

AMENDED AND COMBINED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAKE SOCORRO

This Declaration is intended to amend and combine the following:

Restrictive Covenants for Lake Socorro Subdivision and
Lake Socorro Subdivision: First Addition recorded in Book
117 at Page 657 of Deeds Records in the office of the Register of Deeds of
Colfax County, Nebraska

Amended Restrictive Covenants for Lake Socorro
Subdivision and Lake Socorro Subdivision: First Addition
recorded at Book _____ at Page _____ of the Deed Records
of the Register of Deeds of Colfax County, Nebraska

Declaration of Covenants, Conditions and Restriction of
Lake Socorro Subdivision 2nd Addition recorded in Book 121
at Page 491 of the Deeds Records of the Register of Deeds of Colfax
County, Nebraska

Declaration of Covenants, Conditions and Restrictions of
Lake Socorro Subdivision 3rd Addition recorded in Book 130
at Page 499 of the Deeds Records of the Register of Deeds of Colfax
County, Nebraska

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots or tracts constituting such Property, Declarant declares that all of the described real property on Exhibit "A", attached hereto and incorporated herein, and each part of such property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions,

and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of such property.

ARTICLE ONE DEFINITIONS

Section 1. "**Association**" shall mean and refer to Lake Socorro Homeowners Association (formerly known as the Lake Socorro Subdivision 2nd Addition Association), a Nebraska non-profit corporation, its successors and assigns. "Association" and "Corporation" are synonymous when used herein.

Section 2. "**Common Area**" or "**Commons**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall include but not be limited to, the lake, roads and all other open areas.

Section 3. "**Declarant**" shall mean Lake Socorro Homeowners Association a Nebraska nonprofit corporation, and Declarant's successors and assigns

Section 4. "**Home Occupation**" shall mean any occupation or activity carried on within a dwelling unit or accessory building by a member of the family residing on the premises, which occupation or activity is incidental and secondary to the residential occupancy and does not change the residential character thereof and does not generate additional traffic and there is no chemical, mechanical or electrical equipment used which will cause noise or odor disturbing to the residents of surrounding properties.

Section 5. "**Lake**" shall mean the body of water known as" Lake Socorro" on the recorded Plats. Which Lake Socorro and all riparian rights thereto are owned by the Association.

Section 6. "**Lot**" shall mean any plot of land shown on the recorded Plats referred to above with the exception of the Common Areas.

Section 7. "**Maintenance**" shall mean the exercise of reasonable care to keep buildings, roads, dike, lake, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 8. "**Member**" shall mean every person or entity who holds Membership in the Association. "Member" and "Owner" are synonymous when used herein.

Section 9. "**Mortgage**" shall mean a conventional mortgage or deed of trust.

Section 10. "**Mortgagee**" shall mean a holder of a conventional mortgage or a

beneficiary under or holder of a deed of trust.

Section 11. "**Owner**" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the Property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. "Owner" and "Member" are synonymous when used herein.

Section 12. "**Subdivisions**" and "**Plats**" shall be synonymous when used herein and shall mean the subdivided/platted real property described in Exhibit "A" and such additions to such property as may be brought within the jurisdiction of the Association as provided in this Declaration.

ARTICLE TWO MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

Section 2. The Association shall have one class of voting Members which shall be all Owners, and each Member "who is in good standing" (as defined herein) shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Members. No person shall have more than five (5) votes, including proxies, at any Annual or Special Meeting of the Members. Proxies may only be given by a Member in good standing to another Member in good standing.

ARTICLE THREE ASSOCIATION

The Association. The Association shall have as it's purpose the promotion of the health, safety, recreation, welfare and enjoyment of the Members, including, but not limited to:

- a. The acquisition, construction, improvement, maintenance, operation, repair, upkeep, replacement and administration of the Common Areas for the use, benefit and enjoyment of all the Members.
- b. The promulgation, enactment, amendment, and enforcement of rules and regulations relating to the use and enjoyment of the Common Areas. The rules and regulations may permit or restrict use of the Common Areas by the Members, their families, their guests and/or by other persons.

c. The promotion, enhancement and protection of the privileges and interests of the Members and the protection and maintenance of the residential character of the properties.

ARTICLE FOUR ASSESSMENTS

Section 1. **Lien and Personal Obligation For Assessments.** Each Owner of a Lot is deemed to covenant by acceptance of such Owner's deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment became due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed, however such assessment shall continue as a lien on the Lot until fully paid and all successors in title shall be bound to inquire of the Association as to the amount of any unpaid assessments or other charges.

Section 2. **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivisions, and for the improvement and maintenance of the Common Areas. Annual assessments shall be voted upon as provided in the Bylaws. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from the annual assessments, the following:

a. Maintenance and repair of the lake, storm drains, sanitary sewer system, road system, boat ramp, and other improvements owned by the Association. Maintenance of the lake shall include stocking of fish and the construction and maintenance of all other recreational facilities. In addition, those Lots in Lake Socorro Subdivision Second Addition and Lake Socorro Subdivision Third Addition are connected to a low pressure pipe septic tank system. All residential owners must connect their residence to this system. The system will be operated by the Association, and annual assessments may be levied to pay for the operation, including periodic pumping of the system. No property owner, except those in Lake Socorro Subdivision and Lake Socorro Subdivision: First Addition, may install a septic tank system other than the low pressure pipe system. The low pressure pipe system is designed to avoid potential contamination of the Lake area. The preservation of the Lake area is imperative. Each Member shall be responsible for maintenance of his or her sewer system. Each Member is required to have his/her septic system pumped at least every two years

- b. Water, sewer, garbage, electrical lighting, telephone, gas, snow removal, grass mowing and other necessary utility services for the Common Area.
- c. The cost of maintaining a security patrol or such other methods of policing and/or providing security for the Members as may reasonably be required in the judgment of the Association which may include, but is not limited to, the installation of a security entrance gate.
- d. Acquisition of or leasing of maintenance equipment for the Common Areas as may be determined by the Association including, without limitation, all equipment and personnel necessary or proper for grading, paving, snow removal, mowing or other related matters.
- e. Liability insurance insuring the Association against any and all liability to the public, to any Owner or Owners, or to the invitees or tenants of any Owner or Owners arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- f. Worker's Compensation Insurance to the extent necessary to comply with applicable law, and other insurance deemed necessary by the Association.
- g. A standard fidelity bond or directors and officers liability coverage covering all Members of the Board of Directors of the Association, officers and all other employees or agents of the Association in an amount to be determined by the Association.
- h. Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related to the Common Area. Any such assessment must be approved in the manner provided for in the Bylaws.

Section 4. Notice for Action Authorized Under Article Four. Written notice of any meeting called for the purpose of taking any action authorized by this Article Four shall be sent

to all Members in the manner provided for in the Bylaws.

Section 5. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid on the due date, shall be deemed in default and shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest legal rate. The Association may bring an action at law against the Owner or Owners personally obligated to pay such assessment. When a notice of lien is filed with the Register of Deeds of Colfax County, Nebraska, it shall be a lien upon the Lot and living unit assessed. Such notice of lien shall be in recordable form and shall specify (i) the amount of such lien (ii) the unpaid fees and charges giving rise to such lien, (iii) the name of the member whose unpaid assessment and/or other charges gives rise to such lien (iv) the legal description of the Lot encumbered by such lien. Upon collection of all of the sums giving rise to such lien including interest, costs of collection, attorney fees and the filing fee for the notice of and release of lien the Corporation shall cause to be recorded in the office of the Register of Deeds of Colfax County, Nebraska, a notice of the satisfaction and release of such lien. Except as provided by the laws of the State of Nebraska with respect to general real estate taxes and special assessment, said lien for assessments and other charges of the Corporation from and after the recording of notice thereof shall be senior, prior, and superior to any other lien which is recorded subsequent to the recording of said notice. Said lien, however, shall be subordinate to any bona fide purchase money mortgage. In addition to any other remedies available to the Corporation and the laws of the State of Nebraska for the collection of the amounts giving rise to and secured by said lien, the Corporation shall be entitled to enforce said lien in the appropriate Court of the State of Nebraska in the manner provided by law for the enforcement or satisfaction of mortgages on real estate in accordance with Neb. Rev. Stat § 52-2011 . This obligation to pay assessments is separate from and independent from the other covenants set forth herein and no Owner or Owners may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or limited use of the Common Areas or abandonment of his or her or their Lot. Unless a special assessment is made, an annual assessment may be levied only one time during each calendar year.

Section 7. **Certificate as to Dues and Assessments.** The Association shall, upon written request and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof.

Section 8. **Subsequent Purchasers.** All subsequent Purchasers shall take title to a Lot subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

ARTICLE FIVE
USE OF COMMON AREA AND RIGHT OF ENTRY

Section 1. **Riparian/Littoral Rights.** Lots adjacent to the Lake are bounded on the Lake by the property line for said Lake. All riparian and/or littoral rights or rights to the Lake are expressly reserved in the Association. The use of the Lake is a privilege to which a lot owner shall be entitled to only by maintaining membership in the Association in good standing. “A member in good standing” shall mean a member who is current on his or her dues, special assessments and other obligations to the Association and is not in violation of any of these Covenants, Conditions and Restrictions or the Rules and Regulations of the Association. No rights to the use of the lake or other properties of the Association shall be transferred by conveyance of any lot except that nothing herein contained shall prohibit any lot owner’s right of ingress and egress over the roads to his/her lot.

Section 2. **Owner's Privilege of Enjoyment.** Every Owner of a Lot shall have a privilege of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

- a. The right of the Association through its Board of Directors to suspend the use of Common Areas, including the Lake, and the voting rights of any Owner or Owners for periods during which assessments against the Lot remain unpaid, after the designated due date; and the right, after hearing by the Board of Directors, to suspend such use for a period not exceeding 120 days for any infraction of published rules and regulations of the Association or of these Covenants. Suspending of lake privileges for 120 days shall be, in the opinion of the Board, for constant, repeated and life threatening violations. The suspension shall be binding not only on the Member but on the Member's family, guests, tenants and invitees. Suspension of such use shall include, without limitation, removal of all watercraft from the Lake and discontinuance of all water activities such as wading, swimming, boating, skiing and fishing. Members are responsible for the actions of their guests, tenants and invitees. The commencement date for any suspension related to infraction of a published rule and regulation or these Covenants shall be determined by the Board of Directors.
- b. The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority or utility for subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless approved by the Members in the manner set forth in the Bylaws of the Association for the sale of corporate property.
- c. The right of the Corporation to borrow money for the purpose of improving, maintaining or repairing the Common Areas. Any mortgage of the

Common Area shall be approved by the Members in the manner set forth in the Bylaws for encumbrance of any of the properties of the Association.

Section 2. **Delegation of Use**. Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate such Owner's privilege of enjoyment in and to the Common Areas and facilities to the Members of his/her family, or to guests, tenants and invitees.

Section 3. **Other Easements:**

a. Perpetual blanket easements for installation and maintenance of utilities including power, telephone, sanitary sewer, drainage facilities and fire protection apparatus are hereby reserved unto the Association and all appropriate utility companies. Easements shall cover areas presently used by these utilities and shall include such additional easement areas as are reasonably necessary to provide services to the Lot Owners. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage or interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements on such Lot shall be continuously maintained by the Owner or Owners of such Lot.

b. No dwelling unit or structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations and to the Association, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 4. **Right of Entry**. The Association, through its authorized employees and contractors, shall have the right, without approval of the Owner, after reasonable notice to the Owner, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized in this Declaration. In addition to the right of entry on to the Lots which the Association has herein the Association shall also have a right of entry for any reasonable purpose related to Lake Socorro for the installation or maintenance of utilities, and roadways for Lake Socorro. The Association may enter the premises with workmen, machinery or equipment and do all of the necessary work including excavation, and shoreline fill, and stabilization, construction or removal without responsibility or liability of any kind whatsoever to the Owner of the Lot.

ARTICLE SIX
USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose. Only one single family residence shall be allowed per Lot. Each Lot may also have an attached garage but no other outbuildings, except those already existing, shall be allowed except that a storage building/clubhouse may be allowed on the Common Area. All new structures shall be located on a permanent masonry or concrete foundation. The foundation must meet the approval of the appropriate governmental authority. No Lot/residence shall be leased to any person or entity. No time-sharing, as defined by Nebraska Law, shall be allowed.

Section 2. No business of any kind shall be conducted on any Lot or within any residence, except that of a "home occupation" as defined in Article I, Section 7 above.

Section 3. No noxious, lewd, indecent or offensive activity shall be carried in, or on any Lot or Common Area including the lake. Nothing shall be done on a Lot or Common Area including the lake which may be or become an annoyance or nuisance, endanger the health or unreasonably disturb the quiet of the neighborhood.

Section 4. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Board, except customary name and address signs and lawn signs of not more than five square feet in sizing advertising a Lot for sale or a garage/estate sale. For purposes of this Section sign shall mean any structure, fixture, graphics, illustration, statute, or other device visible from off the premises designed or intended to advertise, to identify, to attract attention to, or to convey information regarding any goods, product, service, business, location, institution, activity, person or solicitation with the exception of flags of any nation, state, or political subdivision.

Section 5. No Owner or Owners shall permit anything to be done or kept on a Lot or the Common Areas that would result in the cancellation of insurance on any residence or on any part of the Common Areas, or that would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Areas. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Board, so long as they are not kept, bred, or maintained for commercial purposes. All dogs and cats must be on a leash, fenced in at all times or otherwise under the control of the owner. No person shall keep or harbor any dogs which by loud, continuous or frequent barking or howling shall annoy or disturb others. Releasing any animals (ie. ducks, geese) loose onto the Lake is prohibited except for stocking of fish as approved by the Board of Directors.

Section 7. Each Lot shall be kept free from debris and unsightly materials at all times. Each Lot Owner shall be responsible for maintaining his or her Lot and all improvements thereon in an aesthetically pleasing manner as determined by the Board of Directors. If a Lot Owner fails to do so, in the sole discretion of the Board, the Board may notify the Lot Owner in writing of such failure and require compliance with this covenant. If the Lot Owner fails to do so within 30 days of said written notification, the Board may cause the maintenance work to be completed at the expense of the Lot Owner. All costs incurred by the Board in connection with any such maintenance, plus a ten percent (10%) administration fee, shall be the personal obligation of the Owner and shall be paid by the Owner of the Lot upon which maintenance work was performed pursuant to a special assessment levied against the Lot which, when filed of record, shall become a lien against the Lot. If not paid when due, such assessment shall bear interest at the rate of sixteen percent (16%) per annum or the highest legal rate, until paid in full. Notwithstanding any provision of these Covenants to the contrary, the levying by the Board of a special assessment contemplated under this Section shall not require the consent or approval of the members of the Association. Such lien may also be foreclosed in any court of competent jurisdiction.

Section 8. 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, or fences shall be maintained at no greater height than six (6) feet without permission of the Board. No wall or fence of any kind shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Board.

Section 9. No dwelling shall exceed 2 1/2 stories in height.

Section 10. The minimum size of permanently enclosed living space shall be 1,000 square feet per unit, excluding the basement, with a minimum of 900 square feet shall be on the main floor.

Section 11. For each dwelling there shall also be erected a private attached garage not less than 12 feet by 21 feet inside.

Section 12. Plans for any proposed building or other improvement to be placed or constructed upon any Lot within the Subdivision (including, without limitation, plans for houses, out-buildings of any nature, fences, exterior remodeling, reconstruction, alterations, additions, seawalls, runways, boat lifts and docks or any replacements or alterations thereof) shall be submitted to the Association's Board of Directors or a committee so designated by the Board and shall show the design, size and exterior material proposed for the building, structure or improvement and the plot plan for the Lot. One set of such plans shall be left on permanent file with the Association's Board of Directors. The construction of a building or improvement on any Lot within the Subdivision shall not commence unless and until written approval of the plans

for the building or improvement has first been secured from the Association's Board of Directors. Written approval or disapproval of the plans shall be given by the Association's Board or Directors within thirty (30) days after receipt thereof. The Association's Board of Directors shall have the exclusive right to disapprove the plans if in their exclusive opinion, the plans (a) have an adverse impact upon adjoining properties and/or the Lake in general, or (b) do not conform to the general standard of development with adjoining properties or the Lake in general. Upon disapproval, a written statement of the grounds for disapproval shall be provided by the Association's Board of Directors. In the event the Association's Board of Directors fails to approve or disapprove a request for the construction of any building or improvement contemplated hereunder within thirty (30) days after the plans and specifications and/or a detailed proposal have been submitted to the Board, approval will not be required and this provision will be deemed waived.

Section 13. All approved construction, after commencement, will be completed within 12 months. No storage of equipment/ materials on a Lot is allowed unless it is during the 12 month construction period. This 12 month period may be extended by the Board of Directors. The Owner is responsible for the actions of the contractor, its subcontractors and employees. If the road, sewer system, or other Common Area is damaged as a result of construction activities, including, but not limited to, use of heavy equipment, then the Owner of said Lot shall, within 30 days of notification from the Board of Directors, make said repairs at said Owner's expense. If an Owner fails to make the repairs then the Board may cause the work to be completed at the expense of the Owner in the manner set forth in Article Six, Section 7 above. The Owner and his/her contractor shall maintain a clean construction site, including port-a-potty facility and the collection of construction debris in an adequate dumpster. No construction debris shall be deposited in dumpster owned/leased by the Association. No construction material may be located upon or stored on any road or Common Area.

Section 14. All construction shall be constructed in conformity with the applicable building codes of the appropriate governmental authority. Any existing structure not in compliance with said building codes shall be brought into compliance within 90 days of written notification from the Board of Directors to the Owner. If the Owner fails to bring the structure into compliance within the 90 days the Board may cause the work to be completed at the expense of the Owner in the manner set forth in Article Six, Section 7 above or may suspend the Lake privileges of the Owner.

Section 15. Each Owner shall maintain any retaining wall, seawall, beach or shoreline of the Lake abutting the Owners Lot. Each Owner may install and maintain, with prior written Board approval, a dock, boat lift and a seawall abutting the Owner's Lot, but shall not otherwise install improvements on the Common Areas. No sand shall be deposited on a Lot which, in the opinion of the Board, will result in the washing or erosion of said sand into the lake. Shorelines, or any portion thereof, may not be extended into the Lake beyond the dimensions of the Lot as set forth on the recorded Plats referred to above. All docks, boatlifts and seawalls must be properly maintained.

Section 16. The Association 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 Lot Owners.

Section 17. Owners will, in all respects, comply with the requirements of the fire and health authorities and keep the premises clear of all rubbish, filth, obstruction and pollution. Dumping of refuse/garbage or other materials onto any of the Common Areas is prohibited.

Section 18. No one shall haul in any sand, gravel or other aggregate to repair, replace, or extend any beach without the prior written consent of the Board of Directors.

Section 19. Rifles, pistols and archery shall not be discharged or shot anywhere on the Subdivisions without the prior written approval of the Board of Directors.

Section 20. Nothing shall be altered in, placed on, constructed on, or removed from the Common Areas, including the Lake, except upon prior written consent of the Board of Directors. No digging into or removal of any part of the shoreline or Common Areas is allowed except upon prior written consent of the Board of Directors. No one shall alter, change, relocate or tamper with the sewer system or any of its components except as authorized in writing by the Board of Directors.

Section 21. Automobiles or other vehicles may not be dismantled or repaired outside of a garage nor may any inoperable or junk vehicle be stored outside on any Lot for more than seven (7) consecutive days. All vehicles are required to have a current registration as per Nebraska law unless located in an enclosed garage. The Board, in its discretion, shall determine if a vehicle is inoperable or junk. All such junk or inoperable vehicles shall be removed within 30 days of written notification from the Board of Directors. If the Owner fails to remove said vehicles the Board shall have the vehicle removed at the Owner's expense in the manner set forth in Article Six, Section 7 above.

Section 22. Except for those already existing, no satellite dishes larger than 30 inches in diameter are allowed. However upon removal of a dish larger than 30 inches, any replacement dish must comply with this Section. No wiring or antenna for electrical power or telephone shall be permitted above ground, except within a building.

Section 23. No Lot within Lake Socorro shall be subdivided or combined with an abutting Lot until the Owner of said Lot has obtained the prior written consent of the Board of Directors.

Section 24. No automobile, truck, van or boat or shall be parked on a regular basis on a portion of the road or, in the discretion of the Board, too close to the road where it would constitute a driving hazard. "Regular basis" shall be defined as periods of time exceeding twelve

(12) hours. Owners may store a boat, boat dock or boat trailer upon his/her lot from October 15 through May 15. At any other time, any boat, boat dock or boat trailer shall be either in the lake, a boat house or in an enclosed garage and at no time shall the lot be used for the storage of automobiles or any other vehicles. Campers and trailers of any variety must be parked behind front line of homes. Any form of equipment must be kept behind front line of homes. The front line of homes is the part of the home closest to the access road.

Section 25. Except for those currently existing, no fuel tanks or similar containers may be located on any Lot or Common Area without obtaining the prior written consent of the Board of Directors. All such tanks or containers, including those currently existing, shall not be located any closer than 50 feet from the shoreline. No steel or styrafoam barrels shall be allowed in the lake. Additionally, any activity which, in the discretion of the Board, would be a source of pollution to the lake or Common Areas shall be prohibited.

Section 26. The Board may, from time to time, promulgate rules concerning storage and parking of boats, vehicles, trailers and other items of personal property on Common Area and individual Lots within the Subdivisions.

ARTICLE SEVEN OWNERS' OBLIGATION TO MAINTAIN AND REPAIR

Each Owner, at their sole cost and expense, shall maintain and repair such Owner's residence, keeping the same in a good condition.

ARTICLE EIGHT GENERAL PROVISIONS

Section 1. **Enforcement**. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

Section 2. **Fines**. The Board of Directors shall have the power to levy fines for violation of these Covenants, the By-Laws, or any other rules and regulations promulgated by said Board after due process in conjunction with the Rules Committee. When levied said fine may be filed

in the same manner as an assessment and shall then be a lien of record on the property. Said fine shall be both a personal obligation of the violating party and, when filed, a lien upon the property.

Section 3. **Power of Association.** The Association has a major role in causing the Lake, Lake Lots and other Common Areas to be a desirable place to live. Therefore, the power of the Association herein shall be liberally and broadly interpreted to carry out said objective.

Section 4. **Severability.** Invalidation of any one of the Covenants or Restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. **Amendments.** The Covenants and Restrictions of this Declaration may be amended, modified or terminated by duly recording an instrument executed and acknowledged by not less than three fourths of the Members in good standing.

Section 6. **Exoneration and Limitation on Association's Liability.** The Association, it's Board of Directors and Officers shall not be liable for any failure of the sewer system or any other service provided by the Association or for injury or damage to person or property as a result of the backup of or the malfunctioning of said sewer system or for flooding, water level or condition of lake water, or other conditions. The Owner of a Lot shall forever hold harmless the Association and it's respective officers and directors for all sums which shall become legally obligated to pay as damages because of personal injury, bodily injury, sickness, or disease because of injury to or destruction of property including the loss of use thereof arising out of the maintenance or use of all properties within Lake Socorro suffered, sustained or incurred by an Owner, members of his/her family or their guests, employees or invitees.

Section 7. **Subordination.** No breach of any of the conditions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any deed of trust, mortgage or other encumbrance. Any deed of trust or other encumbrance shall be subordinate to all the provisions of this Declaration shall be binding upon any Owner whose title is derived from the foreclosure whether by nonjudicial or judicial foreclosure or otherwise.

Section 8. **Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of 30 years from the date of this Declaration, thereafter shall continue automatically in effect for additional periods of ten years, unless otherwise agreed to in writing by two-thirds of the Members.

Section 9. **Governing Law.** This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

Section 10. **Boating and Safety Regulations.** The Association, through it's Board of

Directors, shall have the power to enforce all boating and safety regulations promulgated by the Association including, but not limited to state boating laws. The Association may also promulgate boating and safety regulations which are more restrictive than the state boating laws.

Section 11. **Attorney Fees.** If the Association hires an attorney to enforce any of the foregoing covenants or any other rules or regulations of the Association by reason of a breach by an Owner then all costs incurred in the enforcement, including attorney fees shall be paid by the Owner and the Association shall have a lien on the Lot for said amount.

Section 12. **Exhibits.** Attached hereto and made a part hereof are the following Exhibits: Exhibit "A", Legal Description of the Real Estate subject to this Declaration.

Section 13. **Invalidation.** Invalidation of any covenant herein by judgment or "order" shall in no way effect any of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day of _____, 2014 by its proper officer and the corporate seal affixed pursuant to a resolution duly adopted by it's Board of Directors.

LAKE SOCORRO HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation

BY: _____
It's President

STATE OF NEBRASKA)
): ss.
COUNTY OF COLFAX)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____, President of **LAKE SOCORRO HOMEOWNERS ASSOCIATION**, a Nebraska nonprofit corporation.

Notary Public

DRAFT

1. Lots 1-12, inclusive, 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; and
2. Lots 1-19, inclusive, of Lake Socorro Subdivision Second Addition located in the Northeast Quarter (NE ¼) of Section 27, Township 17 North, Range 3, East of the 6th P.M., Colfax County, Nebraska; and
3. Lots 1-33, inclusive, of Lake Socorro Subdivision Third Addition located in the North Half of the Northeast Quarter (N½ NE¼), Section 27, Township 17 North,

Range 3, East of the 6th P.M., Colfax County, Nebraska

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EXHIBIT "A"