

## CLEAR LAKE RESIDENTIAL ASSOCIATION RULES & REGULATIONS

The Board of Directors has adopted the following rules and regulations.

The rules and regulations are for the purpose of promoting harmonious use of the common Properties within Clear Lake Subdivisions. The cooperation of all owners, residents and guests is required.

### 1. BOATS & BOATING

a. Boats: Only boats owned by those having joint or common use rights in the Clear Lake Subdivisions area are allowed on the lakes.

b. Boat Identification: If Clear Lake identification symbols are available, all sail, row and motor boats will have the proper Clear Lake symbol displayed on both sides of the stern between the back of the stern and midship. They shall be so placed and maintained so as to provide clear identification.

c. Boating, Skiing and Surfboarding Times:

10:00 a.m. to 8:30 p.m. everyday of the week, excluding Sundays and holidays. Sunday and holiday time is from 10:00 a.m. to 6:00 p.m. Trolling speed is in effect at hours not listed (trolling speed is as slow as your boat will run, there is NO WAKE behind the boat when running at trolling speed). Regardless of the hours listed, no full speed or fast boating is permitted after dark. All p.m. hours listed will drop back one hour if daylight savings time is discontinued

d. Speed: Trolling speed for all boats shall be as slow as your boat will run; there is no wake behind the boat when running at trolling speed.

e. Boat Motors:

Outboard motors shall not exceed 90 manufacturer stated horsepower.

Inboard motors shall not exceed 135 manufacturer stated horsepower.

Jet Ski's shall not exceed 750cc manufacturer stated size.

f. Boat Length:

No sail, row or motorboat longer than 18 feet can be operated on the lake.

g. Boat Lights: After dark, when a motorboat is in motion, it must show a bright white light to the stern and a combination light to the bow; showing green to the right and red to the left.

h. Boat Capacity: All owners shall limit passenger load to their boat's rated and safe carrying capacity. Large waves cause damage to the shorelines and boat docks. You are responsible for your wake. During full speed boating time, all boats, especially when heavily loaded, shall operate at slow speed (little or no wake) or a planning speed (little to no wake).

i. Age of Boat Operators: No minor under 16 years of age shall operate a boat equipped with more than 10 HP motor unless accompanied by an adult. No one under 14 years of age shall operate motorboats of any class at any time whether accompanied by an adult or not.

j. Boat Operation: All powered boats shall and must at all times give the right-of-way to sail boats, rowboats and powered boats pulling skiers. When two boats are approaching each other head-on, or nearly so, each boat shall bear to the right. No boat can overtake another boat in a canal. One boat may overtake another on the main parts of the lake, but yield the right-of-way to the overtaken boat. No person shall anchor a boat for fishing or any other purpose in such a way as to obstruct a passageway ordinarily used by other boats. No person shall operate any boat while under the influence of intoxicating liquor or narcotics and each property owner or leaseholder must see that this provision is not violated by his guests. All boats shall stay in the accepted traffic pattern, which is to stay to the RIGHT and go in a counter clockwise direction. During skiing hours all other powered boats shall yield the right-of-way to powered boats pulling skiers so as not to obstruct the skiing traffic pattern. EVERY OPERATOR SHALL AT ALL TIME NAVIGATE HIS BOAT IN A CAREFUL AND PRUDENT MANNER.

k. Guests: Guests may swim in the lake and ride or operate boats of property owners or leaseholders only when accompanied by the owner or lessee or a member of his immediate family. The member of the family must be 16 years of age or older. A guest driver (over 16) towing an owner or lessee (over 16) on skis or surfboard will be considered within the rule.

l. Swimming: No swimming or floating on air mattresses or other flotation devices shall be done beyond 30 feet from the shoreline.

m. Equipment:

All skiers and surfboard riders must wear life jackets or ski belts. Tow ropes must not exceed 75 feet. Tow boats must use an observer when three or more tow boats are using Clear Lake. At all other times, tow boats must use either an observer or rear view mirror. A skier in the water should hold a ski up in the air so he can be seen more easily. The tow boat should get to the fallen skier as soon as safely possible. Tow ropes being dragged behind a boat are dangerous. Be aware that another boat may hook a tow rope over a down skier. Down skiers should at all times be certain that no tow rope is around or over them.

n. Traffic Pattern:

Boats towing skiers or surfboard riders must stay to the right and travel in a counter clockwise pattern. No skiing or surfboarding is allowed in any canal. These rules apply to any type of sports equipment being pulled behind a boat.

o. State Boating Regulations and Clear Lakes Rules: All boats and operators will comply with the State Boating Regulations and these Clear Lake Rules and Regulations promulgated by Clear Lake Residential Association; provided however, if these Rules and Regulations are more restrictive than the State Boating Regulations, then all boats and operators shall comply with these Rules and Regulations.

p. Safety on the Lakes: Safety on the lake is everyone's concern and responsibility. If you see a violation of these rules or any activity that may be dangerous or hazardous, tell the individuals that are committing the violation. It is too late after an accident or a death occurs. If you or your guests are called down for any violation, be courteous and thank the person for caring.

## 2. RESPONSIBILITIES

Owners and lessees are responsible at all times for the reasonable decorum of their family members and guests. Parents are responsible for the conduct of their children at all times.

### 3. PETS

Pets shall not be allowed on the Common Properties except in transit when carried or on leash. Pet owners are responsible for the immediate clean up after their pets.

### 4. DAMAGES

Damage to the Common Properties shall be paid by the person causing such damage.

### 5. BUILDING & STRUCTURES

No building or structure of any kind shall be erected on the Common Properties without the written approval of the Clear Lake Residential Association.

### 6. NUISANCES

Owners and lessees shall not conduct nor cause to be conducted any noxious or offensive trade or activity upon the Common Properties, nor shall anything be done on the Properties which may be or become an annoyance or nuisance to the neighborhood; including gatherings of unusual size or ones making excessive noise.

### 7. ADVERTISING

No nuisance, advertising sign, billboard or any other advertising device shall be permitted, erected, placed or suffered to remain upon the Common Properties, and said Properties shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any other owner or lessee.

### 8. LIVESTOCK

No animals, livestock or poultry of any kind shall be raised, bred or kept on Common Properties.

### 9. DUMPING

Owners and lessees shall in all respects comply with state laws and requirements of the health authorities.

### 10. SHORELINE MAINTENANCE

Owners and lessees shall be responsible for maintaining the shoreline and the beach of any portion of the Common Properties which abuts land owned or leased by them and shall keep such shoreline and beach in a clean and sanitary condition, free from debris, logs or rubbish blown in or washed in on the shoreline or beach, and remove the same at the expense of the owner or lessee.

### 11. PARKING

Owners and lessees shall not suffer or permit any improper conduct of any person or persons in or about the Common Properties, and shall not use or permit the use of the traveled portion of common roads for the parking of its cars, trucks, tractors or other vehicles, or those of its visitors or guests.

### 12. FIREARMS

Owners and lessees shall not use or permit their guests to use firearms or air or gas operated guns, bow and arrow, or spear or spear gun operated gun on or across the Common Properties, nor shall they engage in or permit trapping on said premises.

### 13. ENFORCEMENT

Interpretation and enforcement of the Rules and Regulations listed above shall be determined at the time of occurrence of any alleged violation by the President of Clear Lake Residential Association. The President's decision may be appealed in writing to the Board of Directors.

# CLEAR LAKE RESIDENTIAL ASSOCIATION

## RULES AND REGULATIONS

<i>Revision No.</i>	<i>Date</i>	<i>Revision</i>
<i>Rev. 01</i>	<i>8-7-96</i>	<i>Revised 1.C eliminated months, changed motorized boating times from 9:00 a.m. to 10:00 a.m. Revised 1.E incorporate Jet Ski's and inboard motors and raised outboard horse power to 90. Revised 1.F. to raise boat length to 18'. Eliminated 1.M. Which listed same times as 1.C. Added page numbers and revision page.</i>
<i>Rev. 02</i>	<i>7-1-97</i>	<i>Revised (n.) removed sentence: "Except when coming to a stop, speeding and skiing will not be closer than 40 feet to the shoreline." to comply with State Rules and Regulations.</i>

### APPROVALS

*President*

*Board Member*

*Board Member*

*Board Member*

*Board Member*

*Secretary*

*Treasurer*

*Lynn Cook*  
*Ed. Cheng*  
*Deanne Page*  
*Les Blair*  
*Allen Fof*

notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee shall have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Developers" shall mean and refer to those persons identified as "Developers" in the Declaration, their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to "The Properties", dated July 15, 1981 and recorded in the office of the County Clerk of Butler County, Nebraska.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

#### ARTICLE III

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote

thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice unless other or different notice is provided for in the Articles of Incorporation, the Declaration or these By-Laws in which case such other or different notice shall be given. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members or their representatives who are present and entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot in the case of an owner, or the termination of the leasehold interest of a member in the case of a lessee.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one or two directors as required for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of all the votes of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as director. A director may contract with the Association to supply goods or services not otherwise part of his duties as a director.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or three more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles and Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right to use of the recreational facilities located on the Common Properties of a member



during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Enter into and carry out the responsibilities and duties of any management agreement covering any of the Properties;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership, by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors; and

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. An officer or director of the Association may be so employed.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period;

(2) Send written notice of each assessment to every lessee or owner subject thereto at least 30 days in advance of each annual assessment period;

(3) Foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same; and

(4) Fulfill all the duties, responsibilities and obligations of the Association as set forth in the Declaration.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned or managed by the Association;

(f) Cause all officers, directors or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Properties to be maintained.

(h) Permit Skiing upon the waters of the Common Properties subject to reasonable regulations.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all

leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as maybe required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall elect an Architectural Review Committee, as provided in the Declaration, and the Board of Directors shall appoint a Nominating Committee, as provided in

these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

The annual assessment period shall commence on the first day of January of each year. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The due date or due dates of any assessment shall be fixed by the Board of Directors at the time of assessment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Clear Lake Residential Association.

ARTICLE XIII  
AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; provided, however, any amendment of Article VII, Section 2(h) shall require a vote of three-fourths (3/4) of such members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

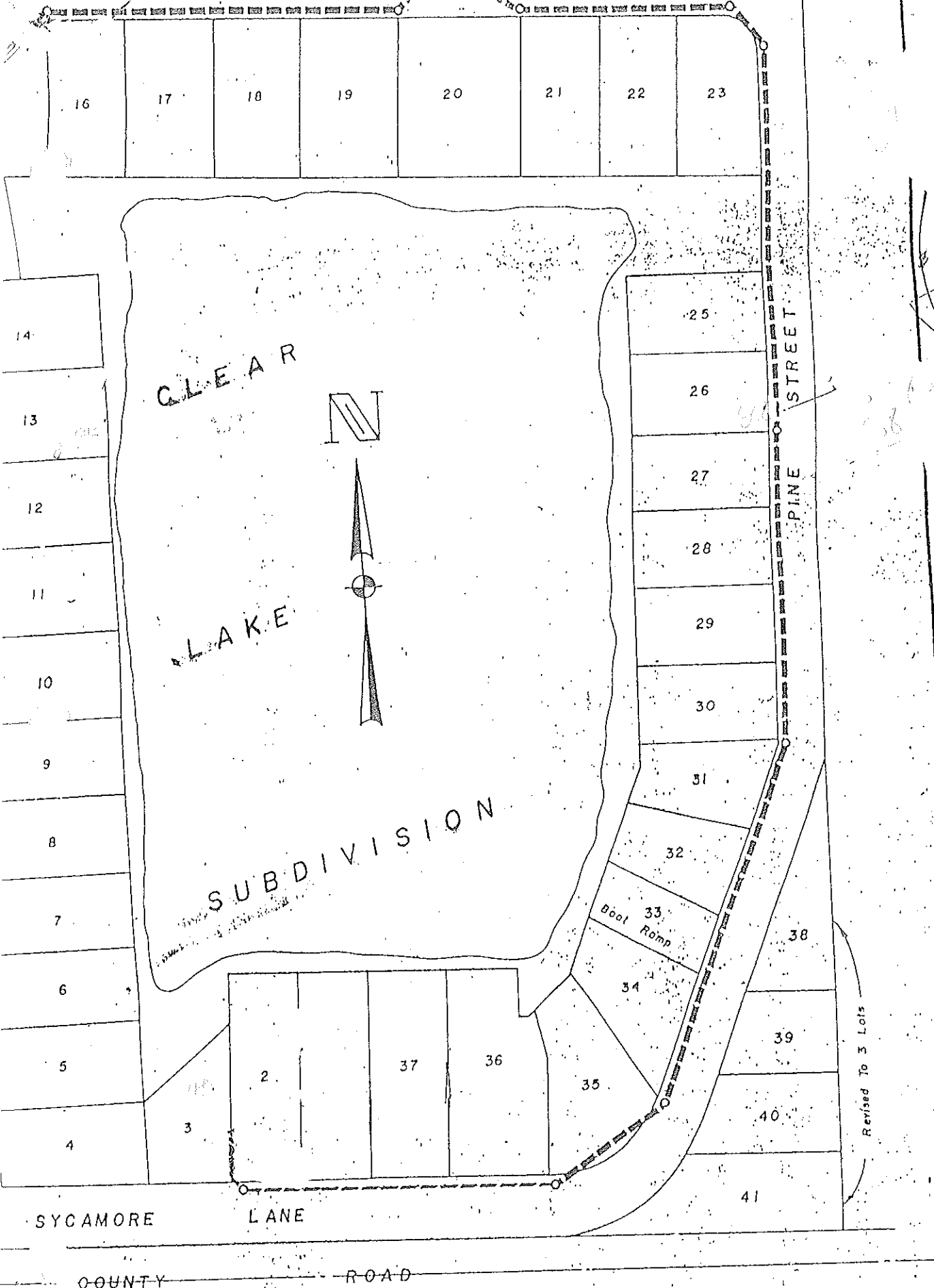
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Clear Lake Residential Association, a Nebraska non-profit corporation, and

THAT the foregoing By-laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
Secretary



BUTLER COUNTY

Revised To 3 Lots

DRN. I  
DATE  
SCALE  
PROJ.  
F. S.  
SHEET

LOT LAYOUT

SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CLEAR LAKE SECOND SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this 24 day of July, 1982, by GORDON G. ZELLER and MARY M. ZELLER, husband and wife, hereinafter referred to as the "Developer".

RECITALS:

A. There has heretofore been recorded a declaration of covenants, conditions and restrictions for certain real property located in Butler County, Nebraska (the "Declaration") which Declaration was recorded in Book 81 at Page 776 of the records of the County Clerk of Butler County, Nebraska.

B. Pursuant to Article II of the Declaration, the Developer shall have the right to bring within the scheme of said Declaration and make subject to the provisions thereof additional properties.

C. Developers desire to bring within the scheme of said Declaration and make subject to the provisions thereof property described in Exhibit 1 attached hereto and incorporated by reference herein.

NOW, THEREFORE, the Developers declare that the property described in Exhibit 1 attached hereto is and shall be held, transferred, sold, conveyed, leased and occupied subject to the protective covenants, conditions and restrictions set forth in the Declaration and in this supplementary declaration, all of which shall run with the land.

SECTION 1.

Applicability of the Declaration

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby supplemented as to the property described on Exhibit 1 which Exhibit is attached hereto and incorporated by reference herein, and such property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights set forth in the Declaration and hereinafter set forth, all of which shall run with the land.

SECTION 2.

Covenants, Conditions and Restrictions

A. Permitted Uses.

(1) No noxious or offensive activity shall be carried on at any lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners and the enjoyment of their Lots or the Common Properties.

(2) No manufacturing or commercial enterprise, or enterprise of any kind for a profit, shall be maintained upon, or in connection with any Lot, nor shall the same be used in any way for other than strictly residential purposes, nor used or



occupied injuriously to effect the use, occupation or value of the adjoining or adjacent premises or the neighborhood where said premises are situated for residential purposes; provided, however, the foregoing shall not prevent the rental or lease of any lot and improvements thereon for residential purposes.

(3) No chemical substance of any kind or nature other than that specifically approved by the governing board of the Clear Lake Residential Association shall be introduced directly or indirectly into the waters on the subdivision and there is specifically prohibited the use of chemicals for weed control purposes along or upon the shores of the waters on the common properties.

(4) Only single family residential houses in conformity with these covenants shall be erected on any Lot and any other building, structure or tent is hereby prohibited unless otherwise allowed by these covenants, provided, however, that a multiple family dwelling may be erected on Lot 15. The governing board of the Clear Lake Residential Association may by rule prescribe boating restrictions applicable to multiple family residents which are different and more restrictive than for other residents.

(5) Each dwelling constructed on a lot shall contain a minimum of One Thousand Fourty (1,040) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures) and shall include therewith a garage capable of housing at least one conventional automobile. Carports or open garages shall be prohibited. A maximum of two (2) buildings shall be permitted on each lot, one of which shall be utilized as a residence, with the other building serving as a garage, studio, greenhouse, utility building or combination thereof. The restrictions set forth in this Subsection (5) may be varied or waived by the Architectural Review Committee at its discretion, upon good cause shown. From and after the time paving shall be installed on the streets and avenues, all driveways or access ways to any garage from the street must be paved, gravel or asphalt driveways are prohibited.

(6) Only dwelling houses in conformity with these restrictive covenants shall be used as a residence whether temporarily or permanently and the use of any other building, structure or device as a residence for persons is hereby prohibited.

(7) No prefabricated residence shall be erected in said subdivision. The term "prefabricated" as used herein shall not apply to the use of structural members which have been precut off of the premises in the erection of a dwelling, nor shall the term "prefabricated" include an erection of custom built component homes which are otherwise in conformity with these covenants. Double wide portable residential units are prohibited. Modular homes are prohibited unless specifically approved by the Architectural Review Committee.

(8) A dwelling constructed in any location outside the property, shall not be moved to any Lot within the property.

(9) Boat docks, boat ramps or boat sheds shall be prohibited on the Common Properties and the waters thereof unless specifically authorized by the By-Laws or rules of the Clear Lake Residential Association and approved by the Architectural Review Committee.

(10) All fences shall be prohibited on the premises unless specifically authorized and approved by the Architectural Review Committee.

(11) All sewer installations shall be connected to a septic tank system which shall be in conformity with specifications furnished by the Developer and shall be installed subject to the directions and supervision of the Developer.

(12) All structures shall be located on a lot in such a fashion so as to provide at least five foot (5') sideyard from the lot line and fifteen foot (15') sideyard from the lot line on the opposite side of the lot, provided however, any structure shall be located so as to provide twenty foot (20') minimum distance from any structure located on any other lot.

B. Livestock and Pets.

(1) No wild or domestic animals or fowl shall be kept or maintained on any Lot provided that not more than three (3) generally recognized house or yard pets such as a dog or cat may be kept on a Lot if the same are not kept, breed or maintained for any commercial purpose. If an Owner chooses to keep house or yard pets, said Owner shall at all times have them under his or her control, whether within the Owner's Lot or in any other location within the property. Animals shall not be permitted to roam at will, and at the option of the Developer or the Clear Lake Residential Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their Owner for their return. The Developer and the Association shall have the right to adopt further rules and regulations to enforce such provisions.

No horses shall be kept or otherwise maintained within the Lots.

IN WITNESS WHEREOF, the Developers, by the act of each of them, have executed this instrument the day and year first above written.

Gordon G. Zeller  
GORDON G. ZELLER

Mary M. Zeller  
MARY M. ZELLER

STATE OF NEBRASKA )

) S

COUNTY OF PLATTE )

On this 22<sup>nd</sup> day of July, 1982, before me the undersigned notary public, duly commissioned and qualified for and in said county personally appeared GORDON G. ZELLER and MARY M. ZELLER, husband and wife, known to me to be the identical persons whose names are affixed to the foregoing instrument and have acknowledged the execution thereof to be their voluntary act and deed.



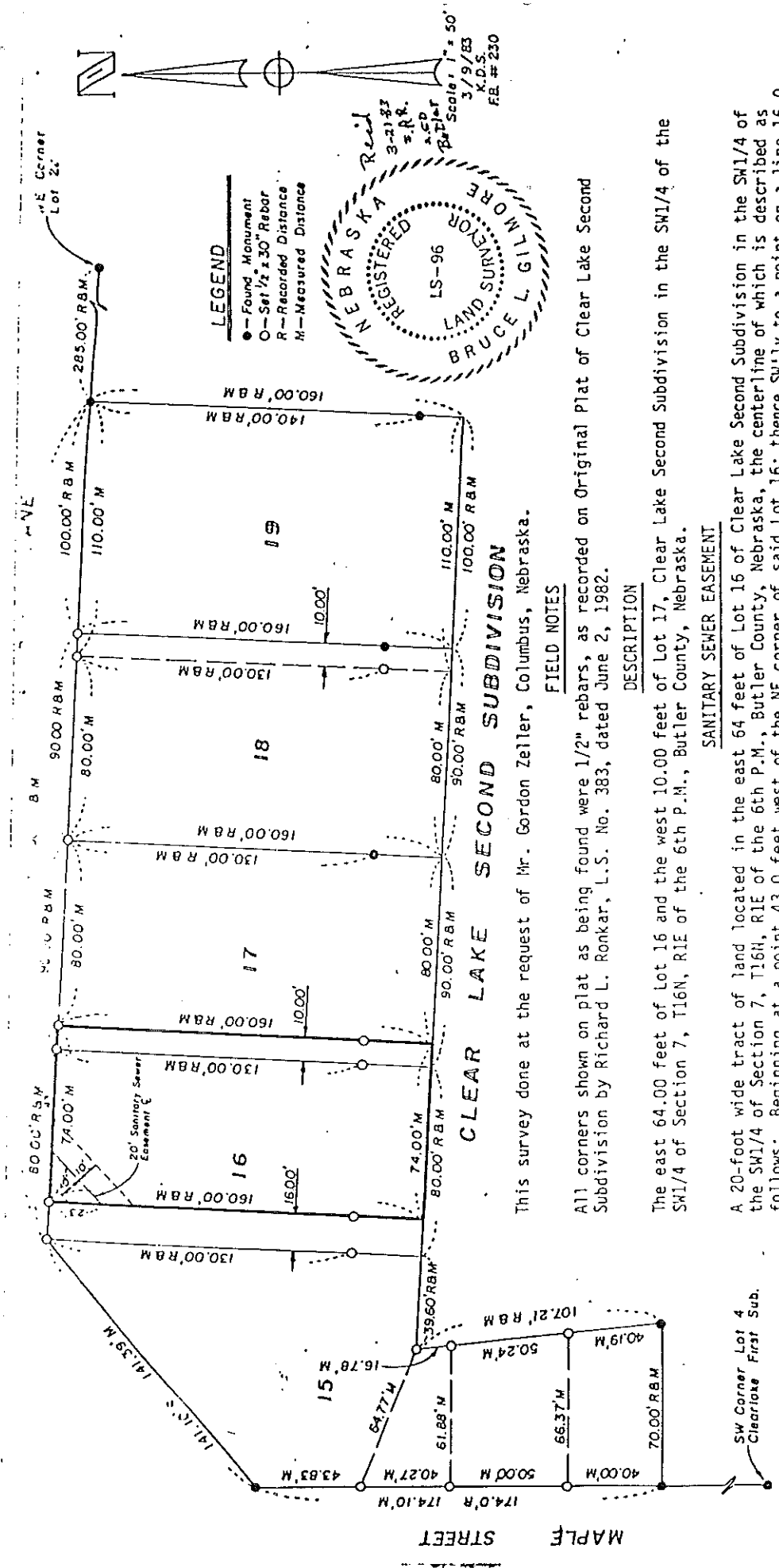
Raymond E. Baker  
Notary Public

EXHIBIT 1

TO

SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CLEAR LAKE FIRST SUBDIVISION

Part of the SW 1/4 of Section 7, Township 16 North, Range 1 East of the 6th P.M., Butler County, Nebraska, consisting of the following described tract: Commencing at the SW corner of the SW 1/4 of the SW 1/4 of Section 7, T16N, R1E of the 6th P.M., Butler County, Nebraska; thence easterly, 50.05', on the south line of said SW 1/4 to the point of beginning; thence northerly, 995.09', on a line 50' east of and parallel with the west line of said SW 1/4; thence easterly, 476.71', on a line at a right angle to the last described line; thence southerly, 1014.59', on a line at a right angle to the south line of said SW 1/4, to a point on the south line of said SW 1/4; thence westerly, 433.67', on the south line of said SW 1/4, to the point of beginning, containing 10.50 acres, more or less.



**FIELD NOTES**

This survey done at the request of Mr. Gordon Zeller, Columbus, Nebraska.  
 All corners shown on plat as being found were 1/2" rebar, as recorded on Original Plat of Clear Lake Second Subdivision by Richard L. Ronkar, L.S. No. 383, dated June 2, 1982.

**DESCRIPTION**

The east 64.00 feet of Lot 16 and the west 10.00 feet of Lot 17, Clear Lake Second Subdivision in the SW1/4 of the SW1/4 of Section 7, T16N, R1E of the 6th P.M., Butler County, Nebraska.

**SANITARY SEWER EASEMENT**

A 20-foot wide tract of land located in the east 64 feet of Lot 16 of Clear Lake Second Subdivision in the SW1/4 of the SW1/4 of Section 7, T16N, R1E of the 6th P.M., Butler County, Nebraska, the centerline of which is described as follows: Beginning at a point 43.0 feet west of the NE corner of said Lot 16; thence SW1/4 to a point on a line 16.0 feet east of the west line of said Lot 16, said point being 23.0 feet south of the north line of said Lot 16.

**SURVEYOR'S CERTIFICATE**

I, Bruce L. Gilmore, a competent surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on March 8, 1983; that all dimensions are in feet and are correct to the best of my knowledge and belief.

Entered in Numerical Index and Filed for Record in the Register of Deeds Office of said County of Butler, State of Nebraska, this 15 day of April A.D., 1983, at 9:30 o'clock P.M., Recorded in Book 83 of Register of Deeds  
 Page 510, thereof. Fee \$ 11.00  
 Bruce L. Gilmore, Surveyor  
 Bruce L. Gilmore, Nebraska L.S. No. 96