

(DONALD O. HEDRICK) No. 7228 P. 6/8
(NO. LS-295)
(REGISTERED)
(LAND SURVEYORS)

16536

(NEBRASKA REGISTERED LAND SURVEYOR)
(L.S. 295)
(DONALD O. HEDRICK)

PLAT NO. IX
Donald O. Hedrick, Surveyor
To:
Public

COMPARED

Filed: 30 July 1971 at: 2:55 P.M.
Betty Philpot, Register of Deeds
\$ 11.40

(PLAT IX FILED IN PLAT BOOK # 6, PAGES 74 & 75

B E A V E R L A K E P L A T I X

BEING A SUBDIVISION OF PART OF SECTIONS 17 & 18,
TOWNSHIP 11 NORTH, RANGE 14 EAST,
6TH PRINCIPAL MERIDIAN

CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND
SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREED
FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE
CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING
SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING
SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOTTAGE AS INDICATED ON THE
RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL
USE".
5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND
DESIGNATED FOR SUCH USE AND MUST COMPLY WITH LOCAL ZONING ORDINANCES AND SUBDIVISION REGULATIONS.

Blue Border
100% INDEX LEDGER

90027-RENFIELD & COMPANY, INC., OMAHA

ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLANS SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.

6. LOTS MARKED R.L. 1,2,3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.

7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.

8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.

9. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Ray Melton
Chairman of the Board

I, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

Chairman of the Board
VICE-PRESIDENT Ray Melton ASSISTANT-SECRETARY _____

STATE OF NEBRASKA)
COUNTY OF CASS) S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORENAMED. Chairman of the Board, Ray Melton

BEAVER LAKE CORPORATION - WHO ACKNOWLEDGED THAT THEY he DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR his FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS\$, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth THIS DAY OF 23 July, 1971

KATHERINE I. EGENBERGER)
GENERAL NOTARY) Katherine I. Egenberger
COMMISSION EXPIRES) NOTARY PUBLIC
AUG. 26, 1972)
STATE OF NEBRASKA)

MY COMMISSION EXPIRES August 26, 1972

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 23RD DAY OF July, 1971.

F. L. Rotter
ZONING ADMINISTRATOR

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 countour 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



Nawin Miller
Secretary

D-195

COPY

CONVENANTS 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

Wherever 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 or 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 toolshed 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 lots: (a) within 30 feet of the frontage road right of way; (b) within 10 feet of the side boundary of any contiguous lots; (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 installed shall be required to be connected to central water and sewer systems

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 Purchaser agrees that costs for same 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 of 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 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

(seal)

By Ray Melton
Ray Melton, Chairman of the Board

Attest:

Assistant: Marvin Miller
Secretary

STATE OF NEBRASKA)
) ss
county of cass 0

Before me, a Notary Public, qualified in said county, personally come Ray Melton, Chariman 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 I. Egenberger
Notary Public
My Commission Expires: August 26, 1972

(seal)

1970 OCT 23 11:11 AM

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 its 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 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 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

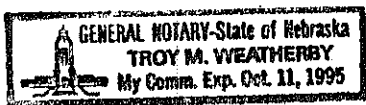
Attest:

Walter J. Jensen
Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF CASS)

On this 22 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

#31

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

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, 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 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 Seller and must comply with any existing local building codes in force at the time of construction.
3. 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.
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. 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.

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 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.

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. For sale signs and other signs shall not be permitted without written approval of the Beaver Lake Association Board of Directors. The size of all signs shall be regulated by Beaver Lake Association.

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

purchaser agrees that costs for same will be paid by purchaser 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 the 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 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 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, 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 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.

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 its 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 23rd day of August, 1984.

BEAVER LAKE ASSOCIATION,

By [Signature]
President

Attest:

[Signature]
Secretary


X330

Page 6

STATE OF NEBRASKA)
)ss
COUNTY OF CASS)

On this 23^d day of August, 1984, before me a Notary Public, duly commissioned and qualified in and for said county, personally came Carl Wright, to me known to be the President of Beaver Lake Association and he acknowledged the execution of the foregoing Covenants and Restrictions to be his voluntary act and deed as such officer.

Witness my hand and Notarial Seal the day and year last above written.

 A GENERAL NOTARY - State of Nebraska
JAMES E. CASE
My Comm. Exp. Mar. 12, 1986

James E. Case
Notary Public

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 its corporation purposes without limitation.

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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.

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



Troy M. Weatherly

Notary Public

431

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

RECEIPT is hereby acknowledged of the following items, to-wit:

1. Executed copy of the Installment Contract for Sale and Purchase of Real and Chattel Property above set forth.
2. Deed of Conveyance running from Dorothy A. Greek, Widow, to Ralph H. Fuoss and Darlene R. Fuoss, husband and wife, covering the property set forth in this contract.
3. Bill of Sale running from Dorothy A. Greek, Widow, to Ralph H. Fuoss and Darlene R. Fuoss, husband and wife, covering the property set forth in this contract.
4. Abstracts to the named real estate.

Dated this 1st day of Sept , 1971.

STATE BANK OF PLATTSMOUTH, NEBRASKA

By R. D. Schneider VP

(7)

 PLAT NO. XIII Filed: 3 September 1971 at: 1:10 P.M.
 Donald O. Hedrick, Surveyor COMPARED Betty Philpot, Register of Deeds
 To: \$ 35.75
 Public

(PLAT FILED IN PLAT BOOK NO. 6, PAGES 79 & 80)

BEAVER LAKE PLAT XIII

BEING A SUBDIVISION OF PART OF SECTIONS 18 & 19,

TOWNSHIP 11 NORTH, RANGE 14 EAST,

6TH PRINCIPAL MERIDIAN

CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUB-DIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREED FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOTTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL USE".
5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND DESIGNATED FOR SUCH USE AND MUST COMPLY WITH LOCAL ZONING ORDINANCES AND SUBDIVISION REGULATIONS. ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLANS SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.
6. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.

Blue Ribbon
100% LINEN FIBER

7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.

8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.

9. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jesse E. Sutton

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

VICE PRESIDENT Gene Bastian

ASSISTANT SECRETARY Jesse E. Sutton

STATE OF NEBRASKA)
COUNTY OF CASS)

) S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY
) APPEARED THE BEFORENAMED Jesse E. Sutton and Gene Bastian

BEAVER LAKE CORPORATION - WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth, Neb. THIS DAY OF SEPT 1, 1971.

(D. A. FARRIS)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(NOV. 26, 1974)
(STATE OF NEBRASKA)

D. A. Farris
NOTARY PUBLIC

MY COMMISSION EXPIRES 26 Day November 1974

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 2ND DAY OF Sept., 1971.

F. L. Rotter
ZONING ADMINISTRATOR

LEGAL DESCRIPTION OF BEAVER LAKE PLAT XIII

A tract of land lying in Section 18 and 19, Township 11 North, Range 14 East of the Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 18;

Thence North 0° 17' 03" East, a distance of 33.00 feet;

Thence South 89° 38' 00" East, a distance of 103.24 feet;

Thence Southeast by a curve deflecting to the right, an arc distance of 213.67 feet to a point of tangency, said curve having a radius of 360.40 feet and a chord which bears South 72° 38' 55" East, a distance of 210.56 feet to a point of Reverse Curve;

Thence Northeast by a curve deflecting to the left, an arc distance of 31.42 feet, said curve having a radius of 20.00 feet and a chord which bears North 79° 20' 10" East a distance of 28.28 feet;

Blue Border
100% LINEN LEDGER

30027—HEDRICK & COMPANY, INC., OMAHA

Thence South 55° 39' 50" East, a distance of 60.00 feet;
 Thence North 34° 20' 10" East, a distance of 35.00 feet;
 Thence Northeast by a curve deflecting to the left an arc distance of 57.13 feet, said curve having a radius of 269.38 feet and a chord which bears North 28° 16' 12" East, a distance of 57.02 feet;
 Thence South 89° 38' 00" East, a distance of about 650 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Survey dated 1927;
 Thence Northwardly and westwardly along the meanderings of the 1050 contour line about 3456 feet;
 Thence South 41° 16' 32" East, a distance of about 110 feet;
 Thence South 48° 43' 28" West, a distance of 120.00 feet to a point of curvature;
 Thence Northwest by a curve deflecting to the right an arc distance of 29.02 feet, said curve having a radius of 20.00 feet and a chord which bears North 89° 42' 39" West, a distance of 26.53 feet;
 Thence South 41° 51' 15" West, a distance of 60.00 feet;
 Thence Southeast by a curve deflecting to the right an arc distance of 29.02 feet, to a point of Reverse Curvature, said curve having a radius of 20.00 feet and a chord which bears South 6° 34' 54" East, a distance of 26.54 feet;
 Thence Southwest by a curve deflecting to the left an arc distance of 240.43 feet, said curve having a radius of 397.95 feet and a chord which bears South 17° 40' 29" West, a distance of 236.79 feet to a point of tangency;
 Thence South 0° 22' 00" West, a distance of 145.00 feet to a point of curvature;

NOTE: DESCRIPTION CONTINUED - SEE UPPER LEFT - THIS SHEET

Thence Southwest by a curve deflecting to the right an arc distance of 31.42 feet, said curve having a radius of 20.00 feet and a chord which bears South 45° 22' 00" West, a distance of 28.28 feet;
 Thence North 89° 38' 00" West, a distance of 90.00 feet;
 Thence South 0° 22' 00" West, a distance of 393.00 feet to a point in the South line of Section 18;
 Thence South 89° 38' 00" East, along the South line of said Section 18 and the centerline of Murray Road, a distance of 802.11 feet to the Place of Beginning and furhter known as the Perimeter boundary of Plat XIII.

NUMBER OF SUBLOTS 125

(NEBRASKA REGISTERED)
 (LAND SURVEYOR)
 (L.S. 295)
 (DONALD O. HEDRICK)

OWNER - SUBDIVIDER

BEAVER LAKE CORP.

(STATE OF NEBRASKA)
 (DONALD O. HEDRICK)
 (NO. LS-295)
 (REGISTERED LAND SURVEYORS)

P.O. BOX 489 PLATSMOUTH, NEBRASKA - 68048

HEDRICK - COX - ASSOCIATES, Inc.

ENGINEERS SURVEYORS

- DENOTES IRON PIN SET.
- △ DENOTES TACKED HUB SET.
- DENOTES PERMANENT CONCRETE MONUMENT.

DIMENSIONS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. PERMANENT MONUMENTS WERE FOUND OR SET AS INDICATED HEREON. ALL OF WHICH I CERTIFY TO BE CORRECT.

Donald O. Hedrick
 REGISTERED SURVEYOR # L.S. 295

Blue Bonnet
 1000 LINEN PAPER

MISCELLANEOUS RECORD, No. 11

30027-REDFIELD & COMPANY, INC., OMAHA

Thence East, a distance of 172.00 feet to the West line of Rock Creek Road;
Thence South, a distance of 35.31 feet;
Thence North 89° 34' 14" East, a distance of 33.00 feet to the Place of Beginning, and further known as the perimeter boundary of Plat XI.

OWNER - SUBDIVIDER
BEAVER LAKE CORP.
P.O. BOX 489 PLATTSMOUTH, NEBRASKA - 68048

HEDRICK . COX . ASSOCIATES, Inc.
ENGINEERS SURVEYORS

DIMENSIONS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. PERMANENT MONUMENTS WERE FOUND OR SET AS INDICATED HEREON. ALL OF WHICH I CERTIFY TO BE CORRECT.

- DENOTES IRON PIN SET.
- ▲ DENOTES TACKED HUB SET.
- DENOTES PERMANENT CONCRETE MONUMENT

Donald O. Hedrick
Registered Surveyor # L.S. 295

(STATE OF NEBRASKA)
(DONALD O. HEDRICK)
(NO. LS-295)
(REGISTERED)
(LAND SURVEYORS)

(NEBRASKA REGISTERED LAND SURVEYOR)
(L.S. 295)
(DONALD O. HEDRICK)

PLAT NO. IX
Donald O. Hedrick, Surveyor
To:
Public

COMPARED

Filed: 30 July 1971 at: 2:55 P.M.
Betty Philpot, Register of Deeds
\$ 11.40

(PLAT IX FILED IN PLAT BOOK # 6, PAGES 74 & 75

B E A V E R L A K E P L A T I X

BEING A SUBDIVISION OF PART OF SECTIONS 17 & 18,
TOWNSHIP 11 NORTH, RANGE 14 EAST,
6TH PRINCIPAL MERIDIAN

CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREED FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOTTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL USE".
5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND

Bluebonnet
100% LINEN REFORM

30027-RESFIELD & COMPANY, INC., OMAHA

ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLANS SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.

6. LOTS MARKED R.L. 1,2,3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.

7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.

8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.

9. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Ray Melton

Chairman of the Board

I WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

Chairman of the Board

VICE-PRESIDENT Ray Melton

ASSISTANT-SECRETARY _____

STATE OF NEBRASKA)

COUNTY OF CASS)

S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORENAMED. Chairman of the Board, Ray Melton

BEAVER LAKE CORPORATION - WHO ACKNOWLEDGED THAT THEY he DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR his FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth THIS DAY OF 23 July, 1971

(KATHERINE I. EGENBERGER)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(AUG. 26, 1972)
(STATE OF NEBRASKA)

Katherine I. Egenberger
NOTARY PUBLIC

MY COMMISSION EXPIRES August 26, 1972

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 23RD DAY OF July, 1971.

F. L. Rotter
ZONING ADMINISTRATOR

Blue Border
100% LINEN LIGER

MISC 15-673

A F F I D A V I T

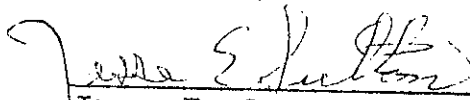
STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

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 restrictions is hereto attached and by this reference made a part thereof.

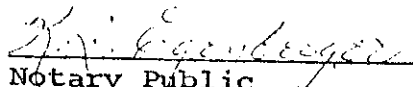
Dated this 12 day of October, 1973.



Jesse E. Sutton

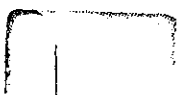
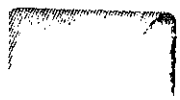
Subscribed and sworn to before me this 13th day of October, 1973.

 K. I. EGENBERGER
GENERAL NOTARY
State of Nebraska
My Commission Expires
August 27, 1976



Notary Public

Doc # 98 FILED FOR RECORD 10-12-73 AT 11:50 A.M. IN BOOK 15 OF 22 REGISTRY OF DEEDS, CASS CO., NEBR.
PAGE 673
3. COMPAREL Betty Philpat # 54,50



MISC 15-30

Doc. # 99

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

TELEPHONE EASEMENT DEED

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of effecting the installation underground of all telephone lines in the premises below described for the beautification of the premises and benefit of each property owner therein, BEAVER LAKE CORP. (hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: BEAVER LAKE PLATS #1 through 6, inclusive; 8 through 16, inclusive; 20; 21; 22 and 24 (such subdivision or addition hereinafter sometimes called the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY (hereinafter sometimes called "The Telephone Company") easements and rights of access on, across and below the premises, described and conditioned as follows:

1. A nonexclusive permanent easement for the purpose of installing, repairing, maintaining, replacing and removing underground main telephone distribution feeder cable, together with aboveground service pedestals and other appurtenant underground and aboveground facilities and equipment to be located in the utility easement space shown on the plat of the premises recorded in the office of the Register of Deeds of Cass County, Nebraska, together with rights of reasonable access to and across the premises to carry out the purposes of the easement herein granted.

In the event it becomes necessary to repair, replace or remove all or any portion of said underground main telephone distribution feeder cable or appurtenant facilities and equipment, any damage to fences, walls, trees, shrubs or other planting in the easement space caused by such repair, replacement or removal shall not be the responsibility of The Telephone Company and shall be borne by Owner or his assigns.

2. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easement described in Paragraph 1 above as follows:

That prior to and as a prerequisite of The Telephone Company excavation for and installation of such main telephone distribution feeder cable, Owner shall establish all final grades, plus or minus one (1) foot, along the route of said main feeder cable as designated by The Telephone Company, shall have all lot corners adjacent to said route clearly staked, and shall notify The Telephone Company in writing the date for paving or other hard surfacing in the premises

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

that will extend over said route as far as reasonably possible in advance of the construction of the paving or other hard surfacing, but in no event less than one (1) week prior thereto. In the event such notification is not given as above provided Owner shall pay to The Telephone Company any additional expenses incurred for crossing hard surfaced areas over and above normal expenses.

3. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easements described in Paragraph 3 above that prior to and as a prerequisite of The Telephone Company's furnishing telephone service to any residence or other building constructed on the premises, Owner shall do the following:
 - (a) The then lot owner shall excavate or cause to be excavated, a trench for the installation by The Telephone Company of underground telephone service cable and appurtenant facilities connecting said main telephone distribution feeder cable to any residence or other building which is to receive telephone service, which trench will be excavated along a route designated by The Telephone Company and shall be constructed and maintained in a manner suitable for such installation;
 - (b) All final grades, plus or minus one (1) foot, shall be established by the then lot owner along the route of the underground service facilities trench prior to the installation of the telephone service facilities; Owner shall give The Telephone Company at least twenty-four (24) hours' notice of the time and place of any trench excavation.
4. It is further understood and agreed that this Easement Deed is not to be interpreted or construed to prevent or restrict the use of the easements herein granted for above-ground distribution facilities and equipment where, in the opinion of The Telephone Company, aboveground facilities and equipment are the most practicable way of providing telephone service to the premises or any part thereof.
5. The rights and easements granted herein shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and the rights and easements granted herein shall be perpetual and shall run with the land constituting the premises and the lots into which the premises are divided.

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

5. (Continued)

The rights and obligations of Owner shall inure to the benefit of and be binding upon any owner of any lot or larger part of the premises, including the Owner herein, only while he or it owns such lot or larger part of the premises and only to the extent such lot or larger part of the premises is affected by any right and easement granted herein.

IN WITNESS WHEREOF we have executed these presents on this 15th day of January, 1973.

Beaver Lake Corp.
Owner

Barbara Slaughter
Secy

By: Bennett F. Gorman Pres
Title:



THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

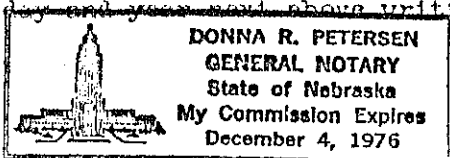
By: [Signature]

By: [Signature]
Vice President

STATE OF NEBRASKA)
COUNTY OF Douglas) SS,

On this 15th day of January, 1973, before me, the undersigned, a Notary Public in and for said County, personally came Bennett F. Gorman, President; and Barbara Slaughter, Secretary, of Beaver Lake Corp., a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed 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 the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha on the 15th day of January, 1973, above written.



Donna R. Petersen
Notary Public

My Commission expires:

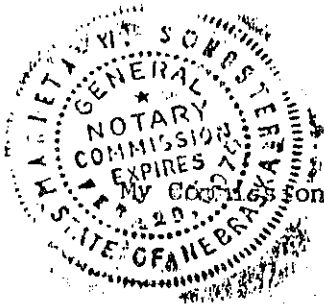
8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 2nd day of November, 1972, before me, the undersigned, a Notary Public in and for said County, personally came Tyler Ryan, Vice President, of THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed and acknowledged the execution thereof to be this voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln on the day and year next above written.

Marjorie K. Sengster
Notary Public



My Commission expires: February 28, 1974.

2-20-73 8:45
FILED FOR RECORD 11:45 A.M. IN BOOK 65 OF Miss
PAGE 30 REGISTER OF DEEDS, CASS CO., NEBR.

COMPARED

Buddy P. Higgins

Fee \$ 33.75

Dec. 99