

WASHINGTON COUNTY NEBRASKA
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AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LAKELAND ESTATES, A SUBDIVISION IN WASHINGTON COUNTY, NEBRASKA

This AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made effective on this ~~[DATE]~~ ^{August 5, 2024}, by Lakeland Estates, Inc. These covenants, conditions, and restrictions were amended and adopted by a majority vote at the Annual Shareholder Meeting held on ~~[DATE]~~ ^{August 5, 2024}. (19)

The following covenants, conditions, and restrictions are adopted for all lots in Blocks 1 through ~~38~~ ^{38, 39} 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 covenants, conditions, and restrictions.

Filed on 12th day of December, 2024, Washington County Register of Deeds Office. Blair, NE

Return document:
LAKE ARROWHEAD
4861 Lakeland Dr.
Blair, NE 68008

DEFINITIONS

- 1.1 "Annual Meeting" shall mean and refer to a meeting held on the first Monday of August at the Lake Arrowhead Clubhouse at 4861 Lakeland Drive.
- 1.2 "Assessments" shall mean and refer to all regular assessments and special assessments.
- 1.3 "Board" shall mean and refer to the Lakeland Board of Directors
- 1.4 "Common Property" shall mean and refer to all real property for the common use and enjoyment of Shareholders, which is owned by Lake Arrowhead, Inc.
- 1.5 "Improvement" shall mean and refer to any permanent building or structure erected on a Lot.
- 1.6 "Lake" shall mean and refer to Lake Arrowhead
- 1.7 "Lot" shall mean and refer to each and any lot as platted in the Lakeland Estates subdivision regardless of Improvement status.
- 1.8 "Owner" shall mean and refer to any person who owns either solely or jointly any Lot.
- 1.9 "Shareholder" shall mean and refer to an Owner of a Lot who is current on all dues and has no outstanding balance for Assessments.
- 1.10 "Special Meeting" shall mean and refer to a meeting called pursuant to Bylaws of Lake Arrowhead, Inc.
- 1.11 "Unimproved Lot" shall mean and refer to any Lot that does not contain a residence or dwelling.

ESTABLISHMENT AND PURPOSE

2.1 These protective covenants are adopted for benefit of Shareholders 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.

2.2 These covenants shall remain in force and effect unless by vote of the majority of Shareholders agree by majority at an Annual Meeting or Special Meeting to change said covenants in whole or in part. These protective covenants cannot be amended concerning those sections pertaining to public utilities easements.

2.3 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.

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership: Each Owner of a Lot which is subject to these covenants, conditions, and restrictions shall be considered a Shareholder until such time as his or her ownership ceases for any reason. Such membership shall be appurtenant to and pass with the ownership of each Lot.

3.2 Voting: Each Shareholder shall be entitled to one vote for each Lot owned. If a Lot is owned by more than one person, any Owner may cast the applicable vote. An Owner may assign all of his or her voting rights attributable to a particular Lot to a Proxy in via written, notarized form. If more than one Owner casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

3.3 Default: In event a Lot Owner defaults under their Contract for Deed, they will not be considered a Shareholder and shall have no voting rights.

ASSESSMENTS

4.1 Purpose of Assessments: The annual assessment shall be used for maintenance of the Lake 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, the Lake, Lake Arrowhead road system or other public improvements within Lakeland Estates.

4.2 Time and Manner of Annual Assessments: Each Shareholder shall be responsible for payment of an annual assessment as determined by majority vote of the Shareholders present at the Annual Meeting. 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.

4.3 Special Assessments: In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special improvement assessment. Such special improvement assessment shall have the consent of the majority of Shareholders present at the Annual Meeting or voting by proxy at such Annual Meeting. Such consent shall be obtained prior to the incurring of any such cost. Special assessments shall be due and owing thirty (30) days from the date of mailing of special assessment bills. Such special assessments may become delinquent in equal annual installments over such periods of years, not exceeding ten, as a majority of the Shareholders 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.

4.4 Borrowing Authority: In the event of an emergency, as determined by a unanimous vote of the Board, Lake Arrowhead, Inc. may borrow up to a sum of one million dollars (\$1,000,000.00) for the purpose of repairing, reconstructing, maintaining, or preventing damage or destruction to the Clubhouse, Lake Arrowhead dam, the Lake, Lake Arrowhead road system, or other public improvements within Lakeland Estates.

Repayment of a Loan may be secured by any or all of the following:

- (a) A Deed of Trust on the Clubhouse facility;
- (b) A security interest in any Assessments payable by Shareholders;
- (c) Any interest-bearing savings account or certificate of deposit maintained by Lake Arrowhead, Inc.;
- (d) An assignment of any liens that may be assessed by Lake Arrowhead, inc. pursuant to these Covenants.

The current president of the Board shall have the authority to execute and deliver all documents required by the lender in connection with a Loan including but not limited to:

- (a) A promissory Note;
- (b) Deed of Trust securing a lien on the Clubhouse;

- (c) A security agreement granting a security interest in any assessments, liens or accounts.
- (d) Any documents required to effectuate the purpose and intent of the Loan.

4.6 Late Fee: 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.

USE RESTRICTIONS

5.1 Permitted Use: 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 inches 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. No dwelling shall be constructed on any lot, which is more than two stories in height above ground level. 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.

5.2 Building Materials: 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 has 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.

5.3 Building Planning: Adjacent dwellings shall be dissimilar in floor plans, room arrangements, and front elevation. 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. 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. All buildings must be completed on the outside within six (6) months after the commencement of construction of any type.

5.4 Dwelling Restriction: 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.

5.5 Earth Sheltered Homes: 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 square foot 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 if:

- (1) Lot slopes away from the road, making entrance on street side impractical,
- (2) No other entrance is located on street side of dwelling, and
- (3) No more than 25% of structure wall is visible above grade on street side of dwelling.

e. 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.

f. 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 #5.3 above.

g. 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.

h. 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.

i. 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.

j. Chimneys shall be located as high as possible to minimize drifting smoke over adjacent properties and roads. Installation shall be in accordance with 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.

5.6 Outbuildings: 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. Shipping and/or storage containers may not be used as an outbuilding or otherwise stored on any Lot for more than 30 days. 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.

5.7 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 not to hinder the view of approaching vehicle drivers.

5.8 Septic: 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.

5.9 Refuse: No unused building materials, equipment, machinery, vehicle parts, junk or rubbish shall be left exposed on any Lot with the exception of lots under construction. When under construction, building materials shall be stored in as neat and inconspicuous manner as possible. Should an accumulation of

materials be deemed unsightly by a majority of the Board, the Board shall notify the Owner in writing of said defect and provide reasonable time for Owner to remedy defect, but not less than 30 days.

5.10 Unimproved Lot: No unused building materials, vehicles, campers, junk, rubbish or similar shall be stored or left on any Unimproved Lot which is not adjacent to a Lot containing a dwelling which belongs to the same Owner. When under construction, building material shall be stored in as neat and inconspicuous manner as possible.

5.11 Maintenance of Lot and Improvements: Each Owner shall maintain or cause to be maintained and kept in good repair, at the Owner's expense, the Lot and all Improvements thereon in a well-maintained, clean, neat and attractive condition at all times. Damage shall be repaired in a timely manner. Should a Lot be deemed in violation of this covenant by a majority of the Board, the Board shall notify the Owner in writing of said defect and provide reasonable time for Owner to remedy defect, but not less than 30 days.

5.12 Inoperable Vehicles: Repair and storage of boats, automobiles, trucks, campers, or similar vehicles shall not be allowed outdoors on any lot for a period of more than 48 hours. No unlicensed or inoperable vehicle shall be visible, parked, or abandoned on any lot. A vehicle shall be determined to be inoperable if it does not have a current state license plate or if it has a current state license plate but is disassembled or wrecked in part or in whole and is unable to move under its own power. This restriction shall not apply to any vehicle which is parked or stored inside of a completely enclosed building.

5.13 Vegetation: 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 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. If 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 shall become a lien against the real estate.

5.14 Animals: 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. 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.

5.15 Animals – Registration: All animals permanently residing within the property boundaries of Lakeland shall be registered at the Lake Arrowhead Office. Registration information shall include animal

owner's name and address; animal name, breed, and color; proof of the animals rabies vaccination. The animal owner is responsible for updates or change of status.

5.16 Roads: Lake Arrowhead, Inc., shall own and maintain Lake Arrowhead and the road system in Lakeland Estates.

a. The Board is authorized to regulate the operation of motorized vehicular traffic upon the common roads, property, and rights-of-way of Lake Arrowhead, Inc., and may prohibit the operation of any motorized vehicle upon Common Property which is prohibited from operation on the public highways of the State of Nebraska and may prohibit the operation of any motorized vehicle upon Common Property 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 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, Inc., 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.

b. The Board is 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 and, upon violation of such prohibitions, the Board 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.

5.17 Road Damage: 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.

5.18 Parking: 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.

5.19 Winter Parking: 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. The Board shall have the authority to tow any vehicle 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.

5.20 Ditches: Ditches between lots and the shoulder of the road, shall be maintained by the 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.

5.21 Culverts: 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.

5.22 Easements: 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.

5.23 Prohibition of Short-term Rental: No dwelling, structure, or portion of any dwelling or structure shall be rented or leased for a term of fewer than ninety (90) days. Any lessee or tenant shall be subject to these covenants jointly and severally with the property owner., Owners found to be in violation of this covenant shall be subject to a fine pursuant to Covenant #37. It is the purpose of this covenant to limit short-term rentals of properties so as to preserve property value and maintain a homeowner-resident community.

5.24 Projectiles: 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.

5.25 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 driver's 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.

5.26 Lakeshore Maintenance: Lakefront Lot Owners shall be responsible for maintaining the portion of lake frontage in a reasonable and prudent manner including preventing debris from entering the Lake and preventing soil erosion by taking reasonable measures to ensure soil retention.

5.27 Docks: Any boat dock or floating dock shall be erected in a manner which is not distracting from the lake and does not pose a safety hazard to boats or swimmers.

5.28 Watercraft: Only non-motorized watercraft and watercraft powered by electric engines are permitted for use on the Lake. Watercraft powered by gas engines are prohibited. No watercraft on the Lake shall make a wake or travel faster than five (5) miles per hour.

5.29 Watercraft Registration: No motorized watercraft shall be operated on the Lake without registration. Registration of motorized watercraft shall be completed with Lake Arrowhead, Inc. Watercraft registration shall be restricted to watercraft owned by Shareholders current on all Assessments.

5.30 Park Areas: 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.

ENFORCEMENT

6.1 Use Restriction Violation: Enforcement of Use Restrictions may be by action of the Board 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 Shareholders 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 Shareholder. Action to impose liquidated damages shall not limit or waive other remedies at law to enforce compliance with these covenants by the Board or agent or any other parties in interest. All Shareholders shall be strictly liable for conformance with these Covenants by their tenants or lessees.

6.2 Variations: The Board is authorized and empowered to grant variations for Improvements that are otherwise prohibited or regulated by these Use Restrictions and further grant reasonable requests for relief from the provisions of these Use Restrictions, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of these Use Restrictions as applied to any other Owner or Shareholder, and the grant of a variance shall not obligate the Board to grant other variations.

SIGNATURES

The foregoing Amended Declaration of Covenants, Conditions, and Restrictions was adopted by a majority of the legal title holders of Lots within Lakeland Estates, a subdivision in Washington County, Nebraska, at its Annual Meeting of title holders held on August 5, 2024, at which the issue of the foregoing amendments, deletions, and additions to the Covenants were duly noted on the Agenda of the Annual Meeting and that sufficient and timely notice was provided to all of the title holders of said subdivision, and at which said tile holders voted either personally or by proxy submitted to the Board.

Signed this 5 day of AUGUST, 2024.

LAKE ARROWHEAD, INC., A Nebraska Corporation,

By: [Signature]
President

By: [Signature]
Secretary

STATE OF NEBRASKA)
)
County of Washington)
)

Before me, a Notary Public qualified in said County, personally came Scott Spencer President of Lake Arrowhead, Inc. a Nebraska Corporation, and Rachel Bolton Secretary of Lake Arrowhead, Inc. a Nebraska Corporation, known to me to be the President and Secretary and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 5th day of August, 2024.

[Signature]
Notary Public

