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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION IS MADE ON THE DATE HEREINAFTER SET FORTH AND SIGNED BELOW BY THOMAS E. BOWMAN, UNA N. BOWMAN, HOWARD R. PROPLESCH, AND L. DEANNE PROPLESCH, HEREINAFTER REFERRED TO AS THE "DECLARANT"

WITNESSETH: WHEREAS DECLARANT OWNS CERTAIN PROPERTY, MORE PARTICULARLY DESCRIBED AS LOTS 1 THRU 24, LOT 26 THRU 35, 1-I THRU 10-I, 12-I THRU 26-I AND 28-I THRU 31-I, AND LOT 100, COMMON AREA, OF HARBOR 671 SUBDIVISION OF BURT CO. NE. AS SHOWN ON THE PLAT TO WHICH THESE DECLARATIONS ARE ATTACHED. NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE PROPERTIES DESCRIBED ABOVE SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THESE EASEMENTS, COVENANTS, RESTRICTIONS, AND CONDITIONS, WHICH ARE MEANT TO PROTECT THE APPEARANCE, VALUE AND DESIRABILITY OF THE AREA, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" SHALL MEAN AND REFER TO HARBOR 671 ASSOCIATES, INCORPORATED, A NEBRASKA NON-PROFIT CORPORATION.

SECTION 2. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 3. "PROPERTIES" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREINBEFORE DESCRIBED, AND SUCH ADDITIONS THERETO AS MAY BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.

SECTION 4. "COMMON AREA" SHALL MEAN AND REFER TO ALL REAL PROPERTY OWNED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS. THE COMMON AREA TO BE OWNED BY THE ASSOCIATION AT THE TIME OF CONVEYANCE OF AT LEAST 75% OF THE LOTS IS DESCRIBED AS FOLLOWS: LOT 100, ROAD, RAMP, ISLAND, PENINSULA, AND LAKE MORE PARTICULARLY DESCRIBED ON SURVEY DOCUMENTS FOR THE HARBOR 671 SUBDIVISION AND ATTACHED HERETO.

ARTICLE I, CONTINUED
SECTION 5. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTIES WITH THE EXCEPTION OF THE COMMON AREA. LOTS ARE FOR SINGLE FAMILY USE.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO THOMAS E. BOWMAN, UNA N. BOWMAN, HOWARD R. PROPLESCH, AND L. DEANNE PROPLESCH.

SECTION 7. "IMPROVED LOT" SHALL MEAN AND REFER TO ANY LOT ON THE PROPERTIES, EXCLUSIVE OF THE COMMON AREA, UPON WHICH A STRUCTURE TO BE USED FOR HUMAN HABITATION SHALL BE ERECTED OR PLACED.

SECTION 8. "UNIMPROVED LOT" SHALL MEAN AND REFER TO ANY LOT ON THE PROPERTIES, EXCLUSIVE OF THE COMMON AREA, UPON WHICH THERE IS NO STRUCTURE OF ANY KIND OR NO STRUCTURE INTENDED FOR HABITATION BY HUMANS.

SECTION 9. "MEMBER" SHALL MEAN AND REFER TO PERSONS ENTITLED TO MEMBERSHIP AS PROVIDED IN THE DECLARATION AND SHALL MEAN AN OWNER OF A LOT OR LOTS IN THE HARBOR 671 SUBDIVISION OF BURT COUNTY WHO IS IN GOOD STANDING WITH THE ASSOCIATION.

ARTICLE II

PROPERTY RIGHTS

SECTION I. OWNERS' EASEMENTS OF ENJOYMENT. EVERY OWNER SHALL HAVE A NON-EXCLUSIVE RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREA WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT, SUBJECT TO THE FOLLOWING PROVISIONS:

(a) THE RIGHT OF THE ASSOCIATION TO CHARGE REASONABLE ADMISSION AND OTHER FEES FOR THE USE OF ANY RECREATIONAL FACILITY SITUATED UPON THE COMMON AREA.

(b) THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHTS TO USE OF THE RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY DUES OR ASSESSMENT REMAIN UNPAID; AND FOR A PERIOD OF TIME, AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, FOR ANY INFRACTION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OR PUBLISHED ASSOCIATION RULES AND REGULATIONS.

(C) THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY PUBLIC AGENCY, AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT SIGNED BY NINETY PERCENT (90%) OF THE MEMBERS AGREEING TO SUCH ACTION HAS BEEN RECORDED.

(d) THE INGRESS AND EGRESS BY THE PUBLIC UPON SURFACE WATERS DEEMED TO BE PART OF A FEDERAL WATERWAY.

ARTICLE II, CONTINUED
SECTION 2. DELEGATION OF USE. ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY AND GUESTS, OR TO ANY CONTRACT PURCHASERS WHO RESIDE ON THE LOT PROVIDED THAT THE OWNER OF RECORD SHALL BE RESPONSIBLE TO THE ASSOCIATION FOR THE CONDUCT UPON AND USE BY SAID FAMILY AND GUESTS OF THE COMMON AREA. FOR PURPOSES OF INSTALLING A FLOATING BOAT DOCK/FISHING DOCK ONLY, EACH LOT OWNER OF RECORD OF A WATERFRONT LOT IS GRANTED EXCLUSIVE USE OF SURFACE WATER OVER THE COMMON GROUND IMMEDIATELY TO THE LAKE-SIDE OF THEIR LOT FOR A DISTANCE OF FORTY (40) FEET INTO THE LAKE AND ADJACENT TO AND IN FRONT OF THAT LOT. NON-WATERFRONT LOT OWNERS MAY INSTALL A BOAT DOCK ONLY ON THE WEST SIDE OF THE LAUNCH RAMP ON A SPACE AVAILABLE BASIS ONLY. ADVANCE WRITTEN PERMISSION FROM THE ASSOCIATION WILL BE REQUIRED. THE SIZE, CONSTRUCTION AND PLACEMENT OF SUCH DOCKS WILL BE CONTROLLED BY THE ARCHITECTURAL CONTROL COMMITTEE OF THE ASSOCIATION. ALL OWNERS AGREE TO REFRAIN FROM USE OF OTHER OWNER'S PRIVATE DOCKS.

SECTION 3. LOT MAINTENANCE. LOT OWNERS SHALL AT THEIR OWN EXPENSE, KEEP, MAINTAIN, AND TAKE CARE OF THE LOT AND ALL IMPROVEMENTS THEREON AND SHALL COMMIT NO WASTE OR NUISANCE. IN THE EVENT OWNER FAILS TO MAINTAIN THE LOT OR MAKE ANY NECESSARY REPAIRS WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM THE ASSOCIATION SPECIFYING SUCH NECESSARY MAINTENANCE OR REPAIRS, THEN THE ASSOCIATION, AT ITS OPTION AND IN ADDITION TO ANY OTHER REMEDIES, MAY UNDERTAKE SUCH MAINTENANCE OR REPAIRS AND THE COST THEREOF PLUS INTEREST AT THE MAXIMUM RATE PERMITTED TO BE CHARGED TO INDIVIDUALS SHALL BE DEEMED TO BE SO MUCH ADDITIONAL ASSESSMENT OWING BY THE OWNER TO THE ASSOCIATION AND SHALL BE DUE AND PAYABLE ON DEMAND BY THE ASSOCIATION.

SECTION 4. EASEMENTS AND LICENSES. THE ASSOCIATION AND ITS AGENTS, CONTRACTORS AND DESIGNEES SHALL HAVE AN EASEMENT AND LICENSE TO ENTER ON ANY LOT AT ALL TIMES NECESSARY IN ORDER TO ACCOMPLISH CHANGES, REPLACEMENTS OR REPAIRS TO WATER LINES, ELECTRIC LINES, TELEPHONE LINES OR OTHER UTILITIES IN ORDER TO MAINTAIN SERVICE OR TO PREVENT INJURY OR DAMAGE TO ANY PERSONS OR DWELLINGS OR PROPERTY LOCATED WITHIN THE PROPERTIES OR COMMON AREA ABOVE DESCRIBED. THE ASSOCIATION RESERVES THE RIGHT TO GRANT SUCH FURTHER EASEMENTS AND LICENSES UNDER, UPON OR OVER SAID LOTS AS MAY BE NECESSARY OR REQUIRED BY UTILITIES FURNISHING GAS, WATER, TELEPHONE, ELECTRICAL AND TELEVISION OR OTHER UTILITY SERVICES TO SAID PROPERTIES OR THE COMMON AREA. A "RIGHT OF WAY" AREA HAS BEEN DESIGNATED FOR UTILITY ACCESS FROM THE CENTERLINE OF ALL ROADWAYS AND HAS BEEN SHOWN ON ALL SURVEY MAPS AND PLATS FOR LOTS. NO PERMANENT STRUCTURES, FENCES, TREES, HEDGES, BUSHES, ETC. SHALL BE PLACED IN THIS SPACE. BUILDING SETBACK LINES HAVE BEEN ESTABLISHED FOR ALL LOTS TO PROVIDE FOR A UNIFORM ORGANIZED AND PLANNED APPEARANCE. FOR LOTS 1 THROUGH 27, THE RIGHT OF WAY IS EIGHTEEN (18) FEET FROM THE CENTERLINE OF THE ROAD AND THE BUILDING SETBACK LINE IS FORTY (40) FEET. ALL OTHER LOTS ARE TEN (10) AND THIRTY (30) FEET RESPECTIVELY. PRIOR TO

ARTICLE II, CONTINUED
SECTION 4, CONTINUED
ANY CONSTRUCTION OR OTHER ACTIVITY IN THE RIGHT OF WAY ZONES ALONG ANY ROADWAY, OWNERS MUST FIRST WORK THROUGH THE ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE TO PREVENT ANY VIOLATION OF THIS CLEAR ZONE.

SECTION 5. INSURANCE; WAIVER. THE ASSOCIATION AND OWNER HEREBY RELEASE THE OTHER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO THE OTHER OR ANYONE CLAIMING THROUGH OR UNDER THEM BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO PROPERTY CAUSED BY FIRE OR ANY OF THE EXTENDED COVERAGE TO THE EXTENT ALLOWABLE BY EACH PARTIES INSURANCE COMPANY. EACH OWNER AND THE ASSOCIATION SHALL MAINTAIN PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE IN AN AMOUNT AT LEAST EQUAL TO THREE HUNDRED THOUSAND (300,000) DOLLARS PER OCCURRENCE IN WHICH THE ASSOCIATION IS NAMED AS AN "ADDITIONAL INSURED". EACH OWNER SHALL FURNISH THE ASSOCIATION WITH A CERTIFICATE OF INSURANCE SPECIFYING BOTH THE OWNERS LOT AND ALSO LOT 100 ROADWAYS, LAUNCH RAMP, AND COMMON AREAS, EVIDENCING THAT SUCH INSURANCE IS IN FORCE. SUCH POLICY SHALL CONTAIN A CLAUSE REQUIRING AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION PRIOR TO CANCELLATION.

ARTICLE III

PROTECTIVE COVENANTS

SECTION 1. ALL LOTS SHALL BE USED ONLY FOR PRIVATE SINGLE FAMILY STRUCTURES, MOBILE HOMES, MANUFACTURED HOMES, COMMUNITY RECREATION, AND ASSOCIATION MAINTENANCE AND SERVICE FACILITY PURPOSES. NO LOT OR RESIDENCE THEREON MAY BE RENTED OR LEASED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION EXCEPT FOR CURRENT LEASES AND RENEWALS. NO MORE THAN ONE LIVING UNIT, WHETHER CABIN, TRAILER OR HOUSE, WILL BE PERMITTED UPON ANY LOT. NO BUILDING, FENCE, WALL OR OTHER STRUCTURE OF ANY TYPE SHALL BE ERECTED, ALTERED, OR PLACED UPON ANY LOT UNTIL A PLOT PLAN, PLANS AND SPECIFICATIONS REFLECTING ALL FACETS OF THE PROPOSED IMPROVEMENT OR ALTERATION HAVE BEEN APPROVED IN WRITING BY THE ASSOCIATION USING THE PROCEDURE DESCRIBED HEREIN. NO BEACHES MAY BE FENCED AND NO BOAT HOUSES MAY BE BUILT ON THE BEACH. ALL RETAINING WALLS EITHER BUILT OR REPAIRED MUST BE APPROVED BY ASSOCIATION USING THE PERMIT PROCEDURE DESCRIBED HEREIN. NO PROVISIONS HAVE BEEN MADE FOR THE PARKING OF GUEST RECREATIONAL VEHICLES (MOTOR-HOMES AND TRAVEL TRAILERS) WITHIN HARBOR 671. WITH THE PRIOR APPROVAL OF THE ASSOCIATION, SPECIAL TEMPORARY ARRANGEMENTS MAY BE MADE FOR PARKING SUCH VEHICLES FOR A PERIOD NOT TO EXCEED TWENTY-ONE (21) DAYS PER YEAR. UNLESS STORED IN A GARAGE, RECREATIONAL VEHICLES THAT ARE THE PROPERTY OF THE LOT OWNERS MAY BE PLACED UPON THEIR LOT ONLY FOR PURPOSES OF MAINTENANCE, LOADING, AND UNLOADING FOR PERIODS NOT TO EXCEED FOURTEEN (14) DAYS PER YEAR. SUCH R.V. UNITS OWNED BY LOT OWNERS MAY NOT BE USED AS LIVING UNITS DURING SUCH PERIODS OF PARKING.

ARTICLE III, CONTINUED

SECTION 2. EXISTING OR NEW STRUCTURES SHALL BE PAINTED A UNIFORM COLOR SCHEME. ALL STRUCTURES SHALL BE FULLY SKIRTED TO THE GROUND ON ALL SIDES. DECKS DO NOT REQUIRE SKIRTING UNLESS ITEMS ARE TO BE STORED BENEATH THE DECK. ADDITIONS AND ATTACHMENTS TO EXISTING STRUCTURES SHALL USE COMMON EXTERIOR COVERING AND SHALL BE A UNIFORM COLOR SCHEME. IN THE EVENT THAT NATURAL WOOD TRIM OR EXTERIOR COVERING MATERIALS SUCH AS REDWOOD, CYPRESS, OR CEDAR ARE USED, THEY NEED NOT BE PAINTED UNLESS DESIRED. NO RIBBED GALVANIZED SHEET METAL OR TIN WILL BE ALLOWED FOR SIDING OR SKIRTING MATERIAL UNLESS PAINTED. MANUFACTURED HOUSING WILL BE ACCEPTABLE AS LONG AS PROPERLY SET UP, BLOCKED, TIED DOWN AND SKIRTED TO THE GROUND ON ALL SIDES. ALL CONSTRUCTION DONE WITHIN HARBOR 671 MUST BE PERFORMED IN A WORKMANLIKE FASHION, SHALL CONFORM TO ANY STATE OR LOCAL CODES IN EXISTENCE AT THE TIME OF COMPLETION, AND MUST CONFORM TO ACCEPTED SAFETY PRACTICES. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME AS SPECIFIED ON THE APPROVED PERMIT ISSUED BY THE HARBOR 671 ARCHITECTURAL COMMITTEE.

SECTION 3. NO BUSINESS OR TRADE, OR NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT UPON THE COMMON AREA OR WITHIN ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO ANY RESIDENT. NO LOT MAY BE PLACED INTO AGRICULTURAL PRODUCTION OR FARMING WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION. NO GATHERINGS OF UNUSUAL SIZE OR LOUD MUSIC OR EXCESSIVE NOISE WILL BE PERMITTED WITHOUT ADVANCE APPROVAL OF THE ASSOCIATION. NO BUSINESS SIGN, BILLBOARD, OR OTHER ADVERTISING SHALL BE PLACED OR MAINTAINED UPON ANY LOT EXCEPT TWO SIGNS OF NOT MORE THAN SIX (6) SQUARE FEET TOTAL ADVERTISING A LOT "FOR SALE" AND ONE SIGN PER LOT IDENTIFYING THE OWNER OF SUCH LOT AS A DIRECTOR OF THE ASSOCIATION. SIGNS IDENTIFYING THE FACILITIES, SPEED LIMITS, INSTRUCTIONAL SIGNS OF HARBOR 671 ASSOCIATES, INC. ARE PERMITTED WHERE NEEDED. A BULLETIN BOARD IS PROVIDED AT THE ENTRANCE TO THE LAUNCH RAMP UPON WHICH OWNERS MAY PLACE NOTICES AND SUCH OTHER ITEMS SUITABLE FOR A FAMILY ENVIRONMENT. THE BULLETIN BOARD IS ASSOCIATION PROPERTY AND AN ASSOCIATION OFFICER SHALL HAVE THE RIGHT TO REMOVE ANY ITEM THE ASSOCIATION MAY DEEM OBJECTIONABLE, OUT OF DATE, ETC.

SECTION 4. ALL LAWNS, TREES, SHRUBS, HEDGES, WALLS, FENCES, SEAWALLS, BEACHES, OR ANY OTHER APPURTENANT GROWTH OR STRUCTURE SHALL BE MAINTAINED IN A SAFE, NEAT AND ORDERLY MANNER. NO INOPERABLE VEHICLES OF ANY KIND MAY BE STORED OUTSIDE ON ANY LOT. NO ACCUMULATION OF MATERIALS OF ANY KIND MAY BE STORED OUTSIDE ON ANY LOT UNLESS SAID MATERIALS ARE SCREENED FROM VIEW OF ANY PERSON FROM THE ROAD OR ANY ADJACENT LOT. SCREENING FENCES INSTALLED FOR THIS PURPOSE MUST COMPLY WITH THE ASSOCIATION PERMIT PROCEDURE PRIOR TO CONSTRUCTION.

ARTICLE III, CONTINUED
SECTION 5. LOTS 1 THROUGH 27 MUST PROVIDE AT LEAST TWO (2) OFF-ROAD PARKING SPACES WITHIN THE LOT PERIMETER. DRIVEWAYS MAY BE USED TO SATISFY THIS REQUIREMENT. NO VEHICLE PARKING ALONG ANY HARBOR 671 ROADWAYS OR COMMON AREAS IS PERMITTED. EXTENDED VEHICLE PARKING AT THE ENTRANCE GATE TO HARBOR 671 IS NOT PERMITTED. OWNERS SHOULD ARRANGE GUEST ARRIVALS SO AS TO MOVE ALL VEHICLES TO SUITABLE DESIGNATED PARKING ON OWNERS LOT. ERECTION AND MAINTENANCE OF ANY STABLE OR OTHER SHELTER FOR LIVESTOCK OR FOWL WITHIN HARBOR 671 IS PROHIBITED.

SECTION 6. OUTSIDE TRASH BURNERS ARE ACCEPTABLE AS LONG AS THEY COMPLY WITH STATE AND LOCAL LAWS. ALL OWNERS MUST BE CONSIDERATE IN THE PLACEMENT OF BURNERS SO AS NOT TO CREATE A NUISANCE FOR NEIGHBORING OWNERS. NO MATERIAL MAY BE ALLOWED TO ACCUMULATE AND BECOME A HEALTH HAZARD OR AN ATTRACTION TO ANIMALS OR RODENTS. ALL OWNERS WILL BE RESPONSIBLE FOR TRANSPORT OF NON-BURNABLE TRASH AND REFUSE TO AUTHORIZED DISPOSAL SITES OUTSIDE HARBOR 671. NO BURIAL OF SOLID WASTE OF ANY KIND WILL BE PERMITTED ANYWHERE WITHIN HARBOR 671. NO FILL MATERIAL MAY BE BROUGHT IN/USED ON ANY LOT EXCEPT FOR UNMIXED EARTH, STONE, GRAVEL OR SAND.

SECTION 7. SINCE NO LOT WITHIN HARBOR 671 IS SERVED BY ANY SANITARY OR STORM SEWER, IT IS AGREED THAT EACH OWNER OF A LOT WILL ERECT AND MAINTAIN A SEPTIC TANK SYSTEM MEETING STATE CODES FOR EFFECTIVE DISPOSAL OF SEWAGE FROM ANY OCCUPIED BUILDING AND WILL KEEP THE SAME IN GOOD REPAIR AND FREE FROM ODOR OR NUISANCE TO ANY OTHER OWNER OR ADJOINING PROPERTY OWNER. DWELLING UNITS INTENDED FOR AND USED FOR FULL TIME OR YEAR AROUND LIVING SHALL BE SERVED BY AN APPROVED POTABLE WATER SUPPLY THAT WILL MEET ALL NEBRASKA STATE DEPARTMENT OF HEALTH CODES.

SECTION 8. SINCE THE CHANNEL OPENING TO THE MISSOURI RIVER IS SUCH AN IMPORTANT FEATURE TO THE ENJOYMENT OF HARBOR 671, THE PRESERVATION OF THIS CHANNEL IS MANDATORY. ALL OWNERS WILL BE EXPECTED TO TAKE PERSONAL RESPONSIBILITY FOR THE PROTECTION OF THE CHANNEL AND TO NOTIFY ALL PERSONS, WHETHER RESIDENTS, OWNERS, OR OTHERS, THAT WAKES IN THE CHANNEL AREA WILL CAUSE EXCESSIVE SILTING AND CUTTING BACK OF THE BANKS. THE ENTIRE CHANNEL AREA BETWEEN THE POSTED SIGNS IS A "NO-WAKE" ZONE.

SECTION 9. NO RECREATIONAL RIDING OF MINI-BIKES, MOTOR SCOOTERS, MOTORCYCLES, ATV'S OR ANY OTHER OFF-ROAD RECREATIONAL VEHICLES IS PERMITTED UPON THE HARBOR 671 ROADWAYS. "PRACTICE DRIVING" OR "DRIVING AROUND" FOR RECREATIONAL PURPOSES OF MOTOR VEHICLES OF ANY KIND IS PROHIBITED ON ANY ROADWAYS OR GROUNDS OF HARBOR 671. NO SNOWMOBILES MAY BE OPERATED UPON ANY ROADWAYS OR COMMON GROUNDS (INCLUDING THE LAKE) OF HARBOR 671.

SECTION 10. FOR THE SAFETY, CONVENIENCE AND GENERAL ENJOYMENT OF ALL RESIDENTS, GUESTS AND OWNERS, DOGS MAY NOT BE ALLOWED TO RUN LOOSE WITHIN HARBOR 671. ALL DOGS SHALL BE EITHER ON A LEASH OR IN A FENCED AREA AND UNDER THE FULL CONTROL OF THE OWNER AT ALL TIMES. DOGS BARKING EXCESSIVELY SO AS TO BE A NUISANCE TO OTHERS

ARTICLE III, CONTINUED
SECTION 10, CONTINUED
MAY SUBJECT THE OWNERS TO DISCIPLINARY ACTION BY THE ASSOCIATION.
SECTION 11. FISHING AND BOATING RULES WITHIN THE WATER FACILITIES OF HARBOR 671 SHALL COMPLY WITH AND BE THE SAME AS THOSE PROMULGATED BY THE STATE OF NEBRASKA.

SECTION 12. THE SPEED LIMIT UPON HARBOR 671 ROADWAYS IS FIFTEEN (15) MILES PER HOUR FOR ALL VEHICLES. LOT OWNERS WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS WHETHER COMMITTED BY GUESTS, FAMILY MEMBERS, SERVICE PERSONNEL OR OTHER PERSONS WHO HAVE ENTERED WITH A LOT OWNER'S AUTHORIZATION.

SECTION 13. THE USE OF FIREARMS, INCLUDING AIR, B,B OR PELLET GUNS IS PROHIBITED. NO HUNTING BY ANY MEANS AND NO TRAPPING IS PERMITTED UPON ANY LOTS OR COMMON GROUNDS WITHIN HARBOR 671.

SECTION 14. SINCE THE SECURITY OF HARBOR 671 IS AN IMPORTANT FEATURE, ALL OWNERS AGREE TO TAKE MEASURES TO ASSURE THAT THE MAIN GATE IS KEPT LOCKED AT ALL TIMES.

SECTION 15. THE CUTTING OR TRIMMING OF TREES LOCATED UPON THE COMMON GROUNDS OF THE ASSOCIATION WILL NOT BE PERMITTED WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE ASSOCIATION.

SECTION 16. NO OIL OR OTHER HAZARDOUS SUBSTANCES MAY BE PLACED OR RELEASED ON OR IN ANY HARBOR 671 LOTS OR COMMON AREA.

SECTION 17. OWNERS SIGNING A CONTRACT FOR WATER SERVICE WITH THE LOGAN EAST RURAL WATER DISTRICT WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL PAYMENTS TO THE RURAL WATER DISTRICT. HARBOR 671, INC. AND HARBOR 671 ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY WHETHER PAST, PRESENT OR FUTURE FOR ANY MONTHLY CHARGES, HOOK-UP OR TERMINATION FEES, DISCONNECTION OR RE-CONNECTION CHARGES OR ANY OTHER PAYMENTS TO THE LOGAN VALLEY EAST RURAL WATER DISTRICT AT ANY TIME.

ARTICLE IV

THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS.

SECTION 1. EVERY OWNER OF A LOT LOCATED WITHIN THE HARBOR 671 SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ASSOCIATION SHALL HAVE ONLY ONE CLASS OF VOTING MEMBERSHIP. THE MEMBERS SHALL ALL BE OWNERS. OWNERS AND JOINT OWNERS SHALL BE ENTITLED TO ONE COLLECTIVE VOTE FOR EACH LOT OWNED. THE ASSOCIATION HAS PREVIOUSLY BEEN INCORPORATED UNDER THE NEBRASKA NONPROFIT CORPORATION ACT FOR THE PURPOSE OF REGULATING, MAINTAINING AND PRESERVING THE COMMON AREAS AND PROMOTING THE BEST INTERESTS OF THE AREA IN GENERAL. THE ASSOCIATION SHALL HAVE THE FOLLOWING POWERS, RESPONSIBILITIES, AND LIMITS WITH REGARD TO THE COMMON AREAS, THE LOTS, AND THE SUBDIVISION IN GENERAL.

ARTICLE IV, CONTINUED
SECTION 1, CONTINUED

(a) TO PROMULGATE, ENACT, AMEND, AND SUPPLEMENT RULES AND REGULATIONS RELATING TO THE USE AND ENJOYMENT OF THE COMMON AREAS AND LOTS; PROVIDED ALWAYS THAT SUCH RULES AND REGULATIONS ARE UNIFORMLY APPLICABLE TO ALL LOTS AND OWNERS AND CONFORM WITH THIS DECLARATION.

(b) TO EXERCISE ALL OF THE POWERS AND PRIVILEGES AND PERFORM ALL OF THE DUTIES AND OBLIGATIONS OF THE ASSOCIATION AS SET FORTH IN THIS DECLARATION AND THE BY-LAWS, OR AS THE BY-LAWS MAY BE AMENDED FROM TIME TO TIME.

(c) TO FIX, LEVY, COLLECT, ABATE, AND ENFORCE ALL CHARGES, DUES, OR ASSESSMENTS MADE PURSUANT TO THE TERMS OF THE DECLARATION.

(d) TO TAKE GENERAL RESPONSIBILITY FOR ADMINISTRATION AND MANAGEMENT OF THE ASSOCIATION AND THE SUBDIVISION AND EXECUTE SUCH DOCUMENTS AND DO AND PERFORM ALL ACTS, INCLUDING CONSISTENT ENFORCEMENT OF THE COVENANTS, RESTRICTIONS AND CONDITIONS, AS MAY BE NECESSARY OR APPROPRIATE TO THE TAKING OF SUCH RESPONSIBILITY.

(e) TO ACQUIRE BY PURCHASE OR OTHERWISE, HOLD FOR INVESTMENT OR OTHERWISE, OR DISPOSE OF FOR PROFIT OR OTHERWISE, ANY INTEREST IN REAL OR PERSONAL PROPERTY, WHEREVER LOCATED AND NOT DESIGNATED AS COMMON AREA, IN CONNECTION WITH THE AFFAIRS OF THE ASSOCIATION.

(f) TO DO AND PERFORM SUCH ACTS, AND EXECUTE SUCH DOCUMENTS, AS MAY BE NECESSARY OR APPROPRIATE TO ACCOMPLISH THE PURPOSES OF THE ASSOCIATION AS SET FORTH IN THE BY-LAWS DESCRIBING HOW THE ASSOCIATION SHALL BE RUN AND MAINTAINED.

(g) THE ASSOCIATION MAY NOT ELIMINATE THE ARCHITECTURAL COMMITTEE OR ITS FUNCTIONS AND THE ASSOCIATION MAY NOT ABOLISH THE HOMEOWNERS ASSOCIATION OR ITS FUNCTIONS.

ARTICLE V

COVENANT FOR DUES AND ASSESSMENTS

SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF DUES AND ASSESSMENTS. THE DECLARANT, FOR EACH LOT OWNED WITHIN THE PROPERTIES, HEREBY COVENANTS, AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION: (1) ANNUAL DUES OR CHARGES, AND (2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, EXTRAORDINARY MAINTENANCE COSTS OR OTHER SPECIAL CHARGES AS ESTABLISHED AND AGREED BY THE ASSOCIATION MEMBERSHIP IN ACCORDANCE WITH THE BY-LAWS OF THE ASSOCIATION AND COLLECTED AS SPECIFIED BY THE ASSOCIATION BOARD OF DIRECTORS. THE ANNUAL DUES AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST COSTS, AND REASONABLE ATTORNEY FEES, SHALL BE A

ARTICLE V, CONTINUED
SECTION 1, CONTINUED
CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH EACH ANNUAL DUES PAYMENT OR SPECIAL ASSESSMENT IS MADE. ALL SUBSEQUENT OWNERS, WHETHER THROUGH INHERITANCE OR PURCHASE, SHALL TAKE TITLE SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID DUES OR ASSESSMENTS. EACH SUCH DUES AND ASSESSMENT, TOGETHER WITH INTEREST, COSTS, AND REASONABLE ATTORNEY FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME THE DUES OR ASSESSMENT FELL DUE. THE PERSONAL OBLIGATION FOR PAYMENT OF ANY DELINQUENT DUES OR ASSESSMENTS SHALL NOT PASS TO HIS SUCCESSORS IN TITLE UNLESS EXPRESSLY ASSUMED BY THEM.

SECTION 2. PURPOSE OF DUES AND ASSESSMENTS. THE DUES AND ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY TO PROMOTE THE RECREATION, HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS IN THE PROPERTIES AND FOR THE MAINTENANCE, IMPROVEMENT, TAXES AND INSURANCE OF THE COMMON AREA INCLUDING THE PURCHASE OF SUPPLIES, EQUIPMENT, OR CONTRACT LABOR. IN THE EVENT THAT THE NEED FOR MAINTENANCE OR REPAIR IS CAUSED THROUGH THE WILFUL OR NEGLIGENT ACT OF ANY OWNER, HIS FAMILY, GUEST OR INVITEE, THE COST OF SUCH MAINTENANCE OR REPAIRS SHALL BE ADDED TO AND BECOME A PART OF THE DUES OR ASSESSMENT TO WHICH SUCH LOT IS SUBJECT, AND SUCH ADDED DUES OR ASSESSMENT SHALL NOT BE SUBJECT TO THE MAXIMUM ASSESSMENT LIMITATIONS HEREIN CONTAINED IN SECTION 5.

SECTION 3. PAYMENT OF DUES OR ASSESSMENTS. THE ANNUAL DUES AND ANY ASSESSMENTS, DETERMINED AS SPECIFIED IN ASSOCIATION BY-LAWS AND APPROVED BY THE OWNERS AT THE ANNUAL MEETING SHALL BE PAYABLE IN THE MANNER, AMOUNTS AND AT THE TIMES SPECIFIED BY THE ASSOCIATION BOARD OF DIRECTORS. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ESTABLISH A DIFFERENT METHOD OF PAYMENT UPON NOTICE TO THE OWNERS.

SECTION 4. SPECIAL ASSESSMENTS. AS DESCRIBED IN SECTION 1 ABOVE, THE ASSOCIATION MAY, IN ANY ASSESSMENT YEAR, LEVY A SPECIAL ASSESSMENT, APPLICABLE TO THAT YEAR ONLY, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT (SEE SECTION 1 OF THIS ARTICLE) UPON THE COMMON GROUND AREA INCLUDING FIXTURES AND PERSONAL PROPERTY PROVIDED THAT SUCH ASSESSMENT SHALL HAVE THE ASSENT OF THE MEMBERS AS SPECIFIED IN THE ASSOCIATION BY-LAWS.

SECTION 5. RATE OF ASSESSMENT. THE ANNUAL DUES AND ANY SPECIAL ASSESSMENT SHALL BE LEVIED AGAINST EACH LOT PROVIDED HOWEVER THAT UNTIL JANUARY 1, 2001, THE MAXIMUM ANNUAL AMOUNT THAT MAY BE LEVIED AGAINST ANY LOT UPON WHICH THERE IS NO COMPLETED STRUCTURE FOR HUMAN HABITATION (AS OF JANUARY 1st), SHALL BE $25 FOR SUCH YEAR.

ARTICLE V, CONTINUED
SECTION 6. DATE OF COMMENCEMENT OF ANNUAL DUES OR ASSESSMENTS. THE ANNUAL DUES OR SPECIAL ASSESSMENTS SHALL COMMENCE AS TO ALL LOTS ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE COMMON AREA TO THE ASSOCIATION. IN ACCORDANCE WITH THE ASSOCIATION BY-LAWS, THE BOARD OF DIRECTORS SHALL FIX THE ASSOCIATION BUDGET AND THE AMOUNT OF THE ANNUAL DUES AND ANY SPECIAL ASSESSMENT AGAINST EACH LOT AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE ANNUAL MEETING. THE BUDGET, DUES AND ANY SPECIAL ASSESSMENT SHALL BE REVIEWED, DISCUSSED AND APPROVED BY THE ASSOCIATION AT THE ANNUAL MEETING AS SPECIFIED IN THE BY-LAWS OF THE ASSOCIATION. ANY SPECIAL ASSESSMENT SHALL HAVE THE ASSENT OF THE MEMBERS AS SPECIFIED IN THE ASSOCIATION BY-LAWS.

SECTION 7. EFFECT OF NON-PAYMENT OF DUES OR ASSESSMENTS; REMEDIES OF THE ASSOCIATION. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE HIGHEST LEGAL RATE IN THE STATE OF NEBRASKA OR NOT LESS THAN TWELVE (12) PERCENT PER ANNUM. THE ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR FORECLOSE THE LIEN AGAINST THE PROPERTY IN PROCEEDINGS IN THE NATURE OF A MECHANICS LIEN OF FORECLOSURE. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE DUES OR SPECIAL ASSESSMENTS PROVIDED HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGEES. THE LIEN OF THE DUES OR SPECIAL ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE DUES OR SPECIAL ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDINGS IN LIEU THEREOF BY THE DECLARANT SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY DUES OR ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

ARTICLE VI

ARCHITECTURAL CONTROL

THE BOARD OF DIRECTORS SHALL APPOINT A COMMITTEE COMPOSED OF NOT MORE THAN THREE MEMBERS OF THE ASSOCIATION TO FUNCTION AS AN ARCHITECTURAL CONTROL COMMITTEE. THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL ISSUE PERMITS, INSPECT FOR CONFORMANCE TO THE PERMITS AND SHALL OTHERWISE ASSURE THAT ALL CHANGES, NEW CONSTRUCTION OR ALTERATIONS TO ANY STRUCTURE ARE DONE IN ACCORDANCE WITH THE COVENANTS DESCRIBED HEREIN. NO CONSTRUCTION WORK OF ANY KIND MAY BE COMMENCED WITHIN HARBOR 671 UNLESS AND UNTIL PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED IN WRITING, SHOWING THE NATURE, KIND, SHAPE, HEIGHTS, MATERIALS, AND LOCATION OF SAME. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CHARGED WITH THE RESPONSIBILITY TO ASSURE THAT ANY CHANGES AND/OR ADDITIONS OR NEW CONSTRUCTION IS IN HARMONY OF EXTERNAL DESIGN,

ARTICLE VI, CONTINUED
COLOR, AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND THAT SPECIFIED SET-BACKS FROM PROPERTY LINES HAVE BEEN MET. WHEN FORMED, THE BOARD SHALL USE THE ESTABLISHED PROCEDURE NOW IN USE WITHIN THE HARBOR 671 SUBDIVISION BUT THE PROCEDURE MAY BE MODIFIED WITH THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS AFTER A PERIOD OF THREE (3) YEARS FROM FEBRUARY 28, 1996. A COPY OF ALL APPROVED PERMITS SHALL BE MAINTAINED IN A FILE BY THE SECRETARY OF HARBOR 671 ASSOCIATES, INCORPORATED AND NO CONSTRUCTION WORK MAY BEGIN UNTIL THE REQUESTER HAS RECEIVED AN APPROVED COPY OF THE REQUESTED PERMIT SHOWING THAT THE ARCHITECTURAL CONTROL COMMITTEE HAS APPROVED THE REQUESTED ACTIVITY. IN THE EVENT THAT THE ARCHITECTURAL CONTROL COMMITTEE OR THE BOARD OF DIRECTORS FAILS TO APPROVE OR DISAPPROVE A REQUESTED PERMIT WITHIN THIRTY (30) CALENDAR DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. IN THE EVENT THAT BURT COUNTY SHOULD ENACT A ZONING AND PERMIT PLAN, THE HARBOR 671 PERMIT PLAN SHALL BE MODIFIED TO ACCOMMODATE THE NEW COUNTY PLAN BUT THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONTINUE TO REVIEW ALL CONSTRUCTION PLANS OR OTHER ACTIVITY TO ASSURE THAT THE NEAT, CLEAN, ORDERLY CHARACTER OF HARBOR 671 IS PRESERVED FOR ALL OWNERS.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION, OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDINGS AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION EITHER TO PREVENT OR RESTRAIN ANY VIOLATION OF SAME, OR TO RECOVER DAMAGES OR ANY OTHER DUES FOR SUCH VIOLATION. FAILURE BY THE ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. TERM. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION ARE PERPETUAL AND SHALL RUN WITH AND BIND THE LAND IN PERPETUITY FROM THE DATE THIS DECLARATION IS RECORDED.

SECTION 4. EFFECTIVE DATE. THIS DECLARATION SHALL NOT BE EFFECTIVE UNTIL SIGNED BY ALL THE PARTIES CONSTITUTING THE DECLARANT.

302

EXECUTED THIS 30th DAY OF NOVEMBER, 1995.

THOMAS E. BOWMAN — Thomas E. Bowman

UNA N. BOWMAN — Una N. Bowman

HOWARD R. PROPLESCH — Howard R. Proplesch

L. DEANNE PROPLESCH — L. Deanne Proplesch

STATE OF NEBRASKA)
COUNTY OF BURT)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF NOVEMBER, 1995, BY THOMAS E. BOWMAN.

GENERAL NOTARY-State of Nebraska
PHYLLIS C. PIPHER
My Comm. Exp. 9-1-97

Phyllis C. Pipher
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF NOVEMBER, 1995, BY UNA N. BOWMAN.

GENERAL NOTARY-State of Nebraska
PHYLLIS C. PIPHER
My Comm. Exp. 9-1-97

Phyllis C. Pipher
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF NOVEMBER, 1995, BY HOWARD R. PROPLESCH.

GENERAL NOTARY-State of Nebraska
PHYLLIS C. PIPHER
My Comm. Exp. 9-1-97

Phyllis C. Pipher
NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF NOVEMBER, 1995, BY L. DEANNE PROPLESCH.

GENERAL NOTARY-State of Nebraska
PHYLLIS C. PIPHER
My Comm. Exp. 9-1-97

Phyllis C. Pipher
NOTARY PUBLIC

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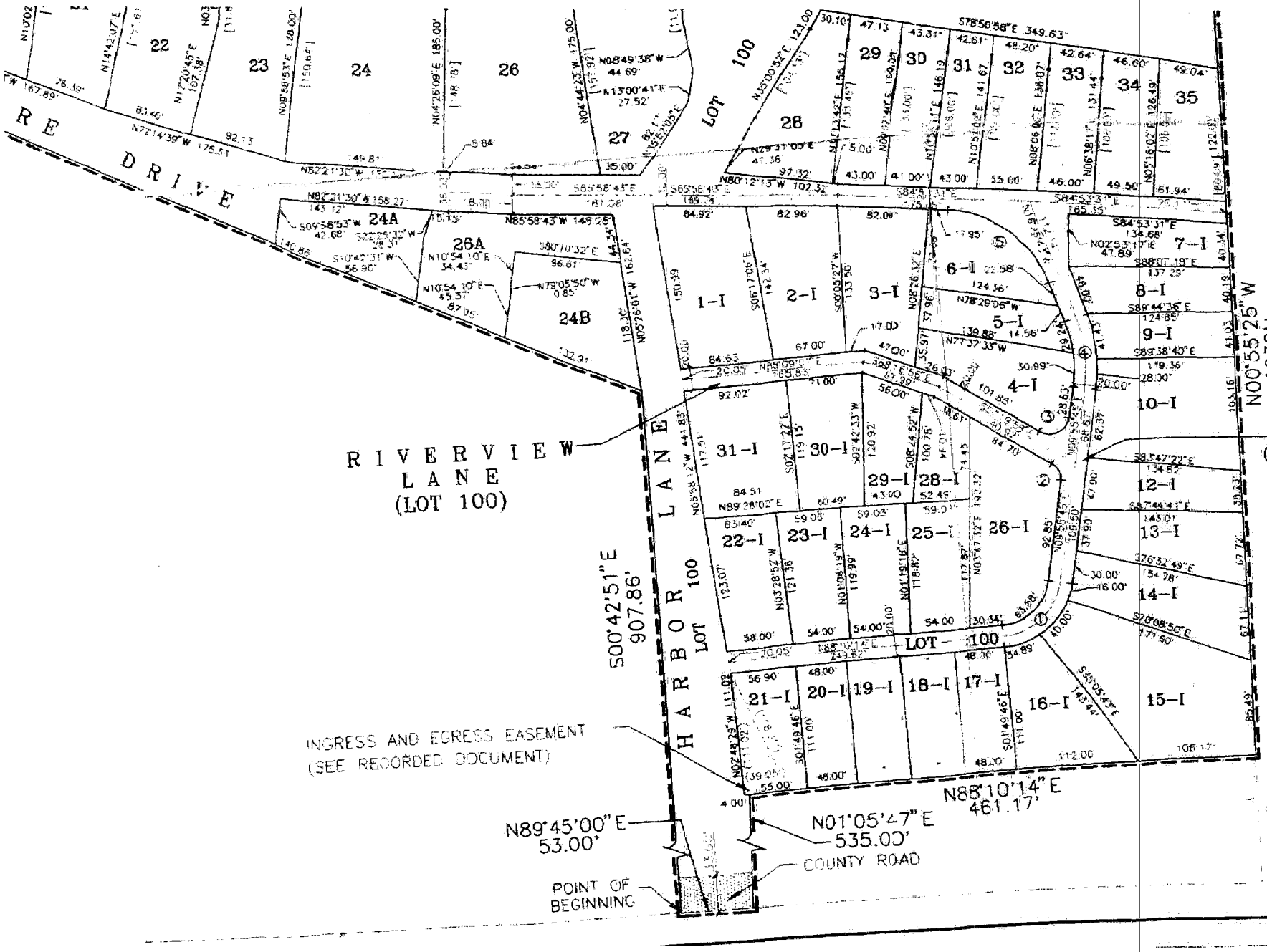

THOMAS E. BOW

GENERAL NOTARY-State of Ne
BERNARD T. PIPH
My Comm. Exp. 5/1

ACKNOWLEDG

STATE OF NEBRAS

COUNTY OF BUF

THE FOREGOING
THIS 14th DAY
HOWARD R. PRO

GENERAL NOTARY-State of
BERNARD T. PIP
My Comm. Exp. 5/1

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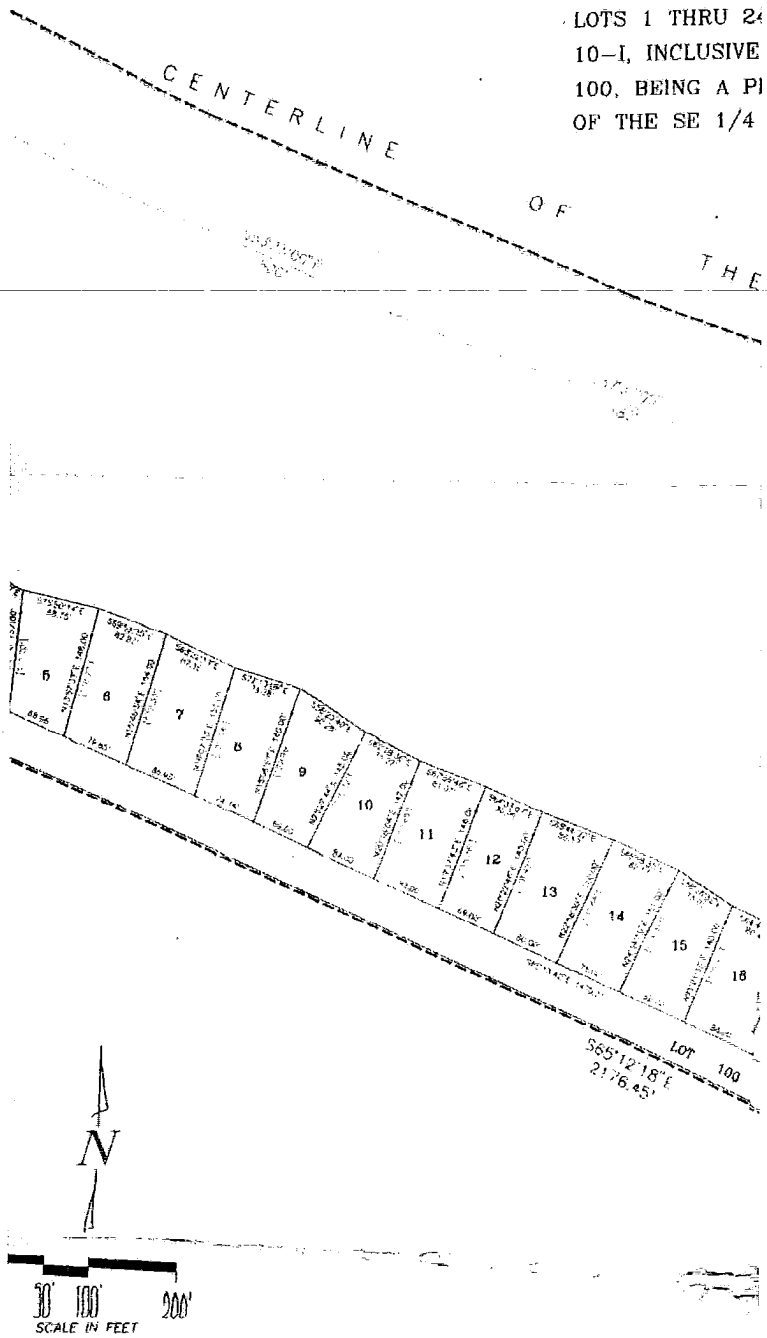


CURVE DATA

TANGENT	ARC LENGTH	DELTA
46.00'	77.24'	29°14'29"
10.00'	17.65'	67°15'43"
25.06'	92.72'	119°44'17"
33.00'	64.83'	26°21'28"
68.20'	119.76'	68°27'45"

SHOWN ON CURVES ON ARC DISTANCES.

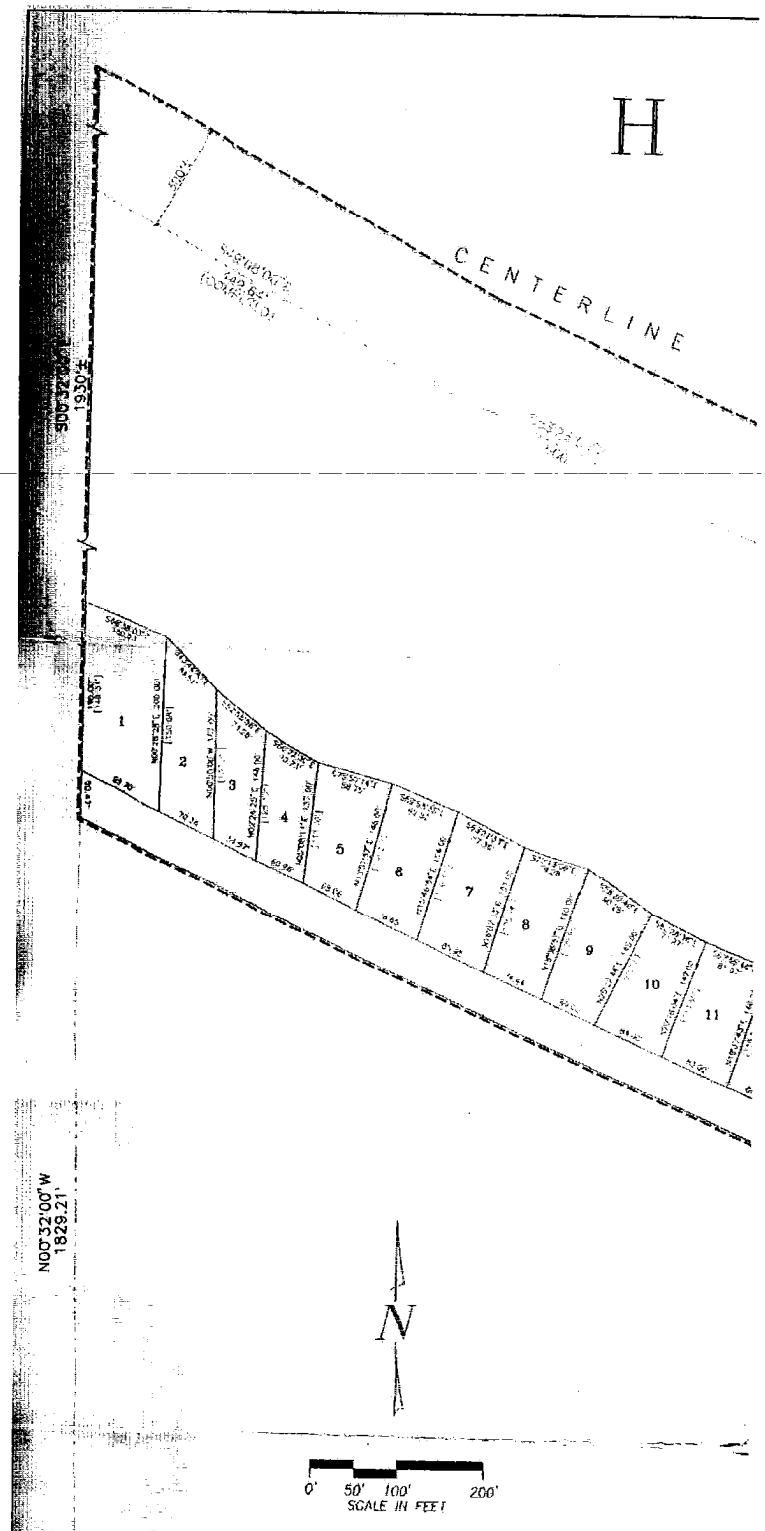
SHOWN IN PARENTHESIS PERTAIN TO EASEMENTS ONLY.

SHOWN IN BRACKETS PERTAIN TO WITNESS CORNERS ONLY.

OF THE MISSOURI RIVER SHOWN HEREON IS BASED UPON
BY JOE P. NEARY, NEBRASKA RLS NO. 22, DATED MARCH 4.
BANK LINE WAS NOT RE-ESTABLISHED FOR THIS SURVEY

/4

1970.12'
N89°45'00"E



CURVE DATA

CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA
1	58.56'	46.00'	77.24'	78°14'22"
2	15.03'	10.80'	17.65'	67°15'43"
3	16.63'	25.00'	32.72'	112°44'17"
4	140.93'	33.60'	64.83'	26°21'28"
5	100.23'	68.20'	119.76'	68°27'48"

NOTES:

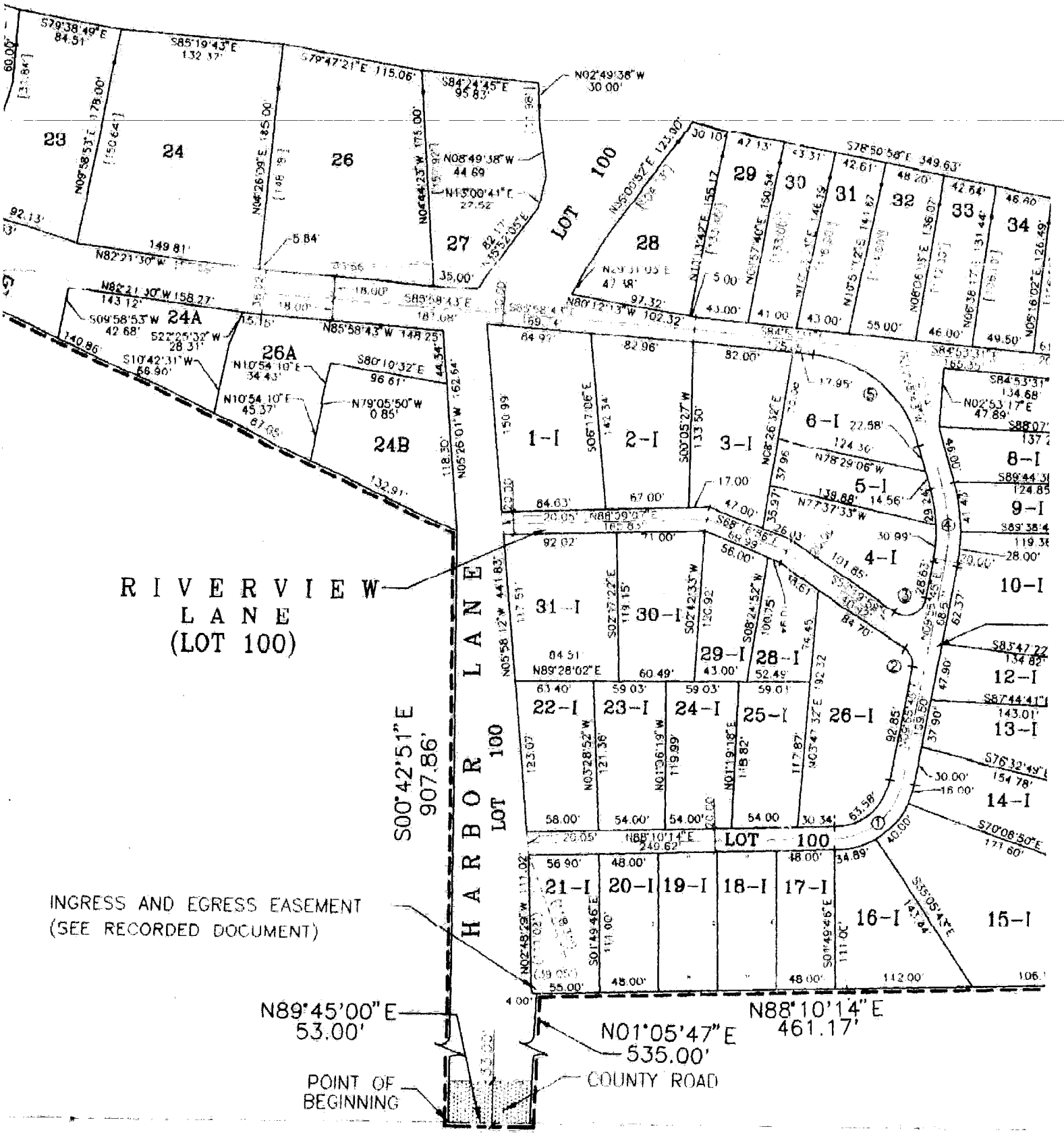
(1). ALL DISTANCES SHOWN ON CURVES ON ARC DISTANCES.

(2) ALL DIMENSIONS SHOWN IN PARENTHESIS PERTAIN TO EASEMENTS ONLY.

(3) ALL DIMENSIONS SHOWN IN BRACKETS PERTAIN TO WITNESS CORNERS ONLY

(4) THE CENTERLINES OF THE MISSOURI RIVER SHOWN HEREON IS BASED UPON A SURVEY MADE BY JOE P. NEARY, NEBRASKA RLS NO. 22, DATED MARCH 4 1986. THE RIGHT BANK LINE WAS NOT RE-ESTABLISHED FOR THIS SURVEY.

SW CORNER OF THE NE 1/4
OF SECTION 7-21-12
(POINT OF COMMENCEMENT)


RIVERVIEW LANE (LOT 100)
HARBOR LANE
LOT 100
S00°42'51"E 907.86'
INGRESS AND EGRESS EASEMENT (SEE RECORDED DOCUMENT)
N89°45'00"E 53.00'
N01°05'47"E 535.00'
N88°10'14"E 461.17'
COUNTY ROAD
POINT OF BEGINNING
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RIVERVIEW LANE (LOT 100)
HARBOR LANE
LOT 100
S00°42'51"E 907.86'
INGRESS AND EGRESS EASEMENT (SEE RECORDED DOCUMENT)
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N01°05'47"E 535.00'
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RVE DATA

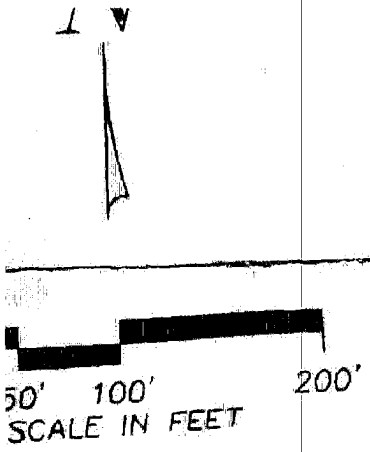
NT	ARC LENGTH	DELTA
0'	77.24'	78°14'29"
0'	17.65'	67°15'43"
0'	32.72'	112°44'17"
0'	64.83'	26°21'28"
0'	119.76'	68°27'48"

N ON CURVES ON ARC DISTANCES.

WN IN PARENTHESIS PERTAIN TO EASEMENTS ONLY.

WN IN BRACKETS PERTAIN TO WITNESS CORNERS ONLY.

THE MISSOURI RIVER SHOWN HEREON IS BASED UPON
DE P. NEARY, NEBRASKA RLS NO. 22, DATED MARCH 4,
K LINE WAS NOT RE-ESTABLISHED FOR THIS SURVEY.



URVE DATA

GENT	ARC LENGTH	DELTA
5.00'	77.24'	78°14'29"
0.00'	17.65'	67°15'43"
5.00'	32.72'	112°44'17"
3.00'	64.83'	26°21'28"
8.20'	119.76'	68°27'48"

HOWN ON CURVES ON ARC DISTANCES.

SHOWN IN PARENTHESIS PERTAIN TO EASEMENTS ONLY.

SHOWN IN BRACKETS PERTAIN TO WITNESS CORNERS ONLY.

OF THE MISSOURI RIVER SHOWN HEREON IS BASED UPON
BY JOE P. NEARY, NEBRASKA RLS NO. 22, DATED MARCH 4,
BANK LINE WAS NOT RE-ESTABLISHED FOR THIS SURVEY.

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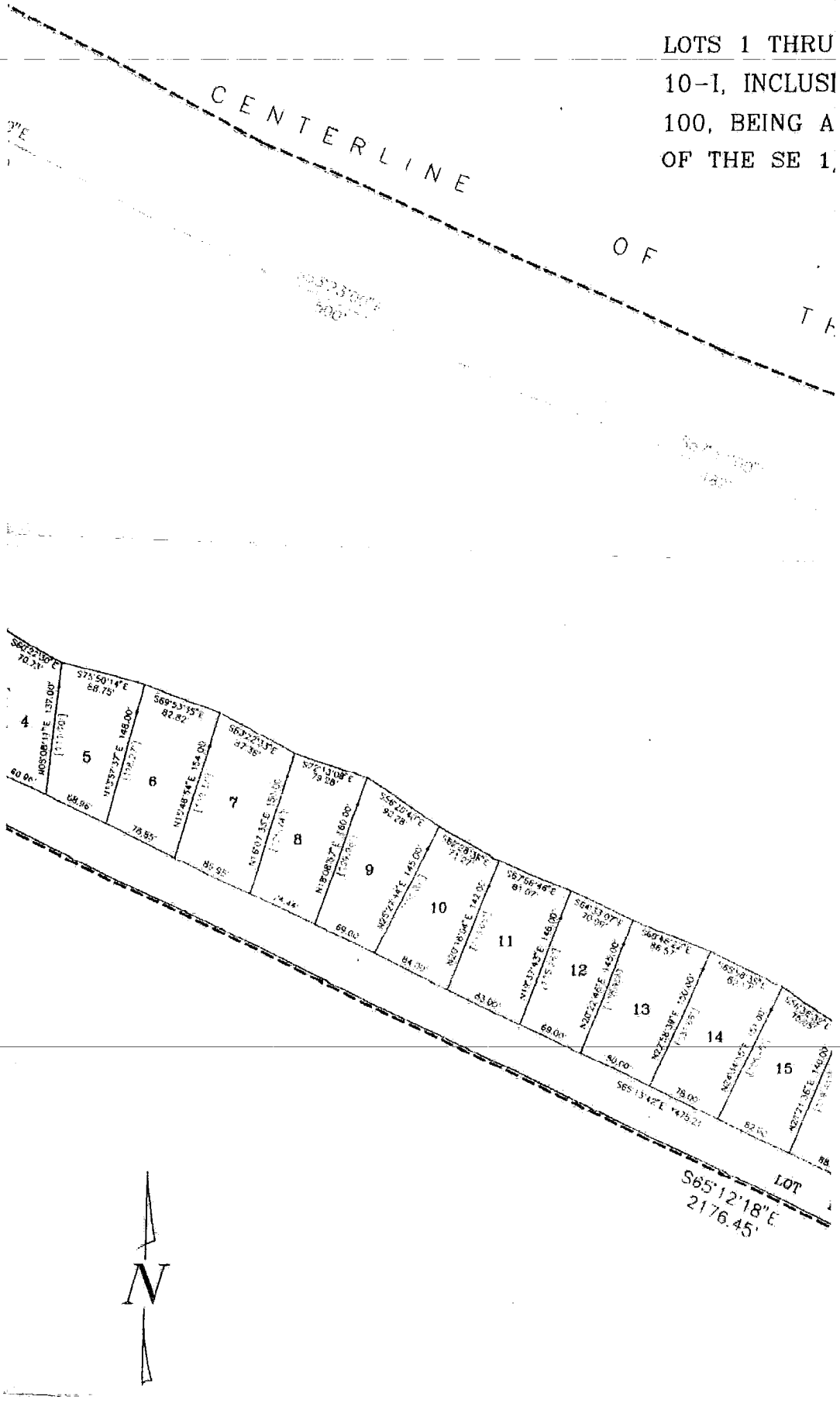
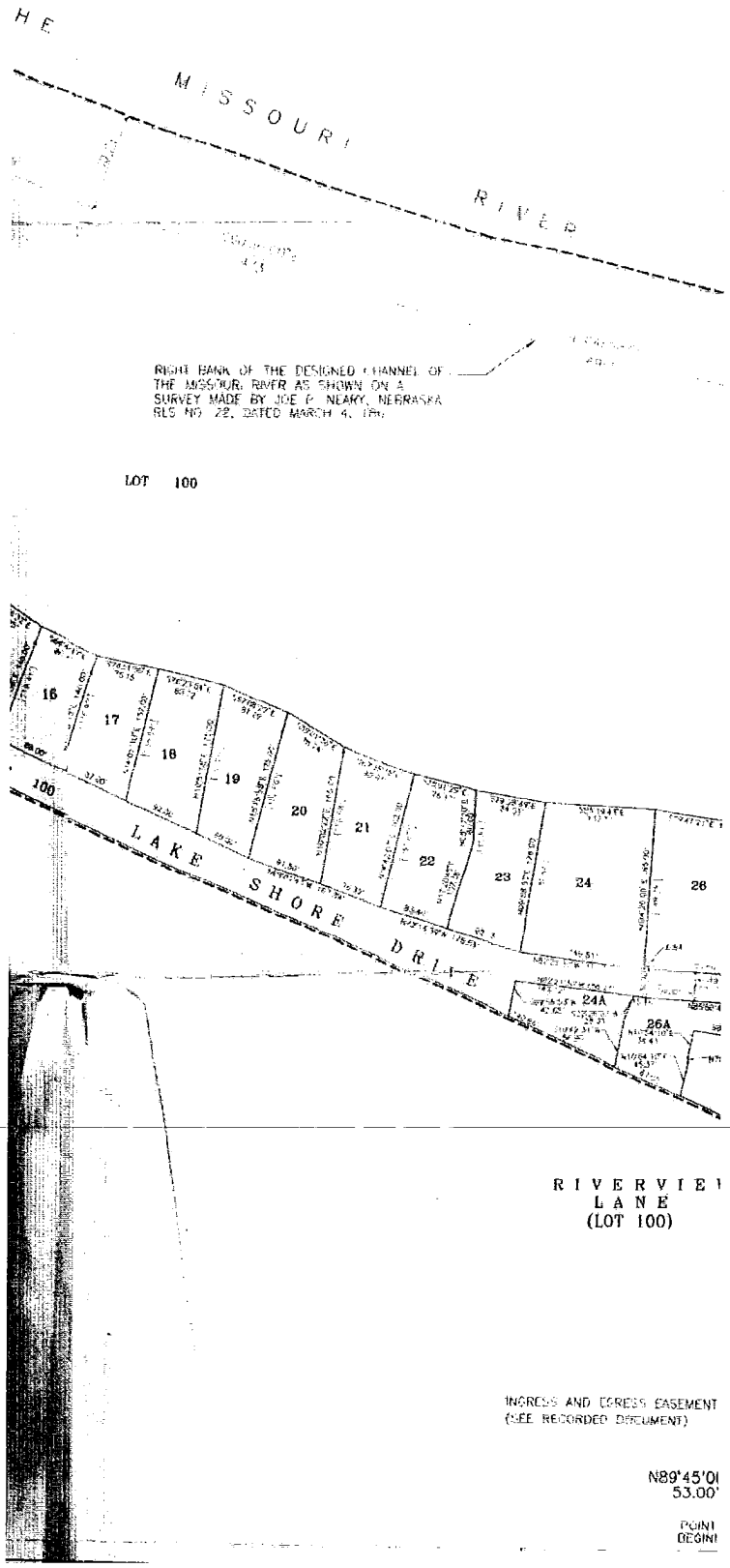


B O R

U 24, INCLUSIVE, LOTS 24A, 24B, 26A, LOTS 26 THRU 35, INCLU
SIVE, LOTS 12-I, THRU 26-I, INCLUSIVE, LOTS 28-1 THRU 31-I,
A PLATTING OF PART OF THE NE 1/4 OF SECTION 7, AND PART
1/4 OF SECTION 6, ALL IN T21N, R12E OF THE 6TH P.M., BURT



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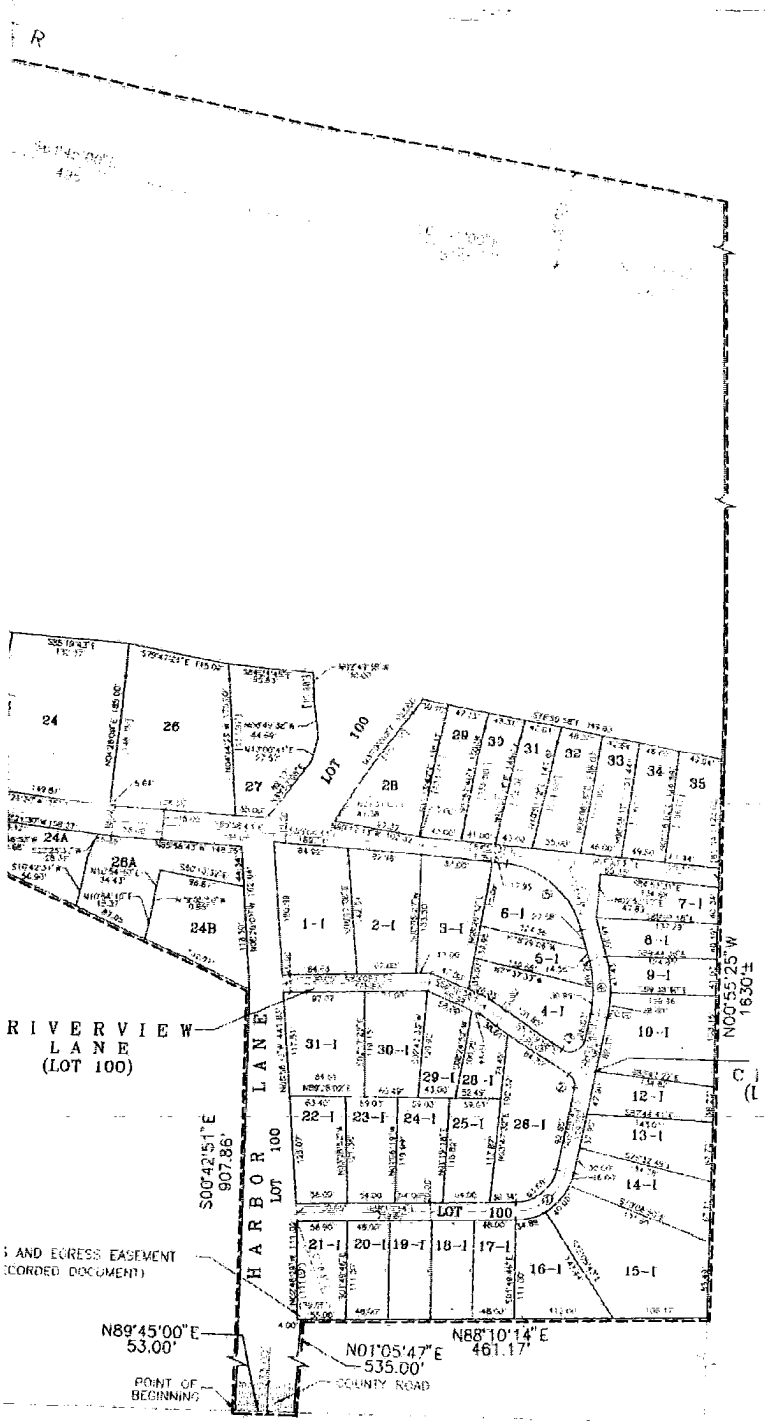
THRU 35, INCLUSIVE, LOTS 1-I THRU
8-I THRU 31-I, INCLUSIVE AND LOT
)N 7, AND PART OF THE SW 1/4
6TH P.M., BURT COUNTY, NEBRASKA.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN DESCRIBED AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND THAT IRON PIPES HAVE BEEN SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HARBOR 671, LOTS 1 THRU 24, INCLUSIVE, LOTS 24A, 24B, 26A, LOTS 26 THRU 35 INCLUSIVE, LOTS 1-1 THRU 10-1, INCLUSIVE, LOTS 12-1 THRU 26-1, INCLUSIVE, LOTS 26-1 THRU 31-1, INCLUSIVE AND LOT 100, BEING A PLATTING OF PART OF THE NE 1/4 OF SECTION 7, AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 6, ALL IN T21N, R12E OF THE 6TH P.M., BURT COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NE 1/4; THENCE N89°45'00"E (ASSUMED BEARING) 1970.12 FEET ON THE SOUTH LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°45'00"E 53.00 FEET ON THE SOUTH LINE OF SAID NE 1/4; THENCE N01°05'47"E 635.00 FEET; THENCE N88°10'14"E 481.17 FEET; THENCE N00°55'25"W 1630 FEET MORE OR LESS TO THE CENTERLINE OF THE MISSOURI RIVER; THENCE NORTHWESTERLY ON THE CENTERLINE OF THE MISSOURI RIVER TO THE WEST LINE OF THE SE 1/4 OF SAID SECTION 6; THENCE S00°32'00"E 1930 FEET MORE OR LESS ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 6 AND ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 7 TO A POINT 1529.21 FEET NORTH OF THE SW CORNER OF THE NE 1/4 OF SAID SECTION 7; THENCE S85°12'18"E 2176.45 FEET; THENCE S00°42'51"E 907.86 FEET TO THE POINT OF BEGINNING.

NEBRASKA REGISTERED LS-475 LAND SURVEYOR DAVID H. NEEF

DECEMBER 8, 1995
DATE

DAVID H. NEEF
NEBRASKA R.L.S. 475

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE: THOMAS E. BOWMAN, UNA N. BOWMAN, HOWARD R. PROPLESCH AND L. DEANNE PROPLESCH, BEING THE OWNERS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN. SAID SUBDIVISION TO BE KNOWN AS HARBOR 671.

Thomas E. Bowman
THOMAS E. BOWMAN

Una N. Bowman
UNA N. BOWMAN

Howard R. Proplesch
HOWARD R. PROPLESCH

L. Deanne Proplesch
L. DEANNE PROPLESCH

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF BURT)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 14TH DAY OF DECEMBER, 1995 BY THOMAS E. BOWMAN AND UNA N. BOWMAN

GENERAL NOTARY-State of Nebraska BERNARD T. PIPHER My Comm. Exp. 5/11/96

Bernard T. Pipher
NOTARY PUBLIC

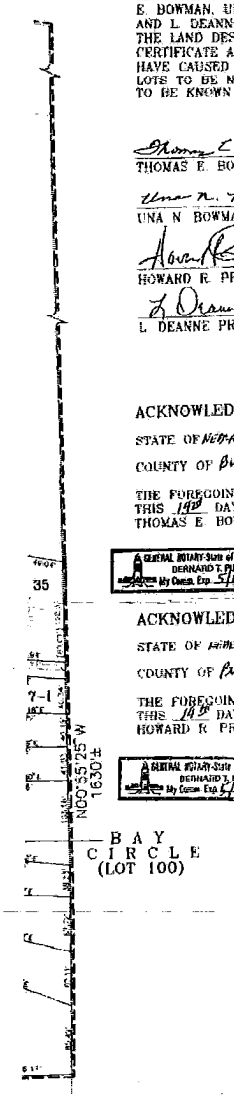
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF BURT)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 14TH DAY OF DECEMBER, 1995 BY HOWARD R. PROPLESCH AND L. DEANNE PROPLESCH

GENERAL NOTARY-State of Nebraska BERNARD T. PIPHER My Comm. Exp. 5/11/96

Bernard T. Pipher
NOTARY PUBLIC



scale:	AS SHOWN
date:	DEC 8, 1995
drawn by:	RDK
checked by:	DHN
revision:	

HARBOR 671

FINAL PLAT

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NE 68154
(402) 330-8860

200-218-117

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