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Diane Kogals
REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee \$52.00
Del-Grant & Grant

Once Recorded Return Document To: Clark J. Grant, P.O. Box 455, Columbus, NE 68602-0455
EAGLE WOOD LAKE PHASE 3 SUBDIVISION
RESTRICTIVE COVENANTS AND CONDITIONS

Declarant is the owner of certain parcels of real estate located in a part of fractional sections 15, and 16 and accretions thereto, all in Township 17 North, Range 3 West, Platte County, Nebraska, in which Eagle Wood Lake Subdivision, is located.

WHEREAS, Declarant desires to provide for the construction of a planned residential area consisting of single family residences, and including, without limitation, open spaces and recreational facilities; and

WHEREAS, Declarant at this time includes in this Declaration and imposes the restrictions upon the common areas and lots of the property described above.

NOW, THEREFORE, Declarant hereby declares the lots of the property described above shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter collectively termed "covenants and restrictions") which are for the purpose of protection the value and desirability of the lots to be developed and sold to third parties located in the fractional section 15, and 16 and accretions thereto, all in Township 17 North, Range 3 West, Platte County, Nebraska, of which Eagle Wood Lake is located, and which shall run with the real property and be binding on all parties having any right, title or interest in one of the lots described herein, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

Eagle Wood Lake Phase 3 Subdivision perimeter description is as follows below:

LOTS 28 THROUGH 38 INCLUSIVE AND OUTLOT "C"

A PARCEL OF LAND LOCATED IN PART OF FRACTIONAL SECTIONS 15 AND 16 AND THE ACCRETIONS THERETO, ALL IN TOWNSHIP 17 NORTH, RANGE 3 WEST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 27, REPLAT OF EAGLE WOOD LAKE PHASE 2, AS PLATTED IN SAID FRACTIONAL SECTIONS 15 AND 16; THENCE N45°50'04"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 27, A DISTANCE OF 231.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE N49°30'29"E, A DISTANCE OF 25.92 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 153.22 FEET, THE CHORD OF SAID CURVE BEARS N05°36'51"E, A DISTANCE OF 138.66 FEET; THENCE N38°16'47"W, A DISTANCE OF 727.28 FEET; THENCE S87°21'21"W, A DISTANCE OF 62.12 FEET; THENCE N10°39'55"E, A DISTANCE OF 269.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A 167.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 37.77 FEET TO A POINT OF CURVATURE, THE CHORD OF SAID CURVE BEARS N87°33'07"W, A DISTANCE OF 37.69 FEET; THENCE NORTHERLY ON A 1040.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 216.86 FEET, THE CHORD OF SAID CURVE BEARS N20°46'09"E, A DISTANCE OF 216.46 FEET; THENCE N72°04'04"W, A DISTANCE OF 250.75 FEET; THENCE N06°02'59"W, A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF LOT 14 OF SAID REPLAT OF EAGLE WOOD LAKE PHASE 2; THENCE S72°04'04"E ON THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 326.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE CONTINUING S72°04'04"E ON THE EASTERLY EXTENSION OF SAID SOUTH LINE, A DISTANCE OF 37.72 FEET; THENCE S45°19'58"E, A DISTANCE OF 9.75 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 984.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 237.29 FEET,

THE CHORD OF SAID CURVE BEARS S26°04'06"W, A DISTANCE OF 236.71 FEET; THENCE S71°53'34"E, A DISTANCE OF 17.00 FEET; THENCE S18°52'56"W, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 223.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 122.46 FEET, THE CHORD OF SAID CURVE BEARS S54°00'40"E, A DISTANCE OF 120.92 FEET; THENCE S38°16'47"E, A DISTANCE OF 879.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ON A 323.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 501.42 FEET, THE CHORD OF SAID CURVE BEARS S06°11'33"W, A DISTANCE OF 452.56 FEET; THENCE S50°39'53"W, A DISTANCE OF 21.53 FEET; THENCE N45°50'04"W ON THE EASTERLY EXTENSION OF SAID NORTH LINE OF LOT 27, A DISTANCE OF 46.15 FEET TO THE POINT OF BEGINNING, CONTAINING 8.68 ACRES, MORE OR LESS.

OUTLOTS "D" THROUGH "L" INCLUSIVE

COMMENCING AT THE NORTHEAST CORNER OF LOT 27, REPLAT OF EAGLE WOOD LAKE PHASE 2 AND ASSUMING THE NORTH LINE OF SAID LOT TO BEAR N45°50'04"W; THENCE S45°50'04"E ON THE EASTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 46.15 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PRIVATE ROAD AS PLATTED IN SAID REPLAT OF EAGLE WOOD LAKE PHASE 2; THENCE S50°34'32"W ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY CONTINUING ON SAID EASTERLY RIGHT OF WAY LINE, ON A 984.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 70.68 FEET; THE CHORD OF SAID CURVE BEARS S48°36'28"W, A DISTANCE OF 70.67 FEET; THENCE S46°33'00"W CONTINUING ON SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 151.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY CONTINUING ON SAID EASTERLY RIGHT OF WAY LINE, ON A 984.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 97.79 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S43°42'11"W, A DISTANCE OF 97.75 FEET; THENCE S55°10'23"E, A DISTANCE OF 221.58 FEET; THENCE S36°27'49"W, A DISTANCE OF 163.37 FEET; THENCE S31°43'18"W, A DISTANCE OF 394.80 FEET; THENCE S36°08'27"W, A DISTANCE OF 322.25 FEET; THENCE S71°44'48"W, A DISTANCE OF 267.46 FEET; THENCE S80°25'54"W, A DISTANCE OF 47.84 FEET; THENCE N43°20'00"W, A DISTANCE OF 50.82 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING DESCRIBED COURSES: NORTHEASTERLY ON A 216.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 25.62 FEET, THE CHORD OF SAID CURVE BEARS N43°32'33"E, A DISTANCE OF 25.61 FEET; N40°08'40"E, A DISTANCE OF 279.16 FEET; NORTHEASTERLY ON A 516.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 47.89 FEET, THE CHORD OF SAID CURVE BEARS N37°29'09"E, A DISTANCE OF 47.87 FEET; N34°49'37"E, A DISTANCE OF 281.90 FEET; NORTHEASTERLY ON A 1016.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 79.81 FEET, THE CHORD OF SAID CURVE BEARS N32°34'36"E, A DISTANCE OF 79.79; N30°19'34"E, A DISTANCE OF 223.97 FEET; NORTHEASTERLY ON A 984.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 180.84 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N35°35'27"E, A DISTANCE OF 180.58 FEET, CONTAINING 5.19 ACRES, MORE OR LESS.

ARTICLE I. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following definitions:

1. "Eagle Wood Lake" is the name of the development consisting of Eagle Wood Lake Subdivision and Eagle Wood Lake Phase 3 Subdivision.
2. "Annual Assessment" shall mean the charge levied and assessed each year against each lot, owner or lessee.
3. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article II, Paragraph 6 below.
4. "Articles" shall mean the Articles of Incorporation of the Association as the same may, from time to time, be amended or supplemented.
5. "Assessment" shall mean an annual assessment or special assessment.

6. “Assessment Lien” shall mean the lien created and imposed by Article III, Paragraph 5.
7. “Association” shall mean Eagle Wood Lake Association, which has been incorporated as a nonprofit Nebraska corporation, its successors and designees.
8. “Board” shall mean the Board of Directors of the Association.
9. “Bylaws” shall mean the bylaws of the Association and any amendments or supplements to such bylaws.
10. “Common Area” shall mean those as designated by the Declarants which includes, but is not limited to the Lake, private roadways and running/hiking trails.
11. “Declarants” shall mean Eagle Wood Lake Association, Inc., its successors and assignees, and Gerhold, Inc., its successor and assignees.
12. “Developer” shall mean Gerhold, Inc.
13. “Dwelling” shall mean any building or portion of a building situated upon a lot designed and intended for use and occupancy as a residence by a single family.
14. “Eagle Wood Lake” shall mean the lake water in the Eagle Wood Lake Association, including the land underlying such lake.
15. “Lot” shall mean any one of Lots in Eagle Wood Lake Phase 2 Subdivision.
16. “Member” shall mean an Owner of a lot in Eagle Wood Lake Subdivision and Eagle Wood Lake Phase 2 Subdivision.
17. “Eagle Wood Lake Association Rules and Regulations” shall mean the rules and regulations adopted by the Board pursuant to Articles II and III.
18. “Owner” shall mean the record owner, whether one or more person or entities, of a fee simple title to any lot.
19. “Properties” shall mean and refer to that certain real property described herein and such additions as may hereafter be brought within the jurisdiction of the Association.

ARTICLES II. COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the lot owners at Eagle Wood Lake and the members of the Association and any purchaser(s), their heirs, devisees, personal representatives and assigns, the Declarants stipulate and agree that any and all Lots of Eagle Wood Lake Subdivision and Eagle Wood Lake Phase 2 Subdivision all as surveyed and platted and more particularly described as recorded in the office of the Register of Deeds, Platte County, Nebraska, shall be and are subject to the following protective covenants, restrictions and conditions. All covenants, restrictions and conditions shall run with the land and are as follows:

1. Lots Affect: Use of Lots. All lots in the subdivision shall be known and described as residential lots. No apartment house shall be built on any residential lot, and no basement house shall be built on any residential lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one dwelling with an attached garage and one outbuilding, which must be complementary to the design of the house and be within setback limits. No four car garage shall be allowed unless the Architectural Committee approves the plan for appearance. No commercial or business enterprise shall be conducted or operated in the subdivision. Operating an office out of the home shall be allowed.

No residential lot or lots shall be divided or split to create smaller building areas, but residential lots may be combined to establish larger building lots.

The building site elevation shall be as specified and approved by the Architectural Committee.

2. Dwelling Construction and Occupancy. A dwelling must be built on a lot prior to any temporary or permanent structure or boat dock. No dwelling may be built until approved by the Architecture Committee.
3. Garages, and Outbuildings, Temporary Structures. The outbuildings shall be of comparable quality and material to the residence as approved by the Architectural Committee. No building or dwelling house shall be moved into the subdivision and placed upon a residential lot without the approval of the Architectural Committee. No previously constructed home, mobile home or modular home constructed off premises shall be permitted to be moved on a lot without the approval of the Architectural Committee. No trailer, tent, garage, shack or other unsightly outbuilding shall be used as a dwelling at any time, nor shall any structure of a temporary character be used as a dwelling. No metal storage sheds are permitted without the approval of the Architectural Committee
4. Fencing and Lighting. All fencing shall be approved by the Architectural Committee. No chain link fences of any type, except dog kennels as approved by the Architectural Committee. No mercury or sodium vapor lights are allowed on any lot.
5. Lake Retaining Wall. All retaining wall construction and location shall first be approved by the Architectural Committee. The concrete materials used shall be uniform with all lots. The retaining wall shall be constructed within the time limit determined by the Architectural Committee.
6. Architectural Committee. The Board shall appoint an Architectural Committee consisting of three or more representatives. The committee shall consist of a minimum of two lot owners and the Developer. The committee shall have the responsibility for approving building construction, building site elevation, retaining walls and landscaping plans on the lots and the responsibility for maintaining uniform quality in construction. If the Board or its designated committee fails to approve or disapprove any design and location within 75 days following the written submission of the plans and specifications to the Board or the committee, approval will not be required, and this paragraph will be deemed to have been fully complied with. Any additions to or modifications of any existing home shall follow the same procedure as new construction and shall not be commenced until the plans and specifications showing the nature of the addition or modification have been submitted to and approved by the Architecture Committee.
7. Pets. No barns, chicken houses or other buildings for the care and housing of fowl, rabbits or livestock shall be placed, maintained or used on any lot, nor shall any fowl, rabbits or livestock be kept upon any lot. The breeding of animals or keeping of animals for any commercial purpose is not allowed. Pets such as dogs or cats are permitted, but shall be restrained. Complaints by lot owners of barking or destruction caused by pets may be referred to the Board. Any decision by the Board shall be final and binding on the lot owner.
8. Alteration of Premises. No sod, earth, sand, gravel or trees may be removed to the injury of the value or appearance of any lot nor for any commercial purposes, unless approved by the Architectural Committee. Any elevation change of a lot must be approved by the Architectural Committee.
9. Use for Storage. No unused building materials, junk or rubbish shall be left exposed on any lot except during actual building operations. No adjacent lot shall be used to store building materials or be disturbed in any way without written permission from owner of

said lot. No worn out or discarded automobiles, machinery or parts thereof shall be stored on any lot and no portion of the subdivision shall be used for the storage of automobiles, junk piles or the storage of any kind of junk or waste materials. Violators are subject to the ruling and decision of the Board.

10. Utilities: Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Association or any of their agents or servants are hereby waived by all of the owners. Service lines for individual residents for all public utility services which are available to a lot from an underground source shall be kept underground. Exposed television aerials shall not be used on any lot, and no radio aerial or apparatus are allowed.

11. Satellite Dishes, Receiving Equipment and Free Standing Yard Equipment. Satellite dishes, disks and receiving equipment approved by the Architecture Committee shall be allowed. All cable television lines shall be underground where available. Any outside fuel tanks and/or appurtenances must be concealed from view of the street and lake by fence or hedges approved by the Architecture Committee.

12. Setback and Elevation Requirements. All buildings in Eagle Wood Lake shall be placed on the lot in accordance with the following setback requirements:

<u>Front</u>	<u>Interior Side</u>	<u>Rear</u>
25'	10'	30'

All such measurements shall be computed from the foundation of the structure to the nearest property line. Driveways may be built within the setbacks if approved by the Architectural Committee.

13. Building Codes. All construction, electrical, plumbing and building shall be so performed to comply with the requirements of the current and future building code and ordinances of Platte County, Nebraska and said building code is incorporated in these restrictive covenants.

14. Building Requirement: Area Requirements. Each dwelling, garage and outbuilding on each residential lot shall have a roof constructed of shingles or other materials approved in writing by the Architectural Committee. Each residential lot shall have no more than one dwelling thereon, and such dwelling shall meet the following minimum square feet requirements, which minimum square footage shall not include garages or open porches.

- a. The finished and enclosed living area of main residential structures, exclusive of porches, breeze ways/lower levels, basements and garages shall not be less than 1,100 square feet for a one story home, not less than 1,400 square feet for a one and one-half story, not less than 1,600 square feet for bi-level, tri-level or two-story homes.
- b. The minimum livable square footage of any type of dwelling shall be above ground level, and the basement, walkout, or subbasement of the dwelling shall not be included in computing the minimum livable square footage.

15. Vegetation. The owner of each lot shall be responsible for mowing their lot. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the lot. Native grasses and wild flowers are exempted. There shall be no cottonwood trees planted. All beaches must be maintained and kept clean of weeds, trash and other unsightly objects.

16. Boat Ramp. The boat ramp shall be maintained by the Association.
17. Lake Usage.
 - a. The design, materials, and construction of all boat docks must be approved by the Architectural Committee. One dock per lot may be constructed parallel with the shoreline. No boathouses shall be built on the lakeshore.
 - b. Pumping from the lake is prohibited.
 - c. Disposal of water from a heat and cooling system or any other mechanical devise into the lake is prohibited.
18. Drainage. Site drainage from any lot to the lake and the materials used for such drainage must be approved by the Architectural Committee.
19. Septic/Sewer System. Declarations shall install all septic tanks and initial sewer lines at the time the residence in constructed on each lot. Each residence shall be connected to an approved septic tank sized to meet the NDEQ residential requirements for that residence. Until such time as a community sewer system is constructed. If a community sewer system is constructed at a future date ordered by the DEQ, each owner is obligated to disengage/remove the spetic system and laterals if required and hook up to the community system and to pay the prorated share of the sewer line installed around the perimeter of the lake in an amount as determined by the Association. This assessment shall be exempt from the 10% maximum assessment limitation set forth in Article III 4 of these restrictions.
20. Additional Lots/Common Areas. Declarant reserves the right, without consent or approval of any Owner/Member, to expand the Association by filing subsequent Declarations or amend this Declaration to include additional residential lots/Common Areas (as defined herein) in any new subdivision which is contagious to any of the Lots (as defined herein). Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee and/or successor in title by recordation with the Register of Deeds of Platte County, Nebraska of a Declaration of Covenants, Conditions, Restrictions and Easements, executed and acknowledged by Declarant or Declarant's assignee and/or Declarant's successors in title setting forth the identity of the additional residential lots/Common Areas (hereinafter the "Subsequent Phase Declaration"). Upon the recording of any Subsequent Phase Declaration which expands the residential lots/common areas included in the Association, the additional residential lots/ common areas identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article II and this Declaration, and the Owners of the additional residential lots shall be members of the Association with all the rights, privileges and obligations accorded or accruing to Members of the Association.
21. Future improvements or alterations made on the lots in Eagle Wood Lake shall comply with these covenants.

ARTICLE III. ORGANIZATION OF ASSOCIATION

1. Formation of Association. The Association shall be a Non-Profit Nebraska Association charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the overall intent of this Declaration. It shall be the responsibility of the corporation to enforce all of the covenants, restrictions and conditions contained in this Declaration.
2. Classes of Voting Membership. The Association shall have one class of voting membership. A lot owner shall have one membership vote per lot and the Developer shall have five membership votes per lot.

3. Transfer of Voting Membership. Upon the purchase of a lot within Eagle Wood Lake, said purchaser shall be entitled to one membership vote in the Association. The membership vote shall run with the land and automatically be transferred to any new owner upon the sale or other transfer of any lot in Eagle Wood Lake.
4. Board of Directors/Annual Assessment. A Board consisting of all of the lot owners will be established. The Board shall control, by majority vote, the management and operation of the Association. The Board, in its sole and absolute discretion, may fix the amount of the annual assessment as follows:
 - a. The Board may levy an assessment. An annual assessment increase, if any, may not exceed 10% of the annual assessment for the previous year unless approved by a 2/3rds vote of the members.
 - b. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, repair, replacement and normal maintenance of capital improvements upon the common areas, boat ramp, including fixtures and personal property related thereto. Any assessment shall have the assent of a 2/3rds vote of the members. No special assessment shall be made for payment of an alleged personal injury or other negligent act for which the Association may be liable.
 - c. Both annual and special assessments must be fixed uniformly for all lot owners except that lots owned by the Developer shall not be assessed.
 - d. The assessments levied by the Association shall be used to promote the creation, health, safety and welfare of the residents; to maintain common green areas and roads; to promote and stock fish; to pay for accounting fees, legal fees, insurance for common areas, real estate taxes on common areas and lake, landscape maintenance of common areas, lake maintenance, boat ramp maintenance, road maintenance including snow removal, to enforce the covenants and to preserve the appearance of the development for the benefit of all the residents of the community.
 - e. Notice, quorum and voting requirements of any meeting called for the purpose of taking any action authorized under subparagraphs 2, 3 and 4 shall be governed by the Articles of Incorporation and By-Laws of the Association.
 - f. Any real estate taxes levied and assessed against the Association shall be borne equally and paid by the members of the Association through the annual assessments as described in Article III, Paragraph 4.
5. Payment of Assessments. Each lot owner, except lots owned by Developer, within Eagle Wood Lake, hereby covenants, and agrees, to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as provided herein. Annual and special assessments become due within 30 days of issuance of the assessment. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a lien on the land shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Any unpaid assessments shall be a lien on the real estate and may be foreclosed and collected through a court proceeding at law or in equity like a mortgage. Any lot owner delinquent on payment of assessments shall forfeit all lake rights until such delinquency is corrected.

6. Remedies for Violations. If the owner of any lot, or family member of the lot owner, their heirs or assigns, violate any of the covenants, restrictions and conditions set forth in this Declaration, it shall be lawful for any other person or persons owning any real estate in Bow String or the Association to enforce these covenants with proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants.

In addition to the foregoing right, the Association shall have the right to enter onto the property of an owner whenever there has been constructed on the lot any temporary structures, signs, unused parts thereof, weeds, underbrush or other unsightly growth or objects in breach of these restrictions and to abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. If the Association has to remove any objects in breach of these restrictions the cost will be the responsibility of the lot owner and they will be assessed accordingly. The failure to promptly enforce any of the covenants, restrictions or conditions of this Agreement shall not, in any way, be a waiver of their enforcement.

7. Covenant Declared Void. If any of the covenants, restrictions or conditions set forth in this Agreement are declared void by a court of competent jurisdiction, the remaining covenants, restrictions or conditions shall not be affected, but shall remain in full force and effect.

8. Rule and Regulations. The Board and the Architectural Committee reserve the right to make additional covenants, rules and regulations or to modify the covenants, rules and regulations of Eagle Wood Lake.

9. Persons Subject to Restrictions: Modifications. These covenants, restrictions and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of lots for a term of 30 years from the date this instrument is recorded, after which time it shall be automatically extended for successive periods of 10 years. This instrument may be amended or a variance granted during the first 30 year period by an instrument signed by at least 90% of the members and thereafter by an instrument signed by at least 60% of the members. Any amendment to this instrument must be recorded with the Register of Deeds of Platte County, Nebraska.

IN WITNESS WHEREOF, the Declarant has signed this instrument on the date set opposite of each signature.

GERHOLD, Inc., a Delaware Corporation

By:

Stuart Gerhold
Stuart Gerhold, Its President

STATE OF NEBRASKA)

: ss.

COUNTY OF PLATTE)

On this 14th day of May, 2017, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **STUART GERHOLD**, President of Gerhold, Inc., a Delaware Corporation, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.



(SEAL)

Kristi J. Nelson
Notary Public