


## RESOLUTION

WHEREAS, Beaver Lake Association, a Nebraska Not-For-Profit Corporation, is the body empowered, authorized and obligated to exercise rights, privileges, duties and obligations as set out to the original Covenants and Restrictions of Beaver Lake Subdivision, filed at the Cass County Courthouse, Register of Deeds Office, and


WHEREAS, said original Covenants and Restrictions empower said Association with the power to amend said Covenants and Restrictions, and

WHEREAS, said original Covenants and Restriction require notice for three successive weeks in a newspaper of general circulation in Cass County, Nebraska, the same having been done and satisfactorily shown to the Board of Directors of Beaver Lake Association, said original Covenants and Restrictions also calling for an objection to proposed amendment in writing signed by more than fifty percent (50%) of the lot owners of record within thirty (30) days after the date of the first publication, and in that the Board has not received an objection signed by more than fifty percent (50%) of the lot owners of record, the first day of the publication being November 21, 1994.

NOW, THEREFORE, BE IT RESOLVED, that the Covenants and Restrictions are adopted as amended, that the same be recorded in the Cass County Register of Deeds Office, and that the same shall be effective from the date of filing therein.

  
 President  
 Beaver Lake Association

Attest:

  
 Secretary

INDEX: Said Amended Covenants and Restrictions of Beaver Lake Association are to be filed with the Register of Deeds Office of Cass County, Nebraska against all lots of Beaver Lake Subdivision, as platted and recorded.

FILED FOR RECORD 1-9-95 AT 11:40 A.M.  
 IN BOOK 46 OF Maps PAGE 70  
 REGISTER OF DEEDS, CASS CO., NE Patricia Manning  
 Doc # 84 \* 1061.50

COMPARED

BEAVER LAKE ASSOCIATION  
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, it's successors and assigns and to include Beaver Lake Association which is a corporation to be formed by the Beaver Lake Corporation or with it's consent and approval and it's 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 usage 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 utility fee of \$450.00 per lot, payable prior to the issuance of a building permit, provided the fee has not been previously paid, shall be the only installation charge for sewer facilities, and shall include a connection to the individual lot at the time of dwelling construction. 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.

#### RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" 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 the Seller and must comply with any and all existing local building codes, including the codes, restrictions and regulations of Beaver Lake Association.

3. 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 1440 square feet with a minimum length of 40 feet and a minimum width of 36 feet; "B" shall indicate 1296 square feet with a minimum length and width of 36 feet; "C" shall indicate 1156 square feet; and a minimum length and width of 34 feet, the minimum length and width shall apply for at least 1/2 the length and 1/2 the width of the structure. Also the roof shall be pitched with a minimum vertical rise of 5 inches for each 12 inches of horizontal run. The minimum for lots bearing the 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 shall be permitted only in areas designated for such use and shall comply with local zoning ordinances and subdivision rules and regulations. In compliance with Beaver Lake Association Covenant #14, all mobile homes shall be new. They shall be inspected by Beaver Lake Association to meet standards as established by the Beaver Lake Association Board of Directors. Minimum requirements are 840 square feet living area, with a minimum width of 14 feet. All units shall 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. Modular structures which are not certified as constructed to UBC codes (Uniform Building Codes) as the minimum are construed to be mobile homes, and will only be permitted in areas designated for mobile home use. No modular structures are permitted without specific approval of the Beaver Lake Association Board of Directors. Traditionally constructed houses may be placed

on lots designated for mobile homes and shall meet all Beaver Lake Association rules and regulations as established for houses on lots designated by the symbol "C".

4. 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.

5. Outside toilets are prohibited. Portable toilets, except as required by OSHA, are prohibited. No waste, refuse or litter shall be permitted to enter any water impounded in the subdivision, and no individual disposal system shall be allowed. No disposal system of any type shall be allowed within 50 feet of the normal lake water line. All plumbing facilities installed shall be required to be connected to central water and central sewer systems.

6. No noxious or offensive activity shall be permitted on any lot, nor shall anything to 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. All signs, including size and material, displayed shall be regulated by Beaver Lake Association.

7. All lots, and ditches between lots and shoulder of road, shall be maintained by purchaser in a tidy and functional manner, and shall said property not be properly maintained, seller may provide such maintenance as it deems necessary and purchaser agrees that costs for same will be paid by purchaser upon billing by seller. Installation of all culverts shall be approved by seller.

8. The use of roads shall be restricted to licensed motor vehicles and licensed operators. No parking shall be allowed on the driving surface. Parking may be restricted by Beaver Lake Association on those portions of the road right-a-way which are not a driving surface. All State of Nebraska driving rules and regulations shall have the force of law on Beaver Lake Association roads.

9. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of the Seller. All shorelines shall be maintained in accordance with Beaver Lake Association rules and regulations by the owner of the property. 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 it's corporation 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 type 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 the 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 it's 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 maintaining membership in the Association in good standing. No rights to the use of the lake or any other facilities of the subdivisions 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, added to 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 of 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.

14. Pre-existing houses, or other structures, shall not be moved into the Beaver Lake Subdivision.

15. As the injury that could result from a breach of these covenants is uncertain in itself and insusceptible of certain computation, it is further expressly agreed that liquidated damages shall apply. Said damages are to be adopted, amended added to, or revoked by resolution of the Board of Directors for separate classifications of violations of these covenants and restrictions. The schedule of liquidated damages and effective dates shall be posted at the Association's business office at Beaver Lake, Cass County, Nebraska. This paragraph shall in no way be construed to limit any other remedies that seller may have at law or at equity.

16. Each lot shall have one regular membership and each regular membership shall be assessed dues incident to it's membership within the policies and conditions as set forth by the Board. Further, that the Board of Directors shall have the power from time to time as necessity dictates and the Board of Directors deems appropriate and necessary to levy special assessments for the maintenance or improvement of the Association's property and that said assessment shall be levied on each lot benefiting from said improvement or maintenance either in whole or in part.

Dated this 17 day of November, 1994.

BEAVER LAKE ASSOCIATION

By John S. Wagner  
President

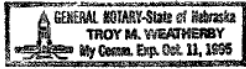
Attest:

Walter J. Jensen  
Secretary

STATE OF NEBRASKA    )  
                                  )ss  
COUNTY OF CASS        )

On this 28 day of December, 1994 before me a Notary Public personally came, John S. Wagner, President and Walter J. Jensen, Secretary, of Beaver Lake Association acknowledged the execution of the foregoing Covenants and Restrictions to be their voluntary act and deed.

Subscribed and sworn to before me the date and year  
last above written.



*Troy M. Weatherby*  
\_\_\_\_\_  
Notary Public

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Exhibit A

All Lots of Beaver Lake Subdivision, as platted and recorded in Cass County; NE:  
Beaver Lake Blocks A-G

Beaver Lake Assess Lots 1-9

Beaver Lake Special Use Lots 1-8

Beaver Lake Condoplex - Frac.

Beaver Lake Condoplex - Unit 5

Beaver Lake Condoplex, Phase I-Plat 1 Lots 1-4

Beaver Lake Condoplex, Phase I-Plat 2 Lots 6-25

Beaver Lake Reserved Lots 1-18

Beaver Lake Community Area Lots 14-17

Beaver Lake "E" Lots 1E-4E

Beaver Lake Lots 1 - 1301 and 1410-2122 Including the following Replats:

Lots 98,99,241,269,330,449,451,473,475,477,568,570,620,699,734,743,745,910,  
1089,1221,1244,1413,1424,1437,1484,1516,1585,1587,1621,1630,1719,1751,1839,  
1912,2048, and 2061.

1-6-95  
(Date)

By: John S. Wagner