

A F F I D A V I T

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

Jesse E. Sutton, Vice-President of Beaver Lake Corporation,
being duly sworn, deposes and says that on October 23, 1970,
Beaver Lake Corporation duly adopted covenants and restrictions
appertaining to certain property located in Cass County, Nebraska
which are applicable to and binding upon the lots and parcels of
land shown on the following plats of Beaver Lake Sub-Division,
Cass County, Nebraska.

- | | |
|-----------|-------------------|
| Plat # 1 | Plat # 13 |
| Plat # 2 | Plat # 14 |
| Plat # 3 | Plat # 15 |
| Plat # 4 | Plat # 16 |
| Plat # 5 | Plat # 17 |
| Plat # 6 | Plat # 18 |
| Plat # 7 | Plat # 19 |
| Plat # 8 | Plat # 20 |
| Plat # 9 | Plat # 21 |
| Plat # 10 | Plat # 22 |
| Plat # 11 | Revised Plat # 22 |
| Plat # 12 | Plat # 24 |
| | Refile Plat # 24 |

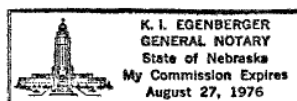
Affiant further states that a copy of said covenants and re-
strictions is hereto attached and by this reference made a part
thereof.

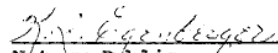
Dated this 12 day of October, 1973.



Jesse E. Sutton

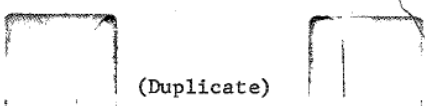
Subscribed and sworn to before me this 12th day of October, 1973.





Notary Public

Doc # 98 FILED FOR RECORD 14-12-73 AT 11:50 AM. IN BOOK 15 OF Maps
PAGE 673 REGISTER OF DEEDS, CASS CO., NEBR.
COMPARED Betty Philpat # 54,50


(Duplicate)

COVENANTS AND RESTRICTIONS

WHEREAS Beaver Lake Corporation, a Nebraska Corporation, is owner in fee simple or has option to purchase property located in Cass County, Nebraska and

WHEREAS it is the intention of Beaver Lake Corporation that said property shall be developed as a restricted residential-recreation area,

NOW THEREFORE, the undersigned Beaver Lake Corporation causes the following Declaration of Protective Covenants and Restrictions which shall run with the land and be binding on all persons by, through or under it unless amended or modified as hereinafter provided:

DEFINITIONS

Whenever the word "seller" is used herein it shall be construed to mean Beaver Lake Corporation, its successors and assigns and to include Beaver Lake Association which is a corporation to be formed by the Beaver Lake Corporation or with its consent and approval, and its successors and assigns. "Purchaser" shall be construed to mean all persons referred to as purchaser and their respective heirs, legal representatives, successors, assigns and survivors. Singular pronouns shall be construed to include the plural and masculine pronouns shall be construed to include the feminine or neuter gender, as the case may be.

The Seller may from time to time assign to Beaver Lake Association one or more or all of the rights, privileges, duties and obligations it holds pursuant to and under the terms of the following covenants and restrictions, and upon such assignment said Beaver Lake Association shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Seller.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots and parcels of land shown on plats of Beaver Lake Sub-Division recorded or to be recorded in the Recorder's Office of Cass County, Nebraska, except that the Seller may from time to time set aside certain unplatted areas for special useage or future development which areas may contain special restrictions and/or covenants.

UTILITY COVENANT

The Seller agrees to install or cause to be installed, sewer collection lines and water distribution lines to serve the certain lot or lots as enumerated on the face of this agreement, and to construct such necessary installations and/or plants in connection therewith as are acceptable to and approved by proper governmental authorities. The sewer fee of \$900.00 per lot as shown on the face of this agreement shall be the only charge for the installation of such sewer facilities and shall include a connection to the individual lot line. It is further agreed however, that in the future should authorized governmental agencies require tertiary treatment, or other facilities, beyond those designed for the system under present State regulations, the Purchaser will pay his pro-rata share of the cost. The Seller has agreed with the Beaver Lake Association to sell to the Association the water treatment plant and facilities and all distribution lines throughout the property at cost.

RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" areas on the plats aforementioned. No Purchaser may sub-divide a recorded lot. Special restrictions and conditions shall apply on lots designated for multiple dwellings, business and shall apply on lots designated for multiple dwellings, business and commercial and shall be set forth on recorded plats of such lots.

2. All building plans and type of materials must be approved by Seller and must comply with any existing local building codes in force at the time of construction.

3. Not more than one single family dwelling may be erected or constructed on any one lot, except for those lots so designated. No building may be erected on any lot prior to the erection of a dwelling, except a tool shed or boat house may be constructed upon receiving written permission and conditions from the Seller. No accessory or temporary building, or basement, shall be used or occupied as living quarters. No unpainted exteriors shall be permanent sub-flooring for more than three weeks. The exteriors of all buildings must be completed within six (6) months from the date construction commences. Open pier foundation type construction shall not be permitted without prior permission and written plan approval of Seller.

4. No dwelling shall be constructed with less than the minimum ground or first floor living space (exclusive of porch area) indicated by the letter symbol set forth on each lot on the plat or plats of Beaver Lake Subdivision. The letter symbol "A" shall indicate 1200 square feet; "B" shall indicate 1040 square feet; "C" shall indicate 880 square feet; and the minimum for lots bearing symbol "D" and "Special Use" lots shall be determined by Seller and such minimums shall be set forth on recorded plats. Seller may in writing waive the prescribed minimum in situations where such waiver will enhance the beauty of the development or where adherence would cause undue hardship to the Purchaser. Mobile homes will be permitted only in areas designated for such use and must comply with local zoning ordinances and subdivision regulations. Minimum requirements are 400 square feet living area. All units must be skirted within 90 days after placing. Picture of mobile unit, plot plan showing location on lot must be submitted to seller for approval before installation.

5. Unless Seller shall give permission in writing, no part of any building shall be on any lot: (a) within 30 feet of the frontage road right of way; (b) within 10 feet of the side boundary of any contiguous lot; (c) within 30 feet of any rear lot line, or within 50 feet from any normal water line as indicated on plats of Beaver Lake Subdivision, whichever is greater, however, all conditions must comply with the Zoning Regulations of Cass County, Nebraska as applied to "R" Residential regulations.

6. Outside toilets are prohibited. No waste, refuse or litter shall be permitted to enter any water impounded in the subdivision, and no individual drain field or other disposal system shall be allowed within 50 feet of the normal water line thereof. All plumbing facilities installed shall be required to be connected to central water and sewer systems when available.

7. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and Seller shall determine what constitutes noxious or offensive activity, and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No pet shall be permitted to run loose. No for sale signs shall be permitted and no other signs may be displayed without written permission of Seller, and size of all signs may be regulated by Seller.

8. All lots, and ditches between lot and shoulder of road, must be maintained by Purchaser in a tidy and satisfactory manner, and should said property not be properly maintained, Seller may provide such maintenance as it deems necessary and Pruchaser agrees that costs for some will be paid by him upon billing by Seller. Installation of all culverts must be approved by Seller.

9. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of Seller. Use of the lake shall be subject to the rules and regulations of Beaver Lake Association. Seller reserves the use of the lake and other facilities for its corporate purposes without limitation.

10. Seller reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shore line of the lake; 15 feet wide along both sides of all road rights of way; and 10 feet wide along the side and rear lines of each lot, together with the right to ingress and egress for the purpose of installing, operating and maintaining all types of utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purposes. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes. No lot owner shall have any cause of action against Seller or its licensees at law or in equity arising out of the use of said easement except for gross negligence.

11. Lots adjacent to the lake are bounded on the lake side by the contour line that is 1050 feet above sea level. All riparian rights or rights to use the lake are expressly reserved to Seller. The use of the lake is a privilege to which the Purchaser shall be entitled only by obtaining and maintaining membership in the Association in good standing. No rights to the use of the lake or any other facilities of the subdivision 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 lot.

12. These covenants and restrictions run with the land and in the event of a violation, the Seller or the owner of any lot may prosecute any action at law or in equity to recover damages therefor or to enjoin such violation. The owner of any lot hereby agrees that in the event of a violation of any covenant and restriction contained herein, that the legal remedy may be inadequate and that an injunction may issue against the lot owner, without notice and without bond to enjoin such violation.

13. The restrictions and conditions contained herein may be amended or revoked in whole or in part by Seller in the following manner: A notice, setting forth the intended amendment or revocation, shall be published once each week for three successive weeks in a newspaper or general circulation in Cass County. If Seller shall not have received objection to the proposed amendment or revocation in writing, signed by more than fifty (50) percent of the lot owners of record, within thirty (30) days after the date of first publication, Seller may adopt such amendment or revocation and record same in the Cass County Recorder's Office, whereupon the same shall become effective. No amendment or revocation, however, shall be made of the restrictions in No. 10 or restrictions in No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF said Beaver Lake Corporation does cause these presence to be executed this 23 day of October, 1970

BEAVER LAKE CORPORATION

By Ray Melton
Ray Melton, Chairman of the Board



Assistant Secretary Navin Miller
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

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

Witness my hand and Notarial Seal this 23rd day of October, 1970



Katherine D. Egerberger
Notary Public
My Commission Expires: August 26, 1972

STATE OF NEBRASKA) ss
CASS COUNTY)
FILED FOR RECORD THIS 6 DAY OF
Nov 19 70 AT 2 O'CLOCK
30 MINUTES P. M. AND RECORDED
IN BOOK 8 PAGE 125766
K. J. W. McDonald
COUNTY CLERK, PLATTSMOUTH, NEBR. *K. J. H.*