

1994-00466

Recorded August 26, 1994 at 11:15 a.m. in Book 117 Page 657 of Deed Records.
by: Lamar J. Brdicko Lamar J. Brdicko, County Clerk & Registrar of Deeds
of Colfax County, Nebraska.

RESTRICTIVE COVENANTS
for
LAKE SOCORRO SUBDIVISION &
LAKE SOCORRO SUBDIVISION: FIRST ADDITION

These Covenants are to run with the land and shall be binding upon all present and future owners of all, or any part, of the following described real estate:

All of Lake Socorro Subdivision and Lake Socorro Subdivision: First Addition located in the South half of the Northeast Quarter of Section 27, Township 17 North, Range 3, East of the 6th P.M., Colfax County, Nebraska. (Hereinafter called the "Subdivision".)

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing it to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned, Arps Gravel & Concrete, Inc., reserves the exclusive right to modify, waive, amend, or terminate these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship. In the event that the undersigned, Arps Gravel & Concrete, Inc., dissolves or ceases to exist, it shall designate three persons having an ownership interest in land located upon Lake Socorro (whether or not it lies within the Subdivision) who shall succeed to the right of Arps Gravel & Concrete, Inc. as set forth in this paragraph. A majority vote of the three person panel shall rule on all decisions. Further, in the event Lake Socorro is developed further and additional lots are laid out or subdivided, beyond the boundaries of the Subdivision and in the further event that lots covering 80% of the lake shoreline frontage that may reasonably be developed have been sold to third parties (excluding Arps Gravel & Concrete, Inc. or any of its shareholders) then, in that event, these Covenants maybe modified, waived, amended or terminated as to any lot or lots by a 60% affirmative vote of the owners of all lots that have been so laid out or subdivided. For the purpose of said vote, there shall be one vote for each lot.

The initial Restrictive Covenants are as follows:

1. Complete plans and specifications, including a plot plan, for all structures and fences, must be submitted to and approved by Arps Gravel & Concrete, Inc., prior to the commencement of any construction in said Subdivision. Approval of the plans, specifications, and plot plans by Arps Gravel & Concrete, Inc.

must be obtained before construction commences. Compliance with all of these Restrictive Covenants will be required.

2. No structures, such as trailers, tents, mobile units, double wides, basement houses, garages or barns shall be erected or placed on residential lots for the purpose of temporary or permanent quarters.
3. Only one single family residence shall be constructed on any lot.
4. No dwelling shall exceed 2 1/2 stories in height.
5. The minimum size of permanently enclosed living space shall be 1,000 square feet per unit, excluding basement area, with 900 square feet to main floor.
6. For each dwelling there must also be erected a private garage not less than 12 feet by 21 feet in size.
7. Lots shall be used as residences or second homes and are not to be used for any commercial use.
8. All weeds and grass shall be kept to a maximum height of 8 inches above ground level. There shall be no accumulation of junk, debris or offensive materials on any lot.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. Easements and right of way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as lake, gas, water, telephone, electricity and sewer. Such easements and right of way shall be confined to the rear 30 feet of every lot and 7 feet along the side of every building lot and 10 feet along every street of the subdivisions.
11. No structure, fence or hedging shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, structures, hedges and fences shall be maintained at no greater height than 6 feet without permission of property owners of the Subdivision. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved by Arps Gravel & Concrete, Inc.
12. Owners of each lot shall be entitled to use the lake as described in the Lake Regulations. The power to make, modify, waive, amend, or terminate Lake Regulations shall, at all times, be vested in the person, persons, or entity entitled to modify, waive, amend, or terminate these Restrictive

Covenants, and therefore, initially it shall be vested in Arps Gravel & Concrete, Inc.

13. No husbandry of either animals or fowls shall be conducted and maintained in said subdivision; provided however, that house pets only shall be excluded from this restriction. Pets must be kept on a leash or be under control of the owner.
14. All approved construction after commencement will be completed within twelve months.
15. After lake is fully developed, all drives must be hard surfaced from street to garage. Full development shall mean the construction of dwellings on at least 80% of the lots. 80% shall be determined after all lots that may reasonably be developed are laid out or subdivided.
16. Campers of any variety must be parked behind front line of home. Any form of equipment must be kept behind front line of home. The front line of the home is the part of the home closest to the access road.
17. Property owners are to allow water to drain down side lot lines to lake.
18. All fuel tanks and appurtenances must be buried beneath ground level or concealed from view of street by approved fence or hedge.
19. All septic tanks must be state approved.
20. Building must commence within three years after the closing of the initial sale of the lot by the developer.
21. Arps Gravel & Concrete, Inc. shall have the right to require owners to carry liability insurance in such amounts as it determines to be reasonable. It may further require proof of said insurance from any or all lot owners.
22. The person, persons, or entity succeeding to the rights of Arps Gravel & Concrete, Inc. to modify, waive, amend, or terminate these Restrictive Covenants shall also succeed Arps Gravel & Concrete, Inc. in exercising the rights and obligations set forth in paragraphs 1 through 21 of these Restrictive Covenants.

In witness whereof, the undersigned, being the owner and developer of Lake Socorro Subdivision and Lake Socorro Subdivision: First Addition, has caused the presents to be fully executed this 24 day of August, 1994.

Arps Gravel & Concrete, Inc.

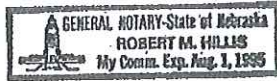
Attest: Selen Arps-Benck
Secretary

BY: Mark J. Arps
President

STATE OF NEBRASKA)
) *Dodge*) ss.
COUNTY OF ~~COLLIER~~)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally can *Mark L. Arps*, President of Arps Gravel & Concrete, Inc. (a Corporation) to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, 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 the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at *Freemont* in said County the day and year last above written.



Robert M. Hillis
Notary Public