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90-03154

DECLARATION AND AGREEMENT
OF RESTRICTIVE COVENANTS

THIS DECLARATION AND AGREEMENT OF RESTRICTIVE COVENANTS
is made this 20th day of March, 1988 by Beacon View, Inc., a
Nebraska non-profit corporation ("Beacon View").

W I T N E S S E T H :

WHEREAS, Beacon View owns a parcel of land legally
described as Tax Lot "D" in Section 29, Township 13 North,
Range 10 East of the 6th Principal Meridian, Sarpy County,
Nebraska, and consisting of approximately 104 acres (the
"Land"), and which Land is more completely described on
Exhibit A attached hereto; and

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 that Member, and
further that each Member ought engage only in such conduct as
is consistent with the full exercise of the rights and
privileges of all other Members; and

WHEREAS, the Bylaws of Beacon View have been amended to
permit each Member to enter into a Ground Lease (hereinafter

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defined) with Beacon View and to own the Dwelling (hereinafter defined) situated on the Lot subject of such Ground Lease; and

WHEREAS, the Members desire to specify the legal description of each Lot; and

WHEREAS, Beacon View and the Members wish to restrict the use of the Land as provided in this Declaration in order to preserve the essential character of the Land 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 non-profit 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 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.

"Ground Lease" means, for each Member, the Ground Lease Agreement between Beacon View and such Member with respect to such Member's Lot.

"Lot" means any of the fifty (50) lots set forth in the Plats.

"Plat(s)" means (i) the plat of Beacon View #1 as surveyed, platted and recorded in Sarpy County, Nebraska relating to Lots 1 through 12, and (ii) the as-built survey of Lots 13 through 50, which survey is marked "Official Plat: Lots 13 through 50," and is maintained in the official records of Beacon View by the Secretary.

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

"Rules" means the Rules of Conduct and Occupancy of Beacon View, as such Rules may be amended from time to time and which Rules are 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 Members shall construct, remodel, repair or remove a structure or any improvement except in accordance with the Bylaws and the Rules of Beacon View.

(b) With regard to the construction of a Dwelling, no Member may construct or reconstruct a Dwelling except with the written authorization of the Board of Directors. The Dwelling shall include an inside water-flushed toilet facility.

(c) No Member shall neglect to provide normal maintenance of the Lot and Dwelling in accordance with the Rules.

(d) Lot line markers shall not be moved, disturbed or changed.

(e) Except with the prior written consent of the Board of Directors and of the Member, if any, holding a Lease with respect to the adjoining Lot, no structure or facility shall be installed or constructed within ten (10) feet of a Lot boundary; provided the Board of Directors may, upon a Member's application, approve the construction of a fence along Lot boundaries.

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

(a) No Member shall construct a structure of any kind whatsoever on the Land except upon his/her Lot.

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

(c) No Member shall cut or transplant any tree or shrub 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.

(d) No Member shall set traps, hunt or use firearms, airguns, 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.

(f) No Member shall kindle or make any fire except in an approved place situated on the Member's Lot.

Section 4. Use of the Waterways. The following restrictions shall govern the use of the Waterways:

(a) No Member shall take any action inconsistent with the Nebraska General Game Laws.

(b) No Member shall swim or wade in the Waterways.

(c) No Member shall throw any object into the Waterways.

(d) No Member shall use an outboard motor other than a fractional horsepower electric outboard motor.

(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. The 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.

(c) Each Member shall be entitled to receive two (2) key-cards to the Entrance.

(d) Each Member's use of the Entrance and the key-cards may be further regulated by the Rules.

Section 7. Miscellaneous Provisions.

(a) No Member shall harbor any animal except belled cats and unobjectionable dogs.

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

(c) 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 8. Remedies, Enforceability. In the event of a violation of any of the provisions of this Declaration, the Board of Directors may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or to recover monetary damages caused by such violation. 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.

Section 9. 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.

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(b) The provisions of this Declaration shall not be amended, revised or terminated except by a recordable instrument in writing duly executed by not less than 80% of the Members.

IN WITNESS WHEREOF, Beacon View has caused this Declaration to be signed by its duly authorized officers.

Attest:

By M. Kathleen Hay
Secretary

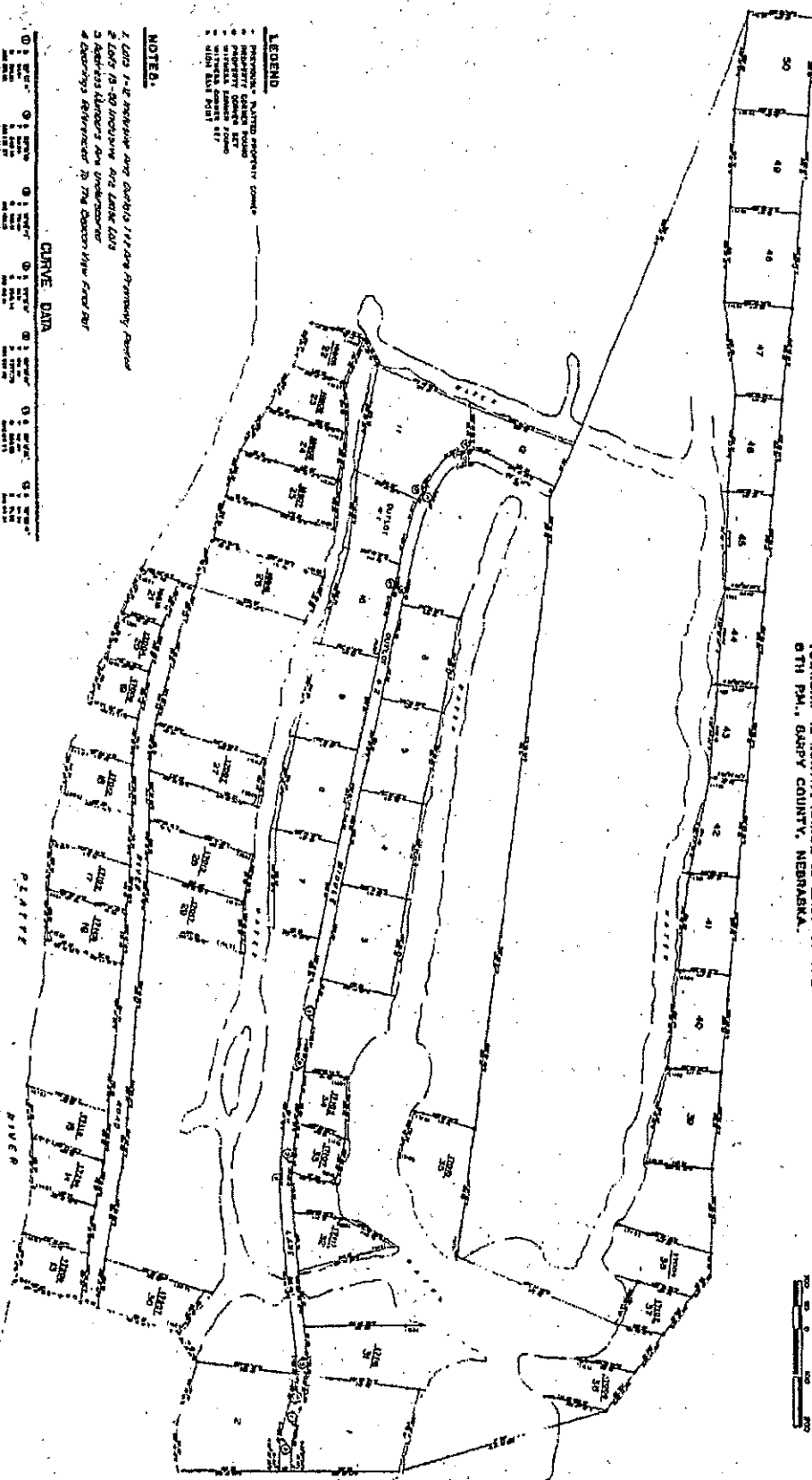
BEACON VIEW, INC.

By Paul H. Harrison
President

BEACON VIEW

LEASING PLAT

LOTS IS THRU SO BEING A TRACT OF LAND SITUATED IN THE WEST 1/2 OF SECTION 29 TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH PM., GARREY COUNTY, NEBRASKA.



LEBEND

- * PREVIOUSLY "PULITED" INFORMATION
- * INFORMATION QUALITY POLICY
- * INFORMATION QUALITY RTR
- * INFORMATION QUALITY POLICY
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NOTE:

1. LOTS 1-12 INCLUDING ANY CROPLAND 1/2 AND THEREBY PARCELS
2. LOTS 13-20 INCLUDING ANY LARGER LOTS
3. AGRICULTURAL LANDS AND UNDEVELOPED
4. CROPLANDS SET ASIDE TO THE DEPARTMENT OF AGRICULTURE

CLINICAL DATA

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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lamp, rynderson & associates, inc.

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BEACON · VIEW

(LEASING PLAT)

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EXHIBIT "A"

That part of Tax Lot "F" and Tax Lot "D" and Government Lot 2, 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 CB&Q 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. & Q. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B. & Q. 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.

TXL F & D

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