARCEL NO. 1", ON A SURVEY PERFORMED BY MARVIN L. SVOBODA, L.S. 489, DATED MAY 28, 1999; THENCE ON THE SOUTH LINE OF SAID PARCEL AS FOLLOWS; N71°40'34"E 226.76 FEET, S46°35'58"E 230.25 FEET, S75°38'41"E 136.73 FEET; THENCE S71°18'54"E, A DISTANCE OF 90.16 FEET TO A POINT ON THE WEST LINE OF TAX LOT 67; THENCE S30°25'21"E ON SAID WEST LINE, A DISTANCE OF 303.23 FEET TO THE SOUTH CORNER OF SAID TAX LOT 67; THENCE N28°39'02"E, A DISTANCE OF 146.44 FEET; THENCE N03°57'23"E, A DISTANCE OF 118.74 FEET; THENCE N02°06'53"E, A DISTANCE OF 183.06 FEET; THENCE N28°39'30"E, A DISTANCE OF 128.32 FEET; THENCE N44°D40'43"E, A DISTANCE OF 122.13 FEET; THENCE N64°54'10"E, A DISTANCE OF 122.81 FEET; THENCE N84°43'00"E, A DISTANCE OF 130.11 FEET; THENCE N07°07'30"E, A DISTANCE OF 155.61 FEET TO A POINT ON THE

6991

CENTERLINE OF VACATED 4TH STREET, AS PLATTED IN THE CITY OF NORTH BEND, SAID POINT ALSO BEING ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 6, BLOCK 68, ORIGINAL TOWN TO THE CITY OF NORTH BEND, THIS ALSO BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY REFERRED TO AS "PARCEL NO. 2", ON A SURVEY PERFORMED BY MARVIN L. SVOBODA, L.S. 489, DATED MAY 28, 1999; THENCE S89°48'33"E ON THE CENTERLINE OF SAID VACATED 4TH STREET, A DISTANCE OF 107.41 FEET TO POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 25.00 FEET OF LOT 8, OF SAID BLOCK 68, THIS ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NEBRASKA STATE HIGHWAY NO. 79; THENCE S19°16'18"E ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 48.76 FEET TO THE TRUE POINT OF BEGINNING.

