

Mendenhall, single; Mabel Hulfish also known as Mabel I Hulfish & Paul Hulfish wife & husband, Morris Mendenhall & Inez Mendenhall husband & wife as buyer and seller known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution to be his, her or their voluntary ac and deed.

Witness my hand and notarial seal this 14 day of March, 1965.

(HAROLD C. ELLIOTT )  
(GENERAL NOTARY SEAL )  
(COMMISSION EXPIRES )  
(NOV. 3, 1967 )  
(STATE OF NEBRASKA )

Harold C Elliott  
Notary Public  
My Commission expires: Nov. 3, 1967.

Verna Smith  
Darby W. Smith

State of South Carolina )  
County of Florence )SS

Before me, a notary public, qualified for said county and state, personally came Verna Smith and Darby W. Smith, wife and husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal this 24 day of March, 1965.

(SHELLIE G. McCAIN )  
(NOTARY PUBLIC )  
(SOUTH CAROLINA )

Shellie G. McCain  
Notary Public in and for said county  
My Commission expires the--day of At Will of Gov.. ,19

\*\*\*\*\*  
Restrictive Covenants Filed August 26, 1965 at 9:40 A.M.  
Cedar Creek Lakes, Inc. Lucille Horn Gaines  
to Register of Deeds  
Public COMPARED \$8.25

RESTRICTIVE COVENANTS

CEDAR CREEK LAKES, AN ADDITION IN CASS COUNTY, NEBR.

WHEREAS Cedar Creek Lakes, Inc. is the owner of, in fee simple, all property in Cedar Creek Lakes Addition in Cass County, Nebraska, and the undersigned Robert Schneider, Edith Parson and Esther Schneider are the holders of a mortgage thereon, and

WHEREAS it is the intention of the parties hereto that said addition be developed as a restricted resort and residential district,

NOW THEREFORE, the undersigned cause the following Declaration of Protective Covenants and Restrictions which shall run with the land and the binding on all persons claiming under them until January 1, 1990, at which time such covenants shall automatically be extended for successive periods of ten years, unless by a majority vote of all owners of such lots at any time it is agreed to change such covenants in whole or in part. Each lot shall be entitled to one vote on such changes.

If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other dues for such violation.

Invalidation of any of these covenants shall not affect the validity of those remaining



subdivision.

10. All buildings erected in said subdiviion shall be of a permanent type and no house trailer or camping trailer whether mounted on wheels or on a foundation, shall be used or occupied in said subdivision, except those now located thereon.

11. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

12. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered cans with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

13. The right to use existing roads in said addition which cross or affect platted lots is hereby reserved until new roads are completed, but no longer than January 1, 1970.

In Witness Whereof we have hereunto set our hands this 10 day of July, 1965.

CEDAR CREEK LAKES, INC.

Attest: Edith Parson  
Secretary

BY Robert Schneider  
President

Robert Schneider  
Robert Schneider  
Esther Schneider  
Esther Schneider  
Edith Parson  
Edith Parson

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF CASS    )

On the date first above written, before me, the undersigned, a Notary Public, in and for said County, personally came Robert W. Schneider, President of Cedar Creek Lakes, Inc., a corporation, to me personally known to be the President and identical person whose name is affixed to the foregoing instrument and acknowledged the exectuion thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Plattsmouth in said County the day and year first above written.

(HAROLD R. LEBENS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA)

Harold R. Lebens  
Notary Public

My Commission Expires: May 1, 1970

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF CASS    )

Before me, a Notary Public qualified for said county, personally came Robert Schneider, Esther Schneider and Edith Parson known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal on July 10, 1965.

(HAROLD R. LEBENS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA )

Harold R. Lebens  
Notary Public

My Commission Expires: May 1, 1970

\*\*\*\*\*

1-12

#385

# FINAL COPY

FILED  
CASS COUNTY, NE.

2000 DEC 22 PM 3:46

56 Misc. PO 517  
PATRICIA REISINGER  
REGISTRY OF DEEDS  
Doc # 385 \$150.00

## RESTRICTIVE COVENANTS

### CEDAR CREEK LAKES SECOND ADDITION

#### An Addition in Cass County, Nebraska

02/15/00

REVISED DATE: 12-15-00

WHEREAS Cedar Creek Lakes is an addition in Cass County, Nebraska, and

WHEREAS it is the intention of the parties hereto that said addition be developed as a restricted resort and residential district,

NOW THEREFORE, the following Declaration of Protective Covenants and Restrictions which shall run with the land and the binding on all persons claiming under them until January 1, 2005, at which time such covenants shall automatically be extended for successive periods of five (5) years, unless by a majority vote of all owners of such lots at such time it is agreed to change such covenants in whole or in part.

If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other dues for such violation.

Invalidation of any of these covenants shall not affect the validity of those remaining, which remain in force and effect

## FINAL COPY

1. Building codes adopted by the Village of Cedar Creek shall govern all construction.
2. Boat docks shall be permitted in lake shores and may attach to boat houses, which should not extend further than eight (8) feet from the shore at average water level.
3. No alterations shall be made to any lake front, including boat houses, without notification and documented permission of the lot owners on either side.
4. All sewage and waste water from any lot on all lakes shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.
5. No owner of any lot shall have the right to permit the use of boats not owned by such lot owner, and all boating privileges are restricted to lot owners and members of their immediate families. No motor or combination of motors exceeding eighty (80) horsepower shall be used or permitted on Lake Number 1, no motor or combination of motors exceeding ten (10) horsepower shall be used or permitted for pontoon boats and no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on any other water craft on Lake Number 2, no motor or combination of motors exceeding ninety (90) horsepower shall be used or permitted on Lake Number 3, no motor or combination of motors exceeding five (5) horsepower shall be used or permitted on Lake Number 4. No jetskis shall be permitted on any lakes. Rowboats, paddleboats, inflatable devices, and swimming shall be limited to within twenty-five (25) feet of the shore when motor boats are in operation. Boating privileges are restricted to one motorized boat for each lot at any one time in the lake, and each boat must have a sticker with their lot number attached and clearly visible on the starboard side of the boat. Boats must be registered with the Cedar Creek Lake Associations specific to each lake.

# FINAL COPY

6. The Cedar Creek Lake Associations were formed September 25, 1965 by the lake lot owners. Every owner of a lot in each subdivision is automatically a member of a lake association, and such membership continues as long as the lot is owned. Annual dues, not to exceed \$25.00, shall be assessed against each lot on; Lake Number 1, Lake Number 2, Lake Number 3, and Lake Number 4. Annual dues will be used for the expense of general maintenance of common grounds, parks, lakes, and water testing each year. Annual payments are due each year on April 1.

7. No lot shall be used for the sale of alcohol, firearms, and/or drugs.

8. No guns or firearms shall be discharged within the Village of Cedar Creek.

9. All buildings erected in said subdivision shall be of a permanent type. House trailers or camping trailers cannot be used as a permanent home, unless already existing.

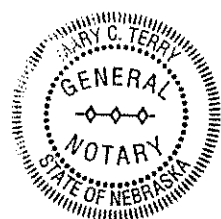
10. All boat trailers shall be removed from ramp areas and parked on the owner's lot when not actually being used to launch or remove boats from the water.

11. All trash, garbage and rubbish on said premises shall be kept, until disposed of, in covered containers with lids sufficiently tight to prevent vermin and insects from entering, and shall be removed regularly and at intervals sufficiently frequent to prevent the same from becoming rancid or rotten.

IN WITNESS WHEREOF we have hereunto set our hands this 15 of December, 2000.

SIGNATURE BLOCK:

*John Miller* (President Cedar Creek Lake Association)  
*Donna Strickland* (Secretary Cedar Creek Lake Association)



COMMISSION EXPIRES:

## FINAL COPY

The new Cedar Creek Restrictive Covenants are to be filed against the following lots of the Cedar Creek Lakes addition in the Village of Cedar Creek Cass County, Nebraska according to the amendment/replacement procedures of the original Cedar Creek Restrictive Covenants.

**Lake 1**

Lots 87-123  
Lots 184-220  
Lots 258-270  
Lots 220A-255

**Lake 2**

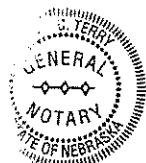
Lots 3-35  
Lots 51-60

**Lake 3**

Lots 124-171  
Lot AA

**Lake 4**

Lots 36-50  
Lots 271-287  
Lots 256-257  
Lot 168



MISSION EXPIRES:  
1/22, 2001

*Mary C. Terry*

# 385

**Official Results Cedar Creek Lakes Covenant Vote**

**Ballots Returned:** 182 (71.4% of eligible voters)

**Yes Vote:** 144 (79% in favor of new covenants)

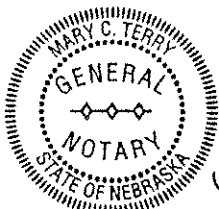
**No Vote:** 34 (19% in favor of not adopting new covenants)

**Returned Ballot**

**With No Vote:** 4 (2% returned ballot but had no opinion in favor or opposition)

*Note: Ballots were collected on 11/6/00 and tabulated on 11/9/00. The tabulation of ballots was supervised by an independent third party with no affiliation to any Lake Association. Official numbers and ballots were notarized by same independent party.*

*According to the above election results; new covenants are adopted and will be filed accordingly*



*Mary C. Terry*

MY COMMISSION EXPIRES:  
JULY 22, 2001