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Certified Copy of Beacon View Restrictive Covenants

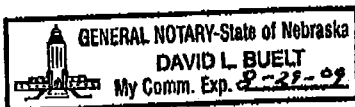
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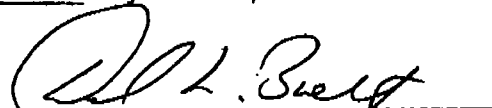
The undersigned, Dale L. Young, Secretary of Beacon View, Inc., being first duly sworn state the the following is a true and correct copy of restrictive covenants adopted by the Board and Membership of Beacon View, Inc. on August 21, 2005 at special meetings duly noticed for consideration of same.

Dated this 6th day of June, 2006.


Dale L. Young, Secretary

Subscribed to and sworn before me this 6 day of June, 2006.




Notary Public

DECLARATION AND AGREEMENT
OF RESTRICTIVE COVENANTS

THIS DECLARATION AND AGREEMENT OF RESTRICTIVE COVENANTS is made this August 21, 2005 by Beacon View, Inc., a Nebraska corporation ("Beacon View") and supersedes the preexisting covenants.

WITNESSETH:

WHEREAS, Beacon View owns a parcel of land located Section 29, Township 13 North, Range 10 East of the 6th Principal Meridian, Sarpy County, Nebraska, more particularly described on the attached Exhibit A. Lots are being conveyed to the various Members of Beacon View. The lots conveyed to Beacon View members are referred to herein as a "Lot" or the "Lots". The portion of Beacon View's property owned by Beacon View after such conveyance of Lots referred to as the "Land",and;

WHEREAS, the Members of Beacon View have at a special meeting of the Membership approved these Covenants, and;

WHEREAS each Member prior to receiving a deed to his, her, or their lot, signed an agreement to be bound by these Covenants, and;

B

WHEREAS, it is understood and agreed that Beacon View owns the Land primarily for the advancement and promotion of the social and recreational interest of the members (the "Members") of Beacon View, and, accordingly, that each Member is responsible for the conduct of each person who is a part of such Member's family or a guest of the Member, and further that each Member ought engage only in such conduct and allow only such conduct on his or her individual Lot as well as upon the Land as is consistent with the full exercise of the rights and privileges of all other Members, and;

WHEREAS, Beacon View and the Members wish to restrict the use of the Land and individual Lots as provided in this Declaration in order to preserve the essential character of the Land and Lots and to further the purposes of Beacon View;

NOW THEREFORE, in consideration of the mutual promises made herein, it is agreed as follows:

Section 1. Definitions. Unless otherwise expressly provided herein or the context clearly requires otherwise, the capitalized terms used in this Declaration shall have the following meanings:

"Beacon View" means Beacon View, Inc., a Nebraska corporation and the reference to "Members" and "Membership" is a reference to the fact that ownership of a Lot in Beacon View confers a membership in the corporation.

"Board of Directors" means the Board of Directors of Beacon View.

"Bylaws" means the Bylaws of Beacon View, as such Bylaws may be amended from time to time.

"Dwelling" means, in the aggregate, a primary residence or a leisure time dwelling, together with any attached garage and a small storage building situated on a Member's Lot.

"Entrance" means the passageway for egress to and exit from the Land, which Entrance is presently located near the southeasterly corner of the Land.

"Lot" means any of the thirty (31) Lots set forth in the Plats or such further portion of the Land which is conveyed to a Member to be his or her property.

"Plat (s)" means the plat of Beacon View #1 and subsequent platting as surveyed, platted and recorded or otherwise shown in the appropriate land records in Sarpy County, Nebraska.

"Roadways" means the roads, streets and other roadways as set forth in the Plats.

C

"Rules" means the Rules of Conduct and Occupancy of Beacon View, as such Rules may be amended from time to time and which Rules as attached to the Bylaws.

"Waterways" means the lakes, ponds, streams and creeks and those areas shown in the Plats to be covered by water.

Section 2. Use of Lots: Dwellings. The following restrictions shall govern the use of the Lots and Dwellings:

- (a) No Member shall construct, remodel, repair or remove a Dwelling, structure or any improvement except in accordance with these Covenants and with the Bylaws and the Rules of Beacon View.
- (b) With regard to any structure or Dwelling, no Member may construct or reconstruct a structure or Dwelling except with the written authorization of the Board of Directors. Other than the requirement that any Dwelling shall include a foundation and an inside water-flushed toilet facility, these Covenants do not require any particular architectural style or monetary value of Dwellings or other structures. However, prior Board of Director approval of such construction activity is required, being meant to help avoid any issues with regard to unintended interference with other Member's rights or interests, compliance with existing easements granted to public entities, understanding with regard to any impact upon roadways, and the like.
- (c) Each Member shall provide normal maintenance for his or her Lot and Dwelling. At a minimum, each Member shall maintain his or her Lot and Dwelling in keeping with reasonable notions of health and safety. The Members collectively agree with and commit to each other to avoid any situation of such obvious neglect of their Dwelling and Lot (1) as would raise legitimate concerns regarding health and safety or (2) as would be so patently offensive to a reasonable person as to interfere with that other person's reasonable enjoyment of his or her Membership in Beacon View.
- (d) Lot line markers shall not be moved, disturbed or changed.
- (e) No fence, structure or facility of any kind shall be constructed along a Lot line or within 10 feet thereof except with the written consent of any adjoining Lot owner and with Board of Director approval.

D

Section 3. Use of the Lots and Land. The following restrictions shall govern the use of the Lots and Land:

(a) No Member shall construct a structure of any kind whatsoever on the Land. No Member shall construct a structure on his/her Lot except in keeping with all provisions of these Covenants and the Rules. No Member shall keep a temporary structure, camper, or mobile home on his/her Lot in lieu of a permanent dwelling.

(b) No Member shall trespass upon another Member's Lot.

(c) No Member shall cut or transplant any tree or shrub on the Land without the prior written approval of the Board of Directors; provided that this prohibition does not preclude the normal pruning and trimming of trees and shrubs which encroach upon a Member's own lot. Members may harvest downed or dead timber from the Land for personal, not commercial, firewood use.

(d) No Member shall set traps, hunt or use firearms, air guns, slingshots, bows and arrows or other weapons; provided that this prohibition does not preclude the destruction of pests under the specific direction of the Board of Directors.

(e) No Member shall store or place building materials, objects of any kind or trash on the Land, nor shall any Member litter. Members shall deal with the storage of objects of any kind or trash on his, her or their own Lot in a reasonable manner and in keeping with the Rules of Conduct of Beacon View as may be approved from time to time by the Members. Beacon View shall use reasonable efforts to accommodate requests for trailers, boats, inoperable vehicles, etc. to be stored on the Land at some appropriate place selected by the Board of Directors, but with the understanding that unlimited storage for any one Member is not practical and that such storage availability is not guaranteed. Such items shall not be stored for longer than two years without renewed permission from the Board of Directors. If there is no storage available then that would require the Member to arrange for such storage outside of Beacon View.

(f) No Member shall kindle or make any fire except in an appropriate place on the Member's Lot or in such place or places on the Land as have been expressly approved by the Board of Directors.

E

(g) No Member shall operate a business or other enterprise of any sort from his or her Dwelling or Lot if such business or enterprise is of a type which will routinely increase traffic by the general public through or visits to Beacon View.

Section 4. Use of the Waterways. The following restrictions shall govern the use of the Waterways which are considered to be a part of the Land:

- (a) No Member shall take any action inconsistent with the Nebraska General Game Laws.
- (b) No Member shall swim in the Waterways.
- (c) No Member shall throw any object into the Waterways.
- (d) No Member shall use an outboard motor and Members understand that Beacon View nonetheless routinely uses a gas outboard motor to move the dredge.
- (e) Except with the prior written consent of the Board of Directors, no Member shall construct a dock or other structure which protrudes into any part of the Waterways.

Section 5. Use of the Roadways. The following restrictions shall govern the use of the Roadways:

- (a) No Member shall drive a vehicle on any part of the Land except the Roadways.
- (b) No Member shall drive a vehicle in excess of the posted speed limits.

Section 6. Entrance. The following restrictions shall govern the use of the Entrance:

- (a) Access to and exit from the Land shall be through the Entrance.
- (b) The Entrance shall be kept closed and locked at all times except when a Member is actually using the Entrance or when the gate is tagged.
- (c) Each Member's use of the Entrance and either the electronic key pads or the remote gate openers may be further regulated by the Rules.

Section 7. Good Neighbor Relations.

- (a) It is expected that Members shall extend common courtesy to each other and that in a spirit of cooperation shall accommodate the reasonable requests made of them with regard to any matter which may come up at Beacon View.

Noise and pets can cause problems between neighbors and the following portion of these Covenants addresses these two items:

F

(b) No Member shall harbor any animal except common household pets or other animal, such as waterfowl, which is appropriate to the Beacon View community. It is a Member's duty to see that his or her animal does not create any unreasonable disturbance by barking or other objectionable behavior. Any animal not on the Member's own Lot shall either be leashed or shall otherwise be under the reasonable control of its owner and the owner should monitor to insure they are not a nuisance to others.

(c) Unusual noise and the disturbing of the peace, in whatever fashion, is prohibited.

Section 8. Remedies, Enforceability.

(a) Beacon View shall continue as in the past to assess its Members on a yearly basis an annual assessment to cover its common expenses relating to the Land, Waterways, and other appropriate corporate purposes and all Members agree to be bound by the annual assessments set by the Membership at a duly noticed meeting. Unpaid assessments shall become a lien against the Lots of Members if not paid by June 1 of year to which they relate. If attempts to collect the assessments are unsuccessful, such lien may be foreclosed upon by appropriate legal action.

(b) In the event of a violation of any of the provisions of this Declaration, the Board of Directors is authorized as provided in the Rules to institute any proceeding at law or in equity to collect unpaid assessments, to abate or to prevent or enjoin any such violation or to recover monetary damages caused by any such violation, and to take other action as more fully described in the Rules. In the event that Beacon View is successful in any such proceeding and receives relief of any kind against the Member or other persons joined in such litigation, then Beacon View shall recover the reasonable costs of such legal action, including reasonable attorney fees. The Members by these Covenants indicate their collective understanding and approval of this provision and also of their understanding of the fact that most typically a violation of the Covenants or the Rules would not be capable of being adequately addressed by a money judgment in a Court of Law and more normally would be enforced by a Court Order prohibiting or requiring certain actions in order to comply with these Covenants or the Rules, or in the event of continued noncompliance with Court Order, by a Court required sale of their Lot and Membership.

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(c) The provisions of this Declaration are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against each Member at any time and from time to time, and the respective heirs, legal representatives, successors and assigns of each Member. No delay in enforcing the provisions of this Declaration as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

(d) If any clause or provision of this Declaration shall be determined to be unenforceable or invalid, the remaining portions shall nevertheless be valid and in effect.

Section 9. Rules of Conduct. Rules of Conduct consistent with these Covenants have been established and the Members are bound to abide by such Rules as such exist as such may be properly amended by Membership action in the future.

Section 10. Terms of Declaration; Amendment; Termination.

(a) This Declaration shall be effective for a period of one hundred (100) years beginning on the date hereof, and may, by a simple majority vote of the Members, be thereafter extended for additional periods of twenty (20) years. These Covenants may be added to, changed, or amended by a 2/3rds vote of the Members at any meeting of the Membership which provides notice of such addition, change, or amendment.

Dated this 21st day of August, 2005.

Robert W. Kennard
President

William S. Hays
Chairman

EXHIBIT "A"

147-758A
2006 25497H

That part of Tax Lot "F" and Tax Lot "D", all in Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning the center of said Section 29; thence N 33° 18' 30" W, 3086.53 feet to a point 50.0 feet South of the North line of said Section 29; thence S 89° 37' W on a line 50.0 feet South of and parallel with the North line of said Section 29, 264.41 feet; thence South 1199.6 feet; thence West 416.7 feet to a point on the Easterly bank of the Platte River; thence Southerly on the Easterly bank of the Platte River to a point where it intersects a line 100.0 feet Northwesterly from the centerline of C&O Railroad track; thence N 51° 56' E on a line 100.0 feet Northerly from and parallel with the centerline of said railroad tracks, 1844.87 feet; thence N 14° 34' W 54.46 feet; thence S 51° 56' W, 166.50 feet; thence S 71° 36' W, 69.1 feet; thence N 85° 19' 55" W, 52.4 feet; thence N 60° 29' 35" W, 48.9 feet; thence N 33° 04' 05" W, 61.6 feet; thence N 18° 14' 25" W, 79.9 feet; thence N 14° 27' 10" W, 58.4 feet; thence North 115.7 feet to the point of beginning. (The East line of the NW 1/4 of Section 29 assumed North-South in direction.)
and

That part of Tax Lot "F" in the SE 1/4 of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Beginning at a point of the West line of the SE 1/4, being 115.51 feet South of the Center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet; thence S 60° 29' 35" E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C.B.&O. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B.&O. Railroad to the West line of said SE 1/4 thence North 436.81 feet along the West line of said SE 1/4 to the point of beginning.

And, lots 1 through 12, inclusive, in Beacon View #1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska,

And, lots 13 through 26, inclusive, and outlots 3, 4 and 5, in Beacon View, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.