

WASHINGTON COUNTY NEBRASKA  
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(16 Pages)  
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Carolyn M Stodola, Register of Deeds

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October 2020

Amended and Substituted Protective Covenants  
Per 2019 Vote of Legal Title Holders

The following Amended Protective Covenants are adopted for all lots in Blocks 1 through 32, inclusive, LAKELAND ESTATES, a subdivision in Washington County, Nebraska. All lots contained in such subdivision are and shall henceforth be owned, held and used and conveyed subject to the following conditions and protective covenants,

Covenant 1- 38 some were amended and some were repealed by a majority vote at the August 5, 2019 Annual Meeting.

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1. All lots shall be used exclusively as residential lots except Lot 1, Block 14, which may be used for commercial use. No part of said dwelling shall be nearer than 25 feet from the front lot line, 7 feet from each side lot line and 25 feet from the rear line. The setback from lot lines on corner lots shall be 25 feet in front and 15 feet from all other roads. All dwellings shall be constructed facing the street upon which they are built except earth shelter homes, and shall have one door at least 36 in. wide and one window that exists on the street side of the dwelling, said door shall be located so that entry may be gained to the main living area of the dwelling without passing through garage, laundry, kitchen or utility service area. Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records before construction begins.

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2. Storage sheds, carports, detached garages and other outbuildings shall be located no closer to roads than front foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property. Buildings, in addition to homes, built on any lot cannot exceed 15 feet high sidewalls nor exceed the height of the house. Exterior material finish of the building must match that of the house. Fences: Rear yard fences are restricted to a height not to exceed six feet, and may not continue at that height into the front yard of any residence. Front yard fences are not to exceed four feet in height. Front yards are defined as that property or yard area that is located from the front edge of the dwelling foundation and the street passing the residence. Front yard fences shall not be constructed in the Lakeland easement area of each residential lot. Front yards on properties defined as corner lots must meet the four feet height requirement on both streets and fencing material must be an open pattern so as to not hinder the view or approaching vehicle drivers.
3. When improvements are erected on any lot in this subdivision, the owner shall at the same time construct and connect said improvement to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska. When sewage disposal facilities are installed on any lot adjoining the Lake, septic tanks and absorption fields must be between the dwelling and the road.
4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any lot.
5. All materials used in construction of any building on any lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by the appropriate governing body of Washington County, Nebraska or any other applicable political subdivision which now or may have jurisdiction over the building codes of Lakeland Estates. In such case, the provisions of such applicable building

code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

6. No dwelling shall be constructed on any lot with less than 850 square feet of floor space on the main level in Blocks One (1) through Thirty-two (32) inclusive EXCEPT on Lots One (1) through Nineteen (19) in Block Seven (7); Lots One (1) through Thirteen (13) in Block Twenty (20); Lots One (1) through Seventeen (17) inclusive in Block Twenty-five (25); and Lots Eleven (11) through Twenty (20) inclusive in Block Twenty-six (26) where floor space shall not be less than 1,000 square feet, said floor space, except porches and porticos, include only actual living space under an enclosed roof on one (1) or one and one-half (1 ½) or two (2) story dwellings on the ground floor. No basement shall be occupied as a residence until the dwelling is completed. Trailers, doublewide trailers or factory-built modular homes shall not be allowed as a residence dwelling. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type. Any dwelling including attached garages shall have a complete foundation beneath all load-bearing walls, which foundation shall extend below frost line and otherwise meet all requirements of all building codes in effect.
7. No dwelling shall be constructed on any lot, which is more than two stories in height above ground level.
8. In addition to the easements for utilities shown on the recorded plat of Lakeland Estates, there shall also be reserved a five (5) foot strip along each lot line of each lot in said subdivision. All public utilities shall have the right to use and occupy those areas designated as lanes and drives in said platting, the same as if they were dedicated public Lanes and Drives.

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9. DELETE #9 No signs may be placed or maintained on any residential lot other than the name or names of the owners and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said lot.
  
10. No livestock, farm or exotic animals will be permitted within Lakeland Estates Subdivision. No stable or other shelter for any animal, livestock or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs, cats or other household pets maintained within the dwelling must be confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner except on leash.”

11. The owner of each lot shall mow and keep his lot free of weeds and underbrush. In event the owner fails to mow said weeds and underbrush, Lake Arrowhead, Inc. or its agents, shall have the right to mow said lot for the remainder of such calendar year and charge a reasonable fee at Board decision for such service which shall become a lien against the real estate. In event Lake Arrowhead, Inc. mows weeds and underbrush; it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners who designate to have their lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by law per annum from the date the charges become delinquent, thirty (30) days after levy, until paid. Dead and diseased trees or tree limbs in way of mowing shall be removed by the owner from any developed or any undeveloped lot. If lot owner fails to remove the same upon 30 day written notice to the lot owner the fee charged by Lake Arrowhead, Inc. or its contractor to remove dead or diseased trees from owners lot shall become a lien against the real estate.

12. Added to end of Covenant#1 Complete building plans are to be approved by Lake Arrowhead, Inc., or its agents, including a sewage disposal field location plan for permanent records before construction begins.

13. All property owners must abide by rules and regulations as to use of Lake Arrowhead as promulgated by Lake Arrowhead, Inc. For the purpose of future maintenance and improvement of the subdivision, each lot owner, including the developer shall:

a. Automatically receive one certificate of membership in Lake Arrowhead, Inc. for each lot owned in said subdivision.

b. Pay an annual assessment or special assessment as determined by majority vote of the certificate holders present at the annual meeting of certificate holders. The annual assessment shall be used for maintenance of Lake Arrowhead and all other public improvements within Lakeland Estates. The special improvement assessment shall be used to pay for capital expenditures incurred to extend or preserve the useful life or preserve the structural integrity or safety of the Clubhouse, Lake Arrowhead dam/lake, Lake Arrowhead road system or other public

improvements within Lakeland Estates. All assessments shall be due upon levy and shall be and become a lien against each lot in said subdivision until discharged by payment in full. All assessments shall become delinquent if not paid within sixty (60) days after levy; provided, however, a special improvement assessment may become delinquent in equal annual installments over such periods of years, not exceeding ten, as a majority of the certificate holders present at the annual meeting may determine at the time of making the levy. Delinquent assessments shall draw interest at a rate up to the highest rate allowable by law per annum from the date the charges become delinquent until paid.

- c. In event a lot owner defaults under his Contract for Deed, he agrees to transfer his certificate of membership to Lake Arrowhead, Inc.

Lake Arrowhead, Inc. ("LA") is hereby authorized to borrow the approximate sum of Six Hundred Fifty-seven Thousand Dollars (\$657,000.00) ("Loan") from Washington County Bank ("Bank") for the purpose of funding the repair and reconstruction of certain roads located in the real property subdivision described as Lakeland Estates, a subdivision in Washington County, Nebraska. Such repair and reconstruction shall be affected by asphalt overlay. Interest on said Loan shall not exceed Seven Percent (7%) per annum, and said Loan shall be repaid in six (6) equal annual installments, commencing November 2005, and payable on the same date of the succeeding five (5) years.

Repayment of the Loan shall be secured by each of the following:

- a) A Deed of Trust on the clubhouse facility ("Clubhouse") owned by LA, which Clubhouse is legally described as Lakeland Estates, 2<sup>nd</sup> ADD Lot 1 Block 14 12K PC 1.
- b) A security interest in (i) all assessments ("Assessments"). annual or otherwise, payable by the shareholders (the term "Shareholders" shall include shareholders, members, and certificate holders of LA) and (ii) the savings account or certificate of deposit (either, "Account") described in © of this Amendment, until all sums due and owing to Bank in connection with said Loan are paid in full;
- c) An interest-bearing savings account or certificate of deposit maintained by LA at the Bank in an amount not less than Twenty-

five Percent (25%) of an annual installment payable by LA to the Bank pursuant to the Loan; and

- d) An assignment by LA to Bank of any liens that may be assessed by LA pursuant to these Covenants as the result of the failure of a Shareholder to pay any Assessment levied pursuant to these Covenants.

The aggregate amount of the Assessments levied annually by LA shall not be less than the amount of each annual installment payable by LA pursuant to the Loan until all indebtedness due and owing pursuant to the Loan is paid in full. Assessments levied by LA shall be utilized only to pay annual installments that are payable pursuant to the Loan, provided, in the event that the amount of Assessments received by LA during any year exceeds the amount required to be paid to Bank for such year pursuant to the Loan, LA may utilize such excess for such other purpose as LA deems appropriate. (The authorization granted in the preceding sentence shall not permit LA to expend any sums that are subject to a security interest for the benefit of Bank.)

The terms, provisions, and conditions of this Amendment are irrevocable and may not, without the prior written consent of bank, be modified or amended in any respect until the entire indebtedness due and owing to Bank pursuant to the Loan has been paid in full.

Additionally, any provisions included in these Covenants that provide (i) that Assessments not paid by a Shareholder shall constitute a lien upon the lot(s) owned by such Shareholder in Lakeland Estates, and (ii) that a Shareholder shall transfer to LA such Shareholder's Certificate of Membership upon failure to pay Assessments levied by LA, may not be modified or amended in any respect until all indebtedness due and owing pursuant to the Loan is paid in full.

Current President of LA, is hereby authorized to execute and deliver to Bank any and all documents required by Bank in connection with the Loan ("Loan Documents"), including but not limited to, the following:

- a) A Promissory Note evidencing the Loan;
- b) Deed of Trust securing a lien for the benefit of the Bank on the Clubhouse; and
- c) Security Agreement granting to Bank a security interest in the Assessments, the Account, and any liens that may be created as the result of the failure of a Shareholder to pay any Assessment,

Upon such terms and conditions as shall be approved by said President, his approval to be conclusively established by his execution thereof. The President is further

authorized and empowered to execute such additional documents and to take such other and further action as may be required to effectuate the purpose and intent of this Amendment. Any successor-in-interest to the President shall be vested with all power and authority granted by this Amendment. Notwithstanding any term or provision contained in the Bylaws of LA, the President, acting singularly, may execute each of the Loan Documents, and it shall not be necessary to affix the corporate seal to any Loan Document.

14. Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.
15. These covenants may be amended at any time by vote of a majority of the legal title holders of lots within said subdivision, at a meeting called by any lot owner for that purpose. Each legal title owner shall have one vote at such meeting, and in the event of multiple ownership of any lot, there shall be only one vote per lot.
16. These protective covenants are adopted for benefit of each lot owner in the subdivision and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until January 1, 1990. At such time, they shall automatically be extended for successive periods of ten years, unless by vote of the majority of the then legal title owners of the lots, it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.
17. Invalidation of any one of these covenants by judgment of Court order shall in no way affect the other protective covenants which shall remain in force and effect.
18. Earth sheltered homes shall meet the following additional requirements:

- a. A minimum of 18 inches of earth shall cover the roof of dwelling or roof shall have a minimum slope of 2 inch per foot. Exposed roofs shall be finished in either lapped shingles, tiles, or white gravel embedded in a food coat of hot roof tar. Roll type roofing is not acceptable as a finish roofing material.
- b. All habitable rooms within dwelling have exterior glazed openings to allow for natural light and ventilation. Such glaze openings shall be equal to or greater than one-tenth of the floor space in each room, but not less than 10 sq. ft. per room. Bathrooms, laundry rooms, and similar type rooms shall have openable exterior openings for natural ventilation equal to or greater than one-twentieth the floor space of each such room but not less than 1 1/2 sq. ft. per room. In lieu of natural ventilation for bathrooms, laundry rooms and similar type rooms, mechanical ventilation connected directly to the outside and capable of providing five complete air changes per hour may be provided.
- c. Earth sheltered homes must be built on a lot sloping with final grading to ensure that water will positively drain off of lot without pumping or other methods which may lead to ponding water.
- d. All entrances to dwelling shall be at or near the main floor level of dwelling and shall not be located higher than eave of dwelling on the side entrance is located. In no case shall an entrance be recessed in a well or above a roof. The main entrance to an earth shelter type home need not be on the street side of dwelling:
  - (1) Lot slopes away from the road, making entrance on street side impractical.
  - (2) No other entrance is located on street side of dwelling.
  - (3) No more than 25% of structure wall is visible above grade on street side of dwelling.

No materials commonly used in construction of basements, such as steel windows or concrete block, etc., shall be allowed on the side of the dwelling facing the street, nor shall it be used predominantly on any other portion of dwelling visible above grade. Utility entrances to the dwelling shall be buried.

- e. Earth shelter type dwellings shall have a minimum of 850 sq. ft. on the level served by the main entrance. Should any portion of dwelling extend more than four feet above grade, that portion of dwelling shall also be a minimum of 850 sq. ft., in area except for 1000 sq. ft. minimum building area in lots as stated in Covenant #6 above.
  - f. Storage sheds, carports, garages and other outbuildings shall be constructed in a similar manner and in no case shall the roof of such structure be higher than the main roof of the dwelling. Detached garages for earth shelter type homes may be located on the street side of the dwelling providing that the main entrance to dwelling is also on the street side, and that garage doors do not face the street.
  - g. Off street parking shall be provided for all dwellings, and parking shall be provided in such a manner that the roof of parked vehicles shall not extend higher than the roof peak of dwelling.
  - h. Plumbing vents shall be located as close to center of dwelling, and as high as possible to aid in control of odors. Under no circumstances shall vents be located closer than 10 feet from the edge of eaves, nor closer than 20 feet from property lines.
  - i. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance to local building codes, but in no case termination of chimney be lower than 6 feet above the ground or closer than 20 feet from property lines.
19. DELETE #19 These amended and substituted protective covenants shall be submitted for any and all protective covenants adopted by Lakeland Estates.
20. Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation.

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21. New dwellings constructed on same road on any given block where dwellings are existing, said new dwelling will have the same setback from the road as the nearest existing dwelling so as to present a neat and orderly appearance, except where placement of the septic system would necessitate a variation.

22. The storage or long-term parking of any motor vehicle, boat, trailer, snowmobile, motor home or any other motorized or non-motorized apparatus on the platted roads within Lakeland Estates is prohibited other than on a temporary basis not to exceed 48 hours.

23. ALL ANIMALS within the Property Boundaries of Lakeland must be registered at the Lake Arrowhead Office:

\*Owner Address

\*Animal Name, Breed, and Color

\*Copy of Rabies Vaccinations, Tag, or Vet papers

Owner is responsible for updates or change of status. You will be required to register when dues are paid in person or by mail.

24. WAS DELETED/REPEALED AUG 4, 2008 No unlicensed, uninsured person may operate any motor Vehicle, car, truck, dirt bike, ATV, go-kart, mini-bike, etc. on any Lake Arrowhead, Inc. property without parental supervision.

25. It shall be unlawful for any person to discharge or release any instrument, to exclude fireworks, which propels a projectile across or into any public place or into the private property of any other person.

26. Repair of boats, automobiles, trucks, campers, or similar vehicles shall not be allowed outdoors on any lot at any time, not to exceed a period of 48 hours, nor shall unlicensed or non-functioning vehicles be visible, parked, or abandoned on any lot.

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27. Lakefront lot owners shall be responsible for maintenance, soil retention, and to take measures to prevent soil erosion from shoreline abutting their lot. Also, any boat docks must be maintained in such a manner as to not distract from the lake and also should not become a safety hazard.

28. Lake Arrowhead, Inc. shall have the right to repair or remove any culvert that obstructs the natural flow of water. If such occurs, such obstruction may be removed by Lake Arrowhead, Inc., and lot owner shall be charged accordingly. If the lot owner does not correct the problem to meet the specifications of Lake Arrowhead, Inc., the fee charged by Lake Arrowhead, Inc. or its contractor to remove such obstruction; if unpaid by lot owner, shall become a lien against the real estate.

29. All lots and ditches, between lots and the shoulder of the road, shall be maintained by lot owner in a tidy and functional manner; and if said property is not properly maintained, Lake Arrowhead, Inc. may provide such maintenance as it deems necessary, that cost for same will be paid by lot owner upon billing by Lake Arrowhead, Inc. The fee charged to the lot owner by Lake Arrowhead, Inc. or its contractor to maintain this property area, if unpaid by lot owner shall become a lien against the real estate.

30. Any lot owner damaging the Lakeland Estates roads will be responsible to pay for such damage caused. The damage will be repaired by Lake Arrowhead, Inc. or its agents and the fee for such service shall become a lien against the real estate.

31. DELETE #31 Noise shall be subject to regulation and control by Lake Arrowhead, Inc. Noise emitting vehicles, toys and speakers shall not be permitted where they infringe upon the tranquility of Lakeland Estates. Lake Arrowhead, Inc. shall be the sole authority on determining "appropriate" noise levels on an individual basis.

32. Designate Grasshopper Park (Lots 1 & 13 in Block 16), North Beach (Lot 20 in Block 7, Lot 1 in Block 20) and South Beach (Lot 21 in Block 26) as permanent park areas.

33. Added to end of Covenant #2: Buildings, in addition to homes, built on any lot cannot exceed 15feet high sidewalls nor exceed the height of the house. Exterior material finish of the building must match that of the house.

34. COMMERCIAL VEHICLES. No commercial vehicles with a gross vehicle weight rating (GVWR) of 10,000 lbs. or more, including cube vans, box vans, moving vans or vehicles requiring a commercial drivers license, shall be kept or stored upon any lot or right of way within Lakeland Estates, or parked overnight on any lot in said subdivision, or used as a base of operations, unless actually involved in a construction or maintenance project on any real property located in Lakeland Estates. "Commercial vehicle" for this purpose shall include a vehicle used primarily for business or other commercial purposes.

No trailers, used primarily for commercial or business purposes, shall be parked overnight or stored on any lot within Lakeland Estates.

No storage or parking of any construction or commercial landscaping related equipment on any lot or right of way within Lakeland Estates, excepting such equipment, which is actively involved in providing construction related services at any lot or at the request of the Lakeland Estates Owners Association.

Nothing in this covenant shall be construed to include pickup trucks or vans with a GVWR of 10,000 or less, which may be used for commercial purposes by residents of Lakeland Estates.

35. A late fee of \$10.00 per lot, per month, will be assessed against any lot subject to delinquent assessments, at the time a Notice of Lien is filed with the Register of Deeds and until the assessments, interest, and late fees are paid in full.

36. The Board of Directors of Lake Arrowhead, Incorporated, is authorized to regulate the operation of motorized vehicular traffic upon the common roads, property, and rights-of-way of Lake Arrowhead, Incorporated, and may prohibit the operation of any motorized vehicle upon the common property of Lake Arrowhead, Incorporated, that is prohibited from operation on the public highways of the State of Nebraska and may prohibit the operation of any motorized vehicle upon the common property of Lake Arrowhead, Incorporated, by any person who is prohibited from operating a motorized vehicle on the public highways of the State of Nebraska. Any operation of any motorized vehicle in violation of the rules and regulations promulgated by the Board of Directors of Lake Arrowhead, Incorporated, pursuant to this Protective Covenant, shall be considered without license or privilege to do so and shall constitute a trespass upon the property of Lake Arrowhead, Incorporated, subjecting any person in violation to all applicable criminal penalties or civil remedies available by law. All costs incurred by Lake Arrowhead, Incorporated, to secure compliance with this covenant shall be assessed against the offending shareholder and any real property subject to the Protective Covenants shall be subject to lien to collect such assessment.

37. The Board of Directors of Lake Arrowhead, Incorporated, and its agents, are authorized to prohibit operation of motorized vehicles at places and locations and under conditions likely to cause damage to the slopes, structures, dam appurtenances and common property of Lake Arrowhead, Incorporated, and, upon violation of such prohibitions, the Board of Directors may assess against any shareholder who violates such prohibitions as liquidated damages the sum of One Hundred Dollars (\$100.00) per occurrence. Such damage assessment shall not constitute a waiver or forfeiture of other remedies available to collect damages and shall subject the real property of the offending shareholder subject to these Protective Covenants to collection by lien. All costs incurred by Lake Arrowhead, Incorporated, to secure compliance with this Protective Covenant shall also be assessed against the offending shareholder. Enforcement of Covenants numbered 1 to 38, may be by action of the Board of Directors or agent to impose liquidated damages. Because the measurement of damages is not subject to precise calculation, the sum of One Hundred Dollars (\$100.00) per day per violation is established. Non-compliant certificate holders shall be notified by United States Mail of the date of first assessment of damages, but in no event less than thirty (30) days prior to mailing of the notice. Compliance before that date will terminate proceedings to assess damages. One notice shall be required for continuous violations. Liquidated damages assessed, but not paid, shall constitute a lien upon the real property subject to these covenants, of the offending certificate holder. Action to impose liquidated damages shall not limit or waive other remedies at law to enforce compliance with these covenants by the Board of Directors or agent or any other parties in interest. All certificate holders shall be strictly liable for conformance with these Covenants by their tenants or lessees.

38. During the winter months it is even more important to keep the streets cleared of vehicles. Parking regulations are strictly enforced during the winter months to ensure that streets remain accessible for snow plows, fire apparatus, medical and police protection as well as normal traffic flow. During winter driving seasons, to avoid being towed, please park in accordance with the winter months parking regulations.

During winter months, parking is prohibited on streets

☐ Parking in any manner closer than 3 feet to the street is prohibited.

☐ Disabled cars, blocking the roadway, must be removed as soon as possible.

☐ Cars parked in driveways must not extend to within 3 feet of the street. These covenants are to take effect October thru April. Violators are subject to towing. Any vehicle parked in violation of this section is declared a nuisance, a danger and an interference. Lakeland board has the authority to tow the vehicle if it is parked in violation of this covenant. Expenses incurred in the towing and storage of such vehicle shall be paid by the registered owner. The purpose of these requirements is to ensure public safety and to allow for expeditious clearing of snow and ice from streets.

