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DECLARATION OF RESTRICTIVE COVENANTS *Carol Stevens*  
REGISTER OF DEEDS  
DODGE COUNTY, NE

C & E ENTERPRISES, INC., a Nebraska corporation, doing business as Willow Wood Lakes, is the owner of real property located in Dodge County, Nebraska, and known by the designation of "Willow Wood Lakes", the legal description of which is as follows:

See attached description

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting the Willow Wood Lakes area, owner declares 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.

Use and Occupancy Restrictions

No lot or residence attached to such lot may be occupied and used except for residential purposes by the owner, his or her tenants, and social guests, and no trade or business shall be conducted therein.

Nuisances

No noxious, illegal, or seriously offensive activities shall be carried on in any part of the property, nor shall anything be done thereon that may or may become a serious annoyance or nuisance that may in any way interfere with the quiet enjoyment by each of the owners and/or tenants.

Vehicle Restrictions

No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck, boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than temporarily.

Signs

No sign shall be displayed to the public view on any portion

*Expired*

of the property except such signs as are approved by the owner, its successors or assigns.

#### Garbage and Refuse Disposal

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

#### Duration of Restrictions

Each and all of the restrictions, conditions and covenants contained in this instrument shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on or after January 1, 2015.

The restrictions, however, may be extended beyond the period stated by an instrument executed by the then-owners of 100% of the property included in the Willow Wood Lakes area as then made up.

#### General Residence Restriction

No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the property, or any part thereof, and any such dwelling house permitted on the premises shall be used only as a private residence. The permitted dwelling house and necessary outbuildings to be located on the property shall be in the style and form or appearance approved by the owner, or owners, in writing.

#### Restriction as to Character of Structures

No trailer, mobile home, modular home, trailer home, tent, shack, garage, or other movable structure may be erected to placed on the property, or any portion thereof, and be used as a residence, temporarily or permanently. No modular, kit, or prebuilt home shall be erected without the consent of the owner.

#### Restriction Against Use of Gasoline Motors on Lake

The privileges, rights and enjoyment of the use of the lake established on the premises do not include the use of gasoline motors on such lake. No motor shall be allowed on such lake except electric trolling motors.

#### Enforcement of Restrictions

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 the Willow Wood recreational area.

Right to Modify

Owner reserves the right to change or cancel any or all of the covenants, conditions or restrictions set forth in this instrument if, in its judgment, the development or lack of development makes that course necessary or advisable and upon the acquiesce in writing of 100% of the owners of the fee title to the property as then constituted.

Effective Date

These restrictive covenants shall be effective from and after the date that the same are recorded in the office of the Register of Deeds of Dodge County, Nebraska.

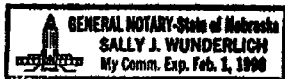
Dated: December 27, 1994.

C & E ENTERPRISES, INC.

By: Allan Entfield

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF Dodge )

On the 27 day of December, 1994, before me, a Notary Public in and for said county and state, came Allan Entfield, who is personally known to me to be the President of C & E Enterprises, Inc., a Nebraska corporation, the same person who executed the foregoing and acknowledged the execution of this instrument to be the act of said corporation.



Sally J. Wunderlich  
Notary Public

PART OF THE E $\frac{1}{2}$  SW $\frac{1}{4}$  AND PART OF THE SE $\frac{1}{4}$  NW $\frac{1}{4}$  ALL IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE 6th P.M., DODGE COUNTY, NEBRASKA, AND FURTHER DESCRIBED AS FOLLOWS: FROM THE CENTER OF SAID SECTION 7, THENCE N 90°00'W (ASSUMED BEARING) ON THE EAST-WEST  $\frac{1}{4}$  LINE OF SAID SECTION A DISTANCE OF 561.91 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 16.0 FEET OF THE EAST HALF OF COTTIERELL'S HOMESTEAD; THENCE N 0°13'20"E ON SAID EAST LINE A DISTANCE OF 496.63 FEET TO THE SOUTHERLY R.O.W. LINE OF THE UNION PACIFIC RAILROAD; THENCE N 86°51'10"W ON SAID R.O.W. LINE A DISTANCE OF 16.02 FEET TO THE WEST LINE OF THE EAST HALF OF SAID COTTIERELL'S HOMESTEAD; THENCE S 0°13'20"W A DISTANCE OF 487.51 FEET TO A POINT 10.0 FEET NORTH OF SAID EAST-WEST  $\frac{1}{4}$  SECTION LINE; THENCE N 90°00'W PARALLEL WITH SAID  $\frac{1}{4}$  SECTION LINE A DISTANCE OF 729.91 FEET TO THE EAST LINE OF THE PROPERTY DESCRIBED IN A COURT DECREE IN DODGE COUNTY DISTRICT COURT CASE NO. 26,326 DATED AUGUST 4, 1983; THENCE ALONG SAID EAST LINE AS FOLLOWS:

S 0°28'40"E A DISTANCE OF 370.94 FEET;

S 4°04'30"W A DISTANCE OF 231.22 FEET;

S 1°54'38"E A DISTANCE OF 196.99 FEET;

S 0°11'39"W A DISTANCE OF 201.08 FEET;

S 1°23'07"W A DISTANCE OF 255.45 FEET;

S 1°20'40"E A DISTANCE OF 129.74 FEET;

S 5°29'37"E A DISTANCE OF 90.11 FEET;

S 1°34'34"W A DISTANCE OF 202.26 FEET;

S 0°03'38"W A DISTANCE OF 450.36 FEET; THENCE N 87°58'30"E

A DISTANCE OF 106.04 FEET; THENCE S 28°51'25"E A DISTANCE OF 54.72 FEET;

THENCE N 82°11'37"E A DISTANCE OF 204.45 FEET; THENCE N 67°59'48"E A

A DISTANCE OF 468.08 FEET TO A POINT ON AN EXISTING FENCELINE; THENCE

N 0°27'17"W ON SAID FENCELINE A DISTANCE OF 710.14 FEET; THENCE CONTINUING

ON SAID FENCELINE N 0°01'42"W A DISTANCE OF 446.28 FEET; THENCE N 30°27'27"W

A DISTANCE OF 303.23 FEET; THENCE N 8°34'32"W A DISTANCE OF 68.42 FEET TO THE

SOUTHWEST CORNER OF A SURVEY MADE BY JAMES L. COEN DATED APRIL 6, 1981; THENCE

ALONG THE WEST LINE OF SAID SURVEY AS FOLLOWS:

N 04°12'04"W A DISTANCE OF 113.90 FEET;

N 11°07'02"E A DISTANCE OF 56.50 FEET;

N 42°11'04"E A DISTANCE OF 51.20 FEET;

N 58°42'09"E A DISTANCE OF 85.95 FEET;

N 37°05'09"E A DISTANCE OF 43.50 FEET; THENCE S 88°27'42"E

ON THE NORTH LINE OF SAID SURVEY A DISTANCE OF 34.00 FEET TO AN EXISTING FENCE

LINE; THENCE N 0°16'32"W ON SAID FENCE LINE A DISTANCE OF 187.03 FEET TO THE

EAST-WEST  $\frac{1}{4}$  SECTION LINE; THENCE N 90°00'W A DISTANCE OF 15.00 FEET TO THE

POINT OF BEGINNING;

CONTAINING 35 ACRES, MORE OR LESS.