

RESTRICTIONS

Book 84
Page 553

Pine Lake Corporation, by President attest
Secretary, Seal

Filed Oct 20 1961
Date Sept 29 1961

Acknowledged Sept 29 1961 before Verna June Johnston N P Lancaster Co Neb, Comm
prs Feb 21 1963, Seal.

The following restrictions as covenants running with the land are hereby filed on
lots 1 to 41 inclusive, Lots 101, Lots 108 to 111, inclusive, Pine Lake Addition a Subdivision
the SE1/4 Section 15, T 9 N, R 7 E, Lancaster County, Nebraska. Said restrictions and
covenants running with the land being as follows:

1. All lots, other than out lots deeded to Pine Lake Association, shall be used
exclusively for private and single family dwelling not to exceed two stories in height on the
front or street side of the property, with private garages which may either be attached to or
detached from the dwelling or residence structure. Such lots and structures to be used built
and located in accordance with the following provisions and each of the same:
 - a. the ground floor area of a main one story dwelling building exclusive of open porches,
terrace and garages, shall not be less than twelve hundred square feet; in computing the ground
floor area neither walk-out basement area or second story area shall be computed. A two-story
dwelling shall have ground floor area not less than 1,000 square feet.
 - b. No portion of the dwelling or out buildings shall be located on any lot nearer than 30
feet to the front lot line or nearer than 15 feet to the side lot line or nearer than 20 feet to the
back lot line except for such boat storage facilities as are approved by Pine Lake Association.
 - c. Not more than one dwelling and one garage (either single or multiple stall) shall be
built upon any lot, except guest houses used for occasional non-paying guest.
 - d. It is suggested but not required that each residence be provided with a storm and
disaster shelter with a minimum capacity of six persons.
 - e. Each main dwelling building shall in addition to the ground floor area be provided
with a basement area (which may be walk-out basement area if desired) with a minimum of
1000 square feet or in the event that the main dwelling building is built without a full basement
the ground floor area of the main dwelling building shall then be a minimum of 1500 feet exclusi-
ve of open porches, terraces and garages.
 - f. Easements for installation and maintenance of utilities and drainage facilities are
reserved as shown on the recorded plat. Pine Lake Corporation expressly reserves to itself
its successor and assigns, the sole and exclusive right to establish grades and slopes on all
lots and to fix the grades which any dwelling shall be hereafter erected or placed thereon.
 - g. No noxious or offensive trade or activity shall be carried on upon any lot.
 - h. No barn, tent, shack, trailer, basement or other out buildings erected in or on
any lot shall be at any time used as a temporary or permanent residence or shall any structure
of a temporary nature be used as a residence.
 - i. All out buildings shall be subject to the requirements of approval of the Pine Lake
Association and no building shall be moved upon any of the building lots for either temporary
or permanent use without obtaining such approval.
 - j. No animals as stock or poultry of any kind shall be raised or kept on any lot, except
riding horses, dogs, cats or other household pets which can be kept provided they are not per-
mitted to become a nuisance or bred or maintained for any commercial purpose.
 - k. Use of lake and shore area shall be subject to rules and regulations of Pine Lake
Association, its successors and assigns, including the type, nature, power, ownership of
boats and other craft permitted upon the lake and the regulations of such use, the type, nature
(continued)

(continued)

the location and location of docks, piers or any other structures placed in the lake or extending into the lake from shore, the location and nature of storage of any craft while not in use; location of trees within 30 feet of shore; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever. Provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said addition.

l. Each tract of land shall be obligated to bear its proportionate share of the cost of maintenance of the lake, dam, appurtenant structures, sewer and water lines, sewage disposal plant, wells, pumps and all parts of the common sewer and water system and water and sewer utilities and each tract shall be subject to special assessment of the Pine Lake Association, its successors or assigns for its prorata share of the maintaining and extending Pine Lake and the utilities, but such assessments shall be subject to the prior lien of mortgages and taxes.

m. The Pine Lake Association, its successors or assigns, shall own, control and manage the lake, dam and water and sewer utilities and shall annually have a lien upon each tract of land on a prorata basis for the cost of maintaining and extending such lake, dam and utilities but such lien shall be subject to the prior lien of recorded mortgages or taxes.

n. Stables shall not be permitted on lots except that the Pine Lake Association may provide stable facilities for its members.

o. An outbuilding in the nature of a guest house may be constructed on each lot but the location, nature of use, plans and specifications therefore must first be approved in writing by the Pine Lake Association, and it shall only be used for non-paying, non-permanent guests.

p. Each lot which has the shore of Pine Lake as one of its boundaries shall be entitled to construct a dock or pier which shall extend outward from shore a maximum of 20 feet, each such lot shall be entitled to use a maximum of 20 feet from shore as exclusive private beach area. Dimensions and nature, plans and specifications of dock or pier construction and method of marking private beach area shall be subject to approval of or regulation by Pine Lake Association.

q. As to Lot 23 elevation is such that any residence constructed thereon shall not be permitted a basement connection to the sanitary sewer.

The residences erected upon all lots in said addition shall be so situated that the elevation of the top of the first floor shall be above the said established street grade adjacent to the residence. The minimum height above said established street grade shall be the distance from the center of the street multiplied by $1/4$ " per foot of distance.

r. After August 1, 1963, neither the owner, lessee, tenant or any other person having any claim or interest in any lot shall have any right to use the shore or water of Pine Lake or other facilities owned by the association unless such person be an occupant of a residence situated upon said lot.

11. In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Pine Lake Addition and Pine Lake Association, its successors and assigns, may prosecute any proceedings at law or in equity against such person or persons who may violate or attempt to violate any of such conditions, restrictions or limitations either to prevent him or them from so doing or to recover damages for such violation.

Pine Lake Add.

ORIGINAL
ADDITION

Orig.

COVENANT AND AGREEMENT

ok 84 :
ge 171

Pine Lake Corporation, by President, attest
Secretary, Seal (subdivider)
with

Date Sept 5 1961
Filed Sept 19 1961

Pine Lake Association, by President, attest
Secretary, Seal (agency) and City of Lincoln
Nebraska, by Mayor, attest City Clerk, Seal

Whereas, Section 15-901, revised statutes of Nebraska, 1959 Cumulative Supplement, provides for the authority of a city of the primary class to regulate Subdivision of real estate within three miles of the corporate limits of such city when the real estate is located in the same county as the city, and

Whereas, the city has, pursuant to such enabling legislation, passed Chapter 26.04 of the Lincoln Municipal Code, known as "The Land Subdivision Ordinance" of the City of Lincoln, and

Whereas, the subdivider is the owner of a proposed subdivision, known and described as Pine Lake Addition, located outside of and within three miles of the corporate limits of the City of Lincoln, upon the SE1/4 Section 15, T 9 N, R 7 E, Lancaster County, Nebraska, and had constructed a part of such subdivision a dam and lake, and pursuant to "The Land Subdivision Ordinance" of the City of Lincoln is in the process of constructing for the subdivision, and any later Pine Lake Addition platted by the subdivider as shown on the preliminary plat submitted to and approved by the City of Lincoln, a well and private water supply system in such a manner that an adequate supply of water is provided to the subdivision, and

(continued)

(continued)

potable water will be available to every lot shown on the preliminary plat at the time improvements are erected thereon, with a sewer system and a sewage disposal plant, all under the direction of the Lincoln-Lancaster County Health Department, subject to the approval of the city, to meet the minimum criteria of the current State Health rules and regulations, and

Whereas, the well, private water supply system, sewer system and sewage disposal plant, are necessary for the subdivision as shown by the said preliminary plat and are of common use or benefit, but are outside of the Corporate limits of the city and the city therefore does not desire to maintain such physical facilities, and it is required by "The Land Subdivision Ordinance" of the city of Lincoln that provision shall be made by trust agreements made a part of the deed restrictions, acceptable to the city, for the proper and continuous maintenance and provision of such facilities by the lot owners in the subdivision, and

Whereas, the agency has been organized for the purpose of operating, maintaining and supervising the physical facilities described above, together with the recreational facilities located as a part of the subdivision by the subdivider.

Now, therefore, the parties hereto covenant and agree to as follows:

1. The subdivider will transfer and convey to the agency the following described property, to wit: Outlots A, B and C Pine Lake Addition, a part of the SE1/4 Section 15, 9 N, R 7 E, Lancaster County, Nebraska.

2. For each lot sold by the subdivider in Pine Lake Addition, the subdivider agrees to pay to the agency the sum of \$200.00 to be used by the agency in the maintenance and provision of the well, water system, sewer system and sewage disposal plant and recreational facilities in such way or ways as the Board of Directors of Pine Lake Association may fix or determine, consistent with the requirements of the city and of the Lincoln-Lancaster County Health Department.

3. The subdivider will install a complete well, pump house, pressure tank, water lines, drains, sewer lines and sewage disposal plant along the streets, roads or other right of way provided in said addition. Such construction to be complete and to be fully paid for by the subdivider and such utility system to be conveyed to the agency as utilities for the sole and exclusive use of the lots platted as a part of Pine Lake Addition, or as a part of any later Pine Lake Addition platted by the subdivider. The Subdivider agrees that it will construct for the subdivision, and any later Pine Lake Addition platted by the subdivider, as shown on the preliminary plat submitted to and approved by the city, a well and private water supply system such a manner that an adequate supply of potable water will be available to every lot shown on the preliminary plat at the time improvements are erected thereon, with a sewer system and sewage disposal plant, all under the direction of the Lincoln-Lancaster County Health Department, subject to the approval of the city, to meet the minimum criteria of the current State Health Department rules and regulations.

4. The subdivider agrees that it will place restrictions and conditions upon the sale and conveyance of any lot in Pine Lake Addition or as a part of any later Pine Lake Addition platted by the subdivider, requiring the owners of said lots (and secured by a right to a lien upon said lots) to pay their prorata, proportionate or assessed share of the costs of maintaining sewer, water and street utilities and facilities and to pay their fair share of the costs of maintaining the dam site, lake and other recreational facilities.

5. The agency will limit its membership to the owners of lots in Pine Lake Addition as a part of any later Pine Lake Addition platted by the subdivider.

6. The agency agrees that it will maintain the roads, well, water facilities, water lines, sewer lines, sewage disposal system, lake and dam and will assess its members or the owners of the lots that comprise a part of Pine Lake Addition or as a part of any later Pine Lake Addition platted by the subdivider, for their prorata or proportionate share of the expenses of such operation and maintenance and that in so doing, the agency shall be entitled to charge and assess a water fee based on the amount of consumption and shall be entitled to charge and assess a sewer fee based upon the amount of water consumption.

7. The agency agrees to hold the subdivider harmless from any and all liability by reason of the operation and maintenance of the utilities, lake, dam and recreational facilities once such utilities and facilities have been conveyed and transferred to the agency. (continued)

(continued)

8. The agency shall have the right to convey and transfer the well, water system, sewer system, sewage disposal system, lake, dam or any other part of the recreational facilities or property conveyed to the agency to any municipality willing to undertake the operation of such utilities and facilities. Such rights to the part of the agency shall be separate to each individual item and the agency may convey or transfer one or more utility or property without being required to convey or transfer all of its property or activities. The agency shall not make transfer of the property and facilities consisting of the dam, lake, or recreational facilities to any municipality or to any other person whomsoever without first obtaining written permission so to do by the owners of over fifty percent of the lots in Pine Lake Addition.

9. The city agrees that it will accept and approve the plat of Pine Lake Addition within three miles of the corporate limits of the city, filed in the office of the City Clerk in the city on August 17, 1961, upon the execution of this agreement by the parties and upon the conditions set forth in the ordinance so providing.

10. The city agrees that it will accept the ownership, operation, maintenance and supervision of the well, water system, sewer system, sewage disposal system, streets, lake, dam or any other part of the recreational facilities, when Pine Lake Addition is within the corporate limits of the city.

2nd Add.
43rd Add.

RESTRICTIONS

Pine Lake Corporation, by
President, Seal, Attest Secretary

Book 100 Page 361
Date Mch 18 1965
Filed Apr 2 1965

Acknowledged Mch 18 1965 before Viona A Seymour N P Lancaster Co Nebr.,
Comm exprs June 9 1967, Seal.

The following restrictions as covenants running with the land are hereby filed on Lots 111, 130 to 137 inclusive, 93, 94, 103, 106 to 110 inclusive, 70, 71 and 42, Pine Lake Second Addition, a subdivision of the Southeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. Said restrictions and covenants running with the land being as follows:

All lots, other than out lots deeded to Pine Lake Association, shall be used exclusively for private and single family dwelling not to exceed two stories in height on the front or street side of the property, with private garages which may either be attached to or detached from the dwelling or residence structure. Such lots and structures to be used, built and located in accordance with the following provisions, conditions and restrictions and each of the same:

(a) The ground floor area of a main one story dwelling building exclusive of open porches, terrace and garages, shall not be less than twelve hundred square feet; in computing the ground floor area neither walk-out basement area or second story area shall be computed. A two story dwelling shall have ground floor not less than one thousand square feet.

(b) No portion of the dwelling or out building shall be located on any lot nearer than thirty feet to the front lot line or nearer than fifteen feet to the side lot line of nearer than twenty feet to the back lot line except for such boat storage facilities as are approved by Pine Lake Association.

(c) Not more than one dwelling and one garage (either single or multiple stall) shall be build upon any lot, except guest houses used for occasional non-paying guests.

(d) It is suggested but not required that each residence be provided with a storm and disaster shelter with a minimum capacity of six persons.

(e) Each main dwelling building shall in addition to the ground floor area be provided with a basement area (which may be walk-out basement area if desired) with a minimum of one thousand square feet or in the event that the main building is built without a full basement, the ground floor area of the main dwelling building shall then be a minimum of fifteen hundred feet exclusive of open porches, terraces and garages.

(f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Pine Lake Corporation expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grades which any dwelling shall be hereafter erected or placed thereon.

(g) No noxious or offensive trade or activity shall be carried on upon any lot.

(h) All out building shall be subject to the requirements of approval of the Pine Lake Association and no building shall be moved upon any of the building lots for either temporary or permanent use without obtaining such approval.

(i) No barn, tent, shack, trailer, basement or other out buildings erected in or on any lot shall be at any time used as a temporary or permanent residence or shall any structure of a temporary nature be used as a residence.

(j) No animals as stock or poultry of any kind shall be raised or kept on any lot, except riding horses, dogs, cats or other household pets which can be kept provided they are not permitted to become a nuisance or bred or maintained for any commercial purposes.

(k) Use of lake and shore area shall be subject to rules and regulations of Pine Lake Association, its successors and assigns, including the type, nature, power, ownership of boats and other craft permitted upon the lake and the regulation of such use, the type, nature, size and location of docks, piers or any other structures placed in the lake or extending

(Continued:)

into the lake from shore, the location and nature or storage of any craft while not in use; location of trees within 30 feet of shore; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever. Provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said addition.

(l) Each tract of land shall be obligated to bear its proportionate share of the cost of maintenance of the lake, dam, appurtenant structures, sewer and water lines, sewage disposal plant, wells, pumps and all parts of the common sewer and water system and water and sewer bill and each tract shall be subject to special assessment of the Pine Lake Association, its successors or assigns for its prorata share of maintaining and extending Pine Lake and the utilities, but such assessments shall be subject to the prior lien of mortgages and taxes.

(m) The Pine Lake Association, its successors and assigns, shall own, control and manage the lake, dam and water and sewer utilities and shall annually have a lien upon each tract of land on a prorata basis for the cost of maintaining and extending such lake, dam and utilities, but such lien shall be subject to the prior lien of recorded mortgages or taxes.

(n) Stables shall be permitted on lots for the owners own horses provided that the plans for any such stable must be first approved by the Board of Directors of Pine Lake Association and provided further that the Board of Directors of Pine Lake Association shall be entitled to require the discontinuance and dismantling of any stable if the owner thereof fails to keep the same in a clean, orderly and non-offensive manner.

(o) An outbuilding in the nature of a guest house may be constructed on each lot but the location, nature of use, plans and specifications therefore shall first be approved in writing by Pine Lake Association, and it shall only be used for non-paying, non-permanent guests.

(p) Each lot which has the shore of Pine Lake as one of its boundaries shall be entitled to construct a dock or pier which shall extend outward from shore a maximum of 20 feet, each such lot shall be entitled to use a maximum of 20 feet from shore as exclusive private beach area. Dimensions and nature, plans and specifications of dock or pier construction and method of marking private beach area shall be subject to approval of or regulation by Pine Lake Association.

(q) The residences erected upon all lots in said addition shall be so situated that either the front or street side of the house shall not be more than eighty-one feet in distance from the curb line or that the elevation of the top of the first floor shall be above the said established street grade adjacent to the residence, in the event the second alternative is used, the minimum height above said established street grade shall be the distance from the center of the street multiplied by 1/4" per foot of distance.

(r) After January 1 1967, neither the owners, lessee, tenants or any other person having or claiming any interest in any lot shall have any right to use the shore or water of Pine Lake or other facilities owned by Pine Lake Association unless such person be an occupant of a residence situated upon said lot.

In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Pine Lake Addition or Pine Lake Second Addition and Pine Lake Association, its successors or assigns, may prosecute any proceedings at law or in equity against any such person or persons who may violate or attempt to violate any of such conditions, restrictions or limitations either to prevent him from so doing, obtain a mandatory or other injunction or to recover damages for such violations.

AMENDMENT TO RESTRICTIONS

Wallace M Rudolph and Janet Rudolph, being the owners of Lot 1; William E Barkley and Verna Barkley, being the owners of Lots 2 and 3; Lawrence E Liebers and Margaret M Liebers, being the owners of Lot 13; Arthur E Perry and Charlotte P Perry, being the owners of Lot 14; Stanley W Reeder and Elizabeth B Reeder, being the owners of Lot 15; Robert Schamp and Althea Schamp, being the owners of Lot 24; David D Tews and Joan M Tews, being the owners of Lot 25; R R Perry and Ann R Perry, being the owners of Lot 26; Alan P Bates and Elsie A Bates, being the owners of Lot 27; John E Vestecka and Mary M Vestecka, being the owners of Lot 30; Douglas O DeShazer and Mary Ann DeShazer, being the owners of Lot 110; Primeland Corporation, by President, Seal, owner of Lot 29; Pine Lake Corporation, by President, Seal, owner of Lots 4 to 12, 16 to 23, 28, 31 to 41, 93, 94, 106 to 109, 111, 130 to 137, 70, 71, and 42; all in Pine Lake Second Addition

Book 104 Page 473
Date Apr 18 1966
Filed Apr 19 1966

Acknowledged Apr 18 1966 before Edwin C Perry N P Lancaster Co Nebr.,
Comm exprs Aug 22 1971, Seal.

Owners of all of the lots in Pine Lake Addition and all of the lots in Pine Lake Second Addition, both being subdivisions of the Southeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, hereby amend the restrictions heretofore executed on Sept 29 1961 and as recorded in Book 84, Page 553 and as thereafter amended by amending sub-paragraph (r) of the protective covenants and restrictions to provide as follows:

(r) Neither the owners, lessee, tenant or any other person having or claiming any interest in any lot shall have any right to use the shore or water of Pine Lake or other facilities owned by the Association unless such person be an occupant of a residence situated upon said lot, provided, however, that this restriction shall not apply to persons for the first three years after they have purchased a lot from Pine Lake Corporation provided they are dues paying members of the Association in accordance with its rules.

RESTRICTIONS FILED WITH PLAT, PINE LAKE THIRD ADDITION
TO LANCASTER COUNTY, NEBRASKA

The following restrictions as covenants running with the land are hereby filed on Lot 106 and Lot 70, Pine Lake Third Addition, a subdivision of the Southeast quarter (SE $\frac{1}{4}$), Section fifteen (15), Township nine (9), North, Range Seven (7), East of the 6th P.M., Lancaster County, Nebraska. Said restrictions and covenants running with the land being as follows:

I. All lots, other than out lots deeded to Pine Lake Association, shall be used exclusively for private and single family dwelling not to exceed two stories in height on the front or street side of the property, with private garages which may either be attached to or detached from the dwelling or residence structure. Such lots and structures to be used, built and located in accordance with the following provisions, conditions and restrictions and each of the same:

(a) The ground floor area of a main one story dwelling building exclusive of open porches, terrace and garages, shall not be less than twelve hundred square feet; in computing the ground floor area neither walk-out basement area or second story area shall be computed. A two story dwelling shall have ground floor not less than one thousand square feet.

(b) No portion of the dwelling or out buildings shall be located on any lot nearer than thirty feet to the front lot line or nearer than fifteen feet to the side lot line or nearer than twenty feet to the back lot line except for such boat storage facilities as are approved by Pine Lake Association.

(c) Not more than one dwelling and one garage (either single or multiple stall) shall be built upon any lot, except guest houses used for occasional non-paying guests.

(d) It is suggested but not required that each residence be provided with a storm and disaster shelter with a minimum capacity of six persons.

(e) Each main dwelling building shall in addition to the ground floor area be provided with a basement area (which may be walk-out basement area if desired) with a minimum of one thousand square feet or in the event that the main building is built without a full basement, the ground floor area of the main dwelling building shall then be a minimum of fifteen hundred feet exclusive of open porches, terraces and garages.

(f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Pine Lake Corporation expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grades which any dwelling shall be hereafter erected or placed thereon.

(g) No noxious or offensive trade or activity shall be carried on upon any lot.

(h) No barn, tent, shack, trailer, basement or other out buildings erected in or on any lot shall be at any time used as a temporary or permanent residence or shall any structure of a temporary nature be used as a residence.

(i) All out buildings shall be subject to the requirements of approval of the Pine Lake Association and no building shall be moved upon any of the building lots for either temporary or permanent use without obtaining such approval.

(j) No animals as stock or poultry of any kind shall be raised or kept on any lot, except riding horses; dogs, cats or other household pets which can be kept provided they are not permitted to become a nuisance or bred or maintained for any commercial purpose.

(k) Use of lake and shore area shall be subject to rules and regulations of Pine Lake Association, its successors and assigns, including the type, nature, power, ownership of boats and other craft permitted upon the lake and the regulation of such use, the type, nature, size and location of docks, piers or any other structures placed in the lake or extending into the lake from shore, the location and nature of storage of any craft while not in use; location of trees within 30 feet of shore; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever. Provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said addition.

(l) Each tract of land shall be obligated to bear its proportionate share of the cost of maintenance of the lake, dam, appurtenant structures, sewer and water lines, sewage disposal plant, wells, pumps and all parts of the common sewer and water system and water and sewer bill and each tract shall be subject to special assessment of the Pine Lake Association, its successors or assigns for its prorata share of maintaining and extending Pine Lake and the utilities, but such assessments shall be subject to the prior lien of mortgages and taxes.

(m) The Pine Lake Association, its successors or assigns, shall own, control and manage the lake, dam and water and sewer utilities and shall annually have a lien upon each tract of land on a prorata basis for the cost of maintaining and extending such lake, dam and utilities, but such lien shall be subject to the prior lien of recorded mortgages or taxes.

(n) Stables shall be permitted on lots for the owners own horses provided that the plans for any such stable must be first approved by the Board of Directors of Pine Lake Association and provided further that the Board of Directors of Pine Lake Association shall be entitled to require the discontinuance and dismantling of any stable if the owner thereof fails to keep the same in a clean, orderly and non-offensive manner.

(o) In outbuilding in the nature of a guest house may be constructed on each lot but the location, nature of use, plans and specifications therefore shall first be approved in writing by Pine Lake Association, and it shall only be used for non-paying, non-permanent guests.

(p) Each lot which has the shore of Pine Lake as one of its boundaries shall be entitled to construct a dock or pier which shall extend outward from shore a maximum of 20 feet, each such lot shall be entitled to use a maximum of 20 feet from shore as exclusive private beach area. Dimensions and

nature, plans and specifications of dock or pier construction and method of marking private beach area shall be subject to approval of or regulation by Pine Lake Association.

(q) The residences erected upon all lots in said addition shall be so situated that either the front or street side of the house shall be not more than eighty-one feet in distance from the curb line or that the elevation of the top of the first floor shall be above the said established street grade adjacent to the residence, in the event the second alternative is used, the minimum height above said established street grade shall be the distance from the center of the street multiplied by 1/4" per foot of distance.

(r) Neither the owners, lessee, tenant or any other person having or claiming any interest in any lot shall have any right to use the shore or water of Pine Lake or other facilities owned by the Association unless such person be an occupant of a residence situated upon said lot, provided, however, that this restriction shall not apply to persons for the first three (3) years after they have purchased a lot from Pine Lake Corporation provided they are dues paying members of the Association in accordance with its rules.

II. In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Pine Lake Addition or Pine Lake Second Addition and Pine Lake Third Addition and Pine Lake Association, its successors or assigns, may prosecute any proceedings at law or in equity against any such person or persons who may violate or attempt to violate any such conditions, restrictions or limitations either to prevent him from so doing, obtain a mandatory or other injunction or to recover damages for such violations.

IN WITNESS WHEREOF, the parties have set their hands this 12 61 day of January, 1971.

PINE LAKE CORPORATION

R.A. Perry
Secretary

BY William E. Barkley
President

STATE OF NEBRASKA)
) SS.
LANCASTER COUNTY)

On this 12 61 day of January, 1971, before me, the undersigned, a Notary Public in and for said county, personally came William E. Barkley, President of Pine Lake Corporation to me personally known to be the President and the identical person whose name is affixed to the above and foregoing conveyance, and acknowledged the execution thereof as his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln, Nebraska, in said county the day and year last above written.

Notary Public

4th Addition

1503

AMENDMENT TO
RESTRICTIONS FILED WITH PLAT TO

Lots 42, 43, 44, 45, 80, 81, 93, 84 and
85, Pine Lake Fourth Addition to
Southeast Quarter (SE $\frac{1}{4}$), Section Fifteen
(15), Township Nine (9) North, Range
Seven (7), East of the 6th P.M.,
Lancaster County, Nebraska

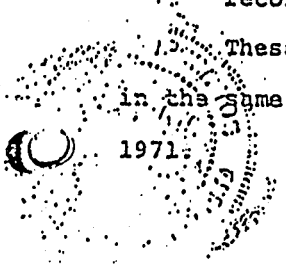
Restrictions filed with Plat are hereby amended by adding
thereto: Subparagraphs I(s), (t), (u)

I. (s) Use of outlots G, H, I, J, K, L, M, N and O shall be subject to the rules and regulations of Pine Lake Golf & Tennis Club, Pine Lake Association, Sanitary and Improvement District #2 of Lancaster County or Pine Lake Corporation, including all regulations and dues or charges for the use of the facilities provided.

I. (t) Each lot upon which a house has been constructed shall be obligated to bear its proportionate cost of the dues or cost of maintenance of the golf course, tennis courts, equestrian facilities and each such improved lot shall be subject to prepayment of dues of assessment of S.I.D. #2 or Pine Lake Golf & Tennis Club, their successors or assigns for its pro-rata share of maintaining golf, tennis, equestrian and lake facilities, but such assessment shall be subject to prior lien of recorded real estate mortgages and taxes.

I. (u) Pine Lake Golf & Tennis Club or S.I.D. #2, their successors and assigns shall control and manage the golf and tennis facilities and shall annually have a lien on each lot upon which a house has been built on a pro-rata basis for the dues or cost of maintaining and operating the golf, tennis and recreational facilities, but not to exceed \$150 per annum, but such liens shall be subject to prior liens for recorded mortgages and taxes.

These additional restrictions shall apply and be enforceable in the same manner as those filed at Instrument #71-5623 on May 11, 1971.

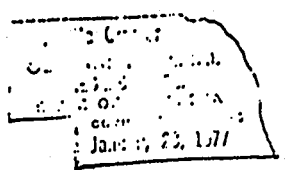


PINE LAKE CORPORATION
By R.R. Perry
President

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

Before me, a Notary Public, qualified in said county, personally came R. R. Perry, President of Pine Lake Corporation, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on February 19, 1971



Harriet C. [Signature]
Notary Public

4th addition

RESTRICTIONS

Pine Lake Corporation, by
President, Attest Secretary,
Seal.

Inst. No. 71-5623
Date May 11 1971
Filed May 11 1971

Acknowledged May 11 1971 before Sherry Dougherty N P Lancaster Co
Nebr, Comm exprs (not stated and seal not legible).

Describes Lots 73 to 85, inclusive and Lots 42 to 45 inclusive, Pine
Lake Fourth Addition, a subdivision of the SE 1/4 Section 15, T 9 N, R 7 E,
Lancaster County, Nebraska.

I. All lots, other than out lots deeded to Pine Lake Association,
shall be used exclusively for private and single family dwelling not to
exceed two stories in height on the front or street side of the property,
with private garages which may either be attached to or detached from the
dwelling or residence structure. Such lots and structures to be used,
built and located in accordance with the following provisions, conditions
and restrictions and each of the same:

(a) The ground floor area of a main one story dwelling building
exclusive of open porches, terrace and garages, shall not be less than
1200 square feet; in computing the ground floor area neither walk-out
basement area or second story area shall be computed. A two story dwell-
ing shall have ground floor area not less than 1,000 square feet.

(b) No portion of the dwelling or out buildings shall be located on
any lot nearer than 30 feet to the front lot line or nearer than 15 feet
to the side lot line or nearer than 20 feet to the back lot line except
for such boat storage facilities as are approved by Pine Lake Association.

(c) Not more than one dwelling and one garage (either single or
multiple stall) shall be built upon any lot, except guest houses used for
occasional non-paying guests.

(d) It is suggested but not required that each residence be provided
with a storm and disaster shelter with a minimum capacity of six persons.

(e) Each main dwelling building shall in addition to the ground
floor area be provided with a basement area (which may be walk-out base-
ment area if desired) with a minimum of 1,000 square feet or in the event the
the main building is built without a full basement, the ground floor area of
the main dwelling building shall then be a minimum of 1500 feet exclusive
of open porches, terraces and garages.

(f) Easements for installation and maintenance of utilities and
drainage facilities are reserved as shown on the recorded plat. Pine Lake
Corporation expressly reserves to itself, its successors and assigns, the
sole and exclusive right to establish grades and slopes on all lots and to
fix the grades which any dwelling shall be hereafter erected or placed
therein.

(g) No noxious or offensive trade or activity shall be carried on
upon any lot.

(h) No barn, tent, shack, trailer, basement or other out buildings
erected in or on any lot shall be at any time used as a temporary or per-
manent residence or shall any structure of a temporary nature be used as a
residence.

(Continued)

(i) All out buildings shall be subject to the requirements of approval of the Pine Lake Association and no building shall be moved upon any of the building lots for either temporary or permanent use without obtaining such approval.

(j) No animals as stock or poultry of any kind shall be raised or kept on any lot, except riding horses, dogs, cats and other household pets which can be kept provided they are not permitted to become a nuisance or bred or maintained for any commercial purpose.

(k) Use of lake and shore area shall be subject to rules and regulations of Pine Lake Association, its successors and assigns, including the type, nature, power, ownership of boats and other craft permitted upon the lake and the regulation of such use, the type, nature, size and location of docks, piers or other structures placed in the lake or extending into the lake from shore, the location and nature of storage of any craft while not in use; location of trees within 30 feet of shore; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the water whatsoever. Provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said addition.

(l) Each tract of land shall be obligated to bear its proportionate share of the cost of maintenance of the lake, dam, appurtenant structures, sewer and water lines, sewage disposal plant, wells, pumps and all parts of the common sewer and water system and water and sewer bill and each tract shall be subject to special assessment of the Pine Lake Association, its successors or assigns for its prorata share of maintaining and extending Pine Lake and the utilities, but such assessments shall be subject to the prior lien of mortgages and taxes.

(m) The Pine Lake Association, its successors or assigns, shall own, control and manage the lake, dam and water and sewer utilities and shall annually have a lien upon each tract of land on a prorata basis for the cost of maintaining and extending such lake, dam and utilities, but such lien shall be subject to the prior lien of recorded mortgages or taxes.

(n) Stables shall be permitted on lots for the owners own horses provided that the plans for any such stable must be first approved by the Board of Directors of Pine Lake Association and provided further that the board of Directors of Pine Lake Association shall be entitled to require the discontinuance and dismantling of any stable if the owner thereof fails to keep the same in a clean, orderly and non-offensive manner.

(o) In outbuilding in the nature of a guest house may be constructed on each lot but the location, nature of use, plans and specifications therefore shall first be approved in writing by Pine Lake Association, and it shall only be used for non-paying, non-permanent guests.

(p) Each lot which has the shore of Pine Lake as one of its boundaries shall be entitled to construct a dock or pier which shall extend outward from shore a maximum of 20 feet, each such lot shall be entitled to use a maximum of 20 feet from shore as exclusive private beach area. Dimensions and nature, plans and specifications of dock or pier construction and method of marking private beach area shall be subject to approval or regulation by Pine Lake Association.

(q) The residences erected upon all lots in said addition shall be so situated that either the front or street side of the house shall not be more than 81 feet in distance from the curb line or that the elevation of the top of the first floor shall be above the said established street grade adjacent to the residence, in the event the second alternative is used, the minimum height above said established street grade shall be the distance from the center of the street multiplied by 1/4" per foot of distance,

(continued)

-75- (Continued)

(r0 Neither the owners, lessee, tenant or other person having or claiming any interest in any lot shall have any right to use the shore or water of Pine Lake or other facilities owned by the Association unless such person be an occupant of a residence situated upon said lot, provided, however, that this restriction shall not apply to persons for the first three years after they have purchased a lot from Pine Lake Corporation provided they are dues paying members of the Association in accordance with its rules.

II. In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Pine Lake Addition or Pine Lake Second Addition and Pine Lake Third Addition and Pine Lake Association, its successors or assigns, may prosecute any proceedings at law or in equity against any such person or persons who may violate or attempt to violate any such conditions, restrictions or limitations either to prevent him from so doing, obtain a mandatory or other injunction or to cover damages for such violations.

K. Use of outlots G, H, I, J, K, L, M, N and O and all bridle paths shall be subject to the rules and regulations of Pine Lake Golf and Tennis Club and Pine Lake Association, Sanitary and Improvement District No 2 of Lancaster County or Pine Lake Corporation including all regulations and payments and dues or charges for the use of the facilities provided.

L. Use of lake and shore areas shall be subject to rules and regulations of Pine Lake Association, its successors and assigns, including the type, nature, power, ownership of boats and other craft permitted upon the lake and the regulation of such use, the type, nature, size and location of docks, piers, or any other structures placed in the lake or extending into the lake from shore, the location and nature of storage of any craft while not in use; location of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever. Provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interest and safety of home owners in all of the Pine Lake Additions.

M. Each lot, when a house has been constructed thereon, shall be obligated to bear its proportionate share of the costs of maintenance of the golf course, tennis courts, equestrian facilities, lake, dam, appurtenant structures and each tract shall be subject to assessment of Sanitary and Improvement District No 2 Pine Lake Golf and Tennis Club and the Pine Lake Association, their successors and assigns for its prorata share of maintaining golf, tennis equestrian and lake facilities, but such assessments shall be subject to the prior lien of taxes.

N. Pine Lake Golf and Tennis Club or Sanitary and Improvement District No 2 their successors and assigns shall control and manage the golf and tennis facilities and shall annually have a lien on each lot when a house has been constructed thereon on a prorata basis for the dues or cost of maintaining and operating the golf, tennis and recreational facilities but not to exceed \$150 per annum but such liens shall be subject to prior liens for recorded mortgages and taxes.

O. Pine Lake Association its successors or assigns shall own control and manage the lake, dam and outlots deeded or leased to it and shall annually have a lien upon each lot when a house has been constructed thereon, on a prorata basis for the dues or cost of maintaining and extending such lake and utility but not to exceed \$100 per annum upon each lot, but such lien shall be subject to the prior lien of recorded mortgages or taxes.

P. Stables shall be permitted on Lots in Blocks 3, 4 and 5, Pine Lake Fifth Addition for the owners own horses provided that the plans for any such stable must first be approved by a committee appointed by the President of Pine Lake Association or the President of Pine Lake Association or the President of Pine Lake Association personally and provided further that the Board of Directors of Pine Lake Association shall be entitled to require the discontinuance and dismantling of any stable if the owner thereof fails to keep the same in a clean orderly and non-offensive manner.

Q. The owners, lessees, tenants or any other person having or claiming any interest in any lot shall not have any right to use the shore or water of Pine Lake or other facilities owned by the Association or Golf Club unless such person being an occupant of a residence situated upon said lot.

In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Pine Lake Fifth Addition or Pine Lake Association, Sanitary and Improvement District No 2, Pine Lake Golf and Tennis Club or Pine Lake Corporation, their successors or assigns may prosecute any proceedings at law or in equity against any such person or persons who violate or attempt to violate any such conditions, restrictions or limitations which prevent him or them from so doing or to recover damages for such violation.

PROTECTIVE COVENANTS

Pine Lake Corporation by
President, Seal

Inst No. 74-1582
Date Feb 1 1974
Filed Feb 7 1974

Acknowledged Feb 1 1974 before Henrietta Cramer N P Lancaster Co Nebr.,
Comm exprs Jan 23 1977, Seal.

Pine Lake Corporation being the owner of Lots 1 to 14, Block 1, 1 to 10,
Block 2, 1 to 9, Block 3, 1 to 11, Block 4 and 1 to 5, Block 5, does hereby
establish the following protective covenants, restrictions and regulations
with reference to all of said lots in Pine Lake Fifth Addition to the
southeast Quarter of Section 15, Township 9 North, Range 7 East of the
Sixth P M Lancaster County, Nebraska, to-wit:

1. All lots in Pine Lake Fifth Addition other than outlots deeded to
Sanitary and Improvement District No 2, Pine Lake Golf and Tennis Club,
Pine Lake Association or Pine Lake Corporation shall be used exclusively
for private and single family dwellings, not to exceed two stories in
height on the front or street side of the property with private garages
which may be either attached to or detached from the dwelling or resident
structure. Such lots and structures to be used built, and located in
accordance of the following provisions and each of the same:

A. The floor area of the main dwelling building exclusive of open
porches, terraces, garages and utility rooms shall be not less than 1,200
square feet; in computing the floor area all enclosed finished living space
shall be included. A split-level or two-story dwelling shall have a ground
floor of finished living space of not less than 800 square feet.

B. No portion of the dwelling out building shall be located on any lot
nearer than 20 feet to the front lot line or nearer than 5 feet to the side
lot line or nearer than 20 feet to the back lot line.

C. Not more than one dwelling and one garage (either single or multiple
stall) shall be built upon any lot except guest houses used for occasional
non-paying guests.

D. It is suggested but not required that each residence be provided
with a tornado, cyclone, or storm shelter with a minimum capacity of six
persons.

E. The plans and specifications for construction of the main dwelling
unit together with the method of construction and source of material shall
be submitted to the President of Pine Lake Corporation for approval. Pine
Lake Corporation shall be entitled to designate a committee to make
examination and approval of such plans.

F. Easement for installation and maintenance of utilities and drainage
facilities and equestrian bridle paths are reserved as shown on the recorded
plat. Pine Lake Corporation expressly reserves to itself its successors
and assigns, the sole and exclusive right to establish grades which shall be
complied with in the erection on any dwelling hereafter erected or placed
thereon.

G. No noxious or offensive trade or activity shall be carried on upon
any lot.

H. No barn, tent, shack, trailer, basement, or other out building
erected in or on any lot shall be at any time used as a temporary or
permanent residence or shall any structure of a temporary nature be used
as a residence.

I. All out buildings shall be subject to the requirements of approval
of the Pine Lake Association and no building shall be moved upon any
of the building lots for either temporary or permanent use without
obtaining such approval.

J. No animals, such as live stock or poultry of any kind shall be
raised or kept on any lot except riding horses, dogs, cats or other
household pets which can be kept provided they are not permitted to become
nuisance or bred or maintained for any commercial use. Such animals
as are kept, shall not be permitted to run at large beyond the confines
of the residential lot of the owner except when leashed, haltered, or
otherwise appropriately restrained and controlled.

(Continued)

No 6th 8th 1-10800

8th Addition 1-10800

RESTRICTIVE COVENANTS

The undersigned (Owners) are the owners of the real estate described following their respective names and constitute the owners of all of the Lots and Outlots within Pine Lake 6th Addition. The undersigned release the Covenants and restrictions contained in certain Protective Covenants To Run With The Land - Pine Lake 6th Addition, dated January 23, 1978 and recorded January 24, 1978 as Instrument No. 78-2041 in the office of the Register of Deeds of Lancaster County, Nebraska.

The undersigned are the owners of the following described real estate:

Lot 1 and Outlots BB and CC, Pine Lake 6th Addition, and Lots 1 through 18 and Outlot AAA, Pine Lake 8th Addition, (formerly Lots 2 through 10 and Outlots AA, DD and EE, Pine Lake 6th Addition) in the SE $\frac{1}{4}$ of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

These Restrictive Covenants are established upon the real estate.

1. Outlot BB, Pine Lake 6th Addition, shall be used for a club house facility and parking lot for Pine Lake Golf and Tennis Club and for such other, further or different purposes as the Owners shall from time to time determine, including food and beverage services in connection with the normal and usual operation of a golf and tennis club house and facilities.

2. Outlot CC, Pine Lake 6th Addition, may be used for any recreational or other purpose, as the Owners shall from time to time determine, including but not limited to stables, riding rings, pasture land, parking for vehicles and all other improvements necessary to provide for such recreational and other activities.

3. Outlot AAA, Pine Lake 8th Addition, may be used for any recreational or other purpose, as the Owners shall from time to time determine, but no buildings shall be placed or constructed upon this Outlot.

4. All of the lots, other than Outlots, shall be subject to the following restrictions:

- a. USE: No lot shall be used other than for a single family residential purposes.
- b. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.
- c. APPROVAL OF PLANS: Security Federal Savings and Loan (Security Federal) shall have the exclusive right to establish grades and slopes for all lots and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the real estate. Plans for any building or other improvement to be placed or constructed upon any lot shall be submitted to Security Federal and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with Security Federal. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from Security Federal and shown of record. Written approval or disapproval of the plans shall be given by Security Federal within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Security Federal shall have the exclusive right to disapprove the plans, if in Security Federal's opinion the plans do not conform to the general standard of development within the real estate. In no event shall plans be approved for:
 1. A single story residence of less floor area than 1,500 square feet;
 2. A one and one-half story residence of less floor area than 1,750 square feet or less first floor area than 1,150 square feet;
 3. A two story residence of less floor area than 2,050 square feet or less first floor area than 1,050 square feet;
 4. A split level residence of less floor area than 1,800 square feet or less main floor area than 1,500 square feet.

- 21851
- d. CITY REQUIREMENTS: All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed at the time a building is constructed, as required by the City of Lincoln, Nebraska.
 - e. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot shall be used as either a temporary or permanent residence.
 - f. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.
 - g. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot. However, Security Federal may erect signs advertising lots for sale and a sign advertising a single lot for sale may be erected upon any lot.
 - h. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose. Such animals as are kept shall not be permitted to run at large beyond the confines of the lot of the owner except when leashed, haltered, or otherwise appropriately restrained and controlled.
 - i. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
 - j. LANDSCAPE SCREENS: Any title holder of a lot on which is installed a landscape screen, as required by the City of Lincoln, Nebraska, whether composed of structural or live plant material, shall maintain the screen.
 - k. USE OF LAKE AND SHORE AREA: The use of the lake and shore area shall be subject to the rules and regulations of the Pine Lake Association, its successors and assigns, including the type, nature, power, and ownership of boats and other craft permitted upon the lake, the type, nature, size and location of docks, piers or any other structures placed in the lake or extending into the lake from

shore, the location and nature of storage of any craft while not in use; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the water whatsoever, provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in all of the Pine Lake Additions.

- l. MAINTENANCE OF LAKE, DAM AND UTILITIES: Each lot, when a residence has been constructed upon the lot, shall be obligated to bear its proportionate share of the cost of maintenance of the lake, dam, appurtenant structures, sewer and water lines, sewage disposal plant, wells, pumps and all parts of the common sewer and water system and each lot shall be subject to assessment by the Pine Lake Association, its successors or assigns, for its prorata share of maintaining and extending Pine Lake and the utilities, not to exceed \$100.00 per annum, but such assessments shall be subject to the prior lien of mortgages and taxes.
- m. LIEN OF ASSESSMENTS: The Pine Lake Association, its successors or assigns, shall own, control and manage the lake, dam and water and sewer utilities and shall have a lien, not to exceed \$100.00 per annum, upon each lot for the cost of maintaining and extending such lake, dam and utilities, but such lien shall be subject to the prior lien of recorded mortgages and taxes.
- n. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under Security Federal; these Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the lots, at any time.
- o. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damage.
- p. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

32-174

AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned Security Federal Savings is the Owner of the following described real estate:

Lots 1 through 18, Pine Lake 8th Addition, Lincoln, Lancaster County, Nebraska.

constituting more than two-thirds of the lots which are subject to Restrictive Covenants which are terminated or modified by this Amendment to Restrictive Covenants.

The Restrictive Covenants dated July 20, 1987 and recorded July 22, 1987 as Instrument No. 87-24776 are terminated.

Paragraph 4 (c) of the Restrictive Covenants dated September 22, 1987 and recorded September 23, 1987 as Instrument No. 87-31831 is amended to read as follows:

- c. APPROVAL OF PLANS: Security Federal Savings (Security Federal) shall have the exclusive right to establish grades and slopes for all lots and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the real estate. Plans for any building or other improvement to be placed or constructed upon any lot shall be submitted to Security Federal and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with Security Federal. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from Security Federal and shown of record. Written approval or disapproval of the plans shall be given by Security Federal within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Security Federal shall have the exclusive right to disapprove the plans, if in Security Federal's opinion the plans do not conform to the general standard of development within the real estate. In no event shall plans be approved for:

1. A single story residence of less floor area than 1,500 square feet;
2. A one and one-half story residence of less floor area than 1,750 square feet or less first floor area than 1,150 square feet;
3. A two story residence of less floor area than 2,050 square feet or less first floor area than 1,050 square feet;
4. A split level residence of less floor area than 1,800 square feet or less main floor area than 1,500 square feet.

The rights and duties of Security Federal under this paragraph shall be assigned to the Pine Lake Association when residences shall have been placed or constructed upon three-fourths of the buildable lots in Pine Lake 8th Addition, other than Outlots, or when Security Federal no longer owns any lots, whichever occurs first.

Dated September 30, 1987.

SECURITY FEDERAL SAVINGS

By: Michael L. Fosdick
Michael L. Fosdick, President

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 30th day of September, 1987, by Michael L. Fosdick, President of Security Federal Savings, on behalf of the Corporation.



Ken Hake
Notary Public

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INDEXED
MICRO-FILED
GENERAL

LANCASTER COUNTY, NEBR.
Don Jallo
REGISTER OF DEEDS

1987 OCT-1 PM 3:14

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 87 32774

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Stunto: