

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 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 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 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.

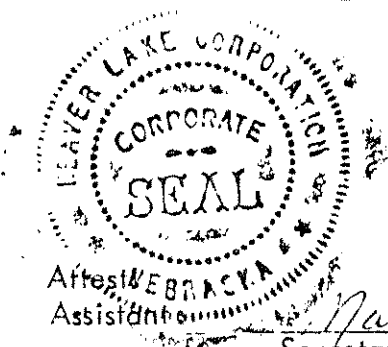
12. These covenants and restrictions run with the land and in the event of a violation, the Seller or the owner of any lot may prosecute any action at law or in equity to recover damages therefor or to enjoin such violation. The owner of any lot hereby agrees that in the event of a violation of any covenant 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 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



Harwin Miller
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Before me, a Notary Public, qualified in said county, personally come Ray Melton, Chairman 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 D. Egerberger
Notary Public
My Commission Expires: August 26, 1972



STATE OF NEBRASKA) ss
CASS COUNTY)
FILED FOR RECORD THIS 6 DAY OF
Nov 19 70 AT 9 O'CLOCK
AND 30 MINUTES P.M. AND RECORDED
IN BOOK 0 PAGE 125/126
W. J. W.
COUNTY CLERK, PLATTSMOUTH, NEBR. *W. J. W.*

MISCELLANEOUS RECORD, No. 12

43086 - REVISED 8 - CHEVROLET, INC., OMAHA

names of "Railway Street and/or "Wagon Road" which may appear of record.

Dated this 11th day of September 1972.

UNITED MINERAL PRODUCTS COMPANY

BY David C. Myers

David C. Myers, Vice President

ATTEST: Harold S. Myers

Harold S. Myers, Secretary

(UNITED MINERAL PRODUCTS COMPANY)
(CORPORATE SEAL)
(OMAHA, NEBR.)

Gay Coster

Gay Coster

Marie Coster

Marie Coster

CITY OF WEEPING WATER, NEBRASKA

BY Byron Baker

Byron Baker, Mayor

ATTEST: Ruth Norris

Ruth Norris, City Clerk

(CITY OF WEEPING WATER)
(SEAL)
CASS COUNTY, NEBRASKA)

ACCEPTANCE OF CITY COUNCIL

This Street "SCENIC DRIVE" as described herein was accepted and approved by the City Council of Weeping Water Nebraska on the 11th day of September 1972.

Byron Baker

Byron Baker, Mayor

ATTEST: Ruth Norris

Ruth Norris, City Clerk

(CITY OF WEEPING WATER)
(SEAL)
(CASS COUNTY, NEBRASKA)

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF CASS)

Before me, a notary public qualified in and for said county, personally came David C. Myers, Vice President and Harold S. Myers, Secretary of United Minerals Products Company, a Corporation, known to me to be Vice President and Secretary of said Corporation; Gay Coster and Marie Coster, husband and wife; Byron Baker, Mayor and Ruth Norris, City Clerk of Weeping Water, Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they have acknowledged said instrument to be their voluntary act and deed.

Dated this 11th day of September 1972.

My commission expires August 22, 1973
(RONALD D. SVOBODA)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(AUG. 22, 1973)
(STATE OF NEBRASKA)

Ronald D. Svoboda
Notary Public

PLAT # 7

Donald O. Hedrick, Surveyor

To:

Public

COMPARED

Filed 17 November 1972 at 11:50 A. M.
Book 12 page 389
Betty Philpot, Register of Deeds
\$49.50

(PLAT FILED IN PLAT BOOK NO. 8, PAGES 24, 25 & 26)

Dedication to Plat

BEAVER LAKE PLAT VII

BEING A SUBDIVISION OF PART OF SECTION 7 & 18 TOWNSHIP 11 NORTH, RANGE 14 EAST, 6th PRIME 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".

Blue Border

MISCELLANEOUS RECORD, No. 12

40266 REEFIELD & COMPANY, INC., OMAHA

known as the perimeter boundary of Beaver Lake Plat VII.

STREET	LENGTH
ROCK BLUFF ROAD.....	3140.56
FOREST LANE.....	555.42
CAMBRIDGE DRIVE.....	524.13
DUNBAR DRIVE.....	1198.45
MILFORD ROAD.....	1397.20
KADER COURT.....	297.96
TALMADGE ROAD.....	617.48
TALMADGE COURT.....	726.33
TOTAL	
	8457.53 L.F. = 1.602 MI.
NUMBER SUBLot	132
NUMBER RESERVE LOTS	0
LOT NUMBERS OMITTED	1833
	1834

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

HEDRICK - COX - ASSOCIATES, INC. SURVEYORS ENGINEERS
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

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

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

(NEBRASKA REGISTERED)
(LAND SURVEYOR)
(LS-295)
(DONALD O. HEDRICK)

CERTIFICATE OF DEATH Filed: 5 January 1973 at: 9:00 A.M.
David T. Sjogren Bettv Philpot, Register of Deeds
To: COMPARED \$ 3.50
Public

(Indexed Against: Lots 768, 769, 273 & 274, Louisville, Nebr.
per Harvey Koop)

PHS-798(VS)REV. 4-48	STATE OF NEBRASKA	
FEDERAL SECURITY AGENCY	DEPARTMENT OF HEALTH	54 003652
PUBLIC HEALTH SERVICE	Bureau of Vital Statistics	
BIRTH NO. 126....	CERTIFICATE OF DEATH	STATE FILE NO.

1. Place of Death a. County Douglas S-265
- b. City (If outside corporate limits, write Rural)
or Town Omaha, Nebraska
- c. Length of Stay 2 weeks
- d. Full Name of Hospital or Institution (If not in hospital or institution, give street address)
Methodist Hospital
2. Usual Residence (Where deceased lived. If institution: residence before admission).
A. State Nebraska b. County Cass
- c. City or Town (If outside corporate limits, write Rural) Louisville
- d. Street Address (If rural, give location)
3. Name of Deceased a. (First) David b. (Middle) T. c. (Last) Sjogren
(Type or Print)
4. Date of Death (Month) April (Day) 2 (Year) 1954
5. Sex Male
6. Color or Race White
7. Married, Never Married, Widowed, Divorced (Specify) Married
8. Date of Birth May 24, 1900
9. Age (In yrs. last birthday) 53 If Under 1 Yr. If Under 24 Hrs.
Mon. Days Hours Min.
- 10a. Usual Occupation (Give kind of work done during most of working life, even if retired)
Service Station Operator
- 10b. Kind of Business or Industry 290 Gas & Oil
11. Birthplace (City, town or county) (State or foreign country) Louisville, Nebr.)
12. Citizen of what Country? USA
13. Father's Name Martin Sjogren
- 14a. Mother's Maiden name Charolette Gustafson
- 14b. Name of Husband or Wife Clara Sjogren
15. Was Deceased Ever in U.S. Armed Forces? (Yes, No, or unknown) No
(If yes, give war or dates of service)
16. Social Security No. 505-40-7971
17. Informant's Name or Signature & Address Mrs. Clara Sjogren, Louisville

Blue Bonnet

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.

B.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 15 day of January, 1973.

Beaver Lake Corp.
Owner

By: Bennett F. Gorman President
Title:

THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

By: [Signature]
Vice President

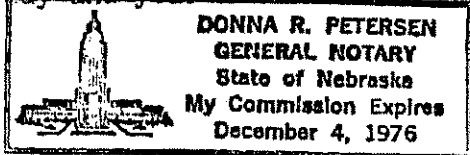
Barbara Slaughter
Secretary



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.



Donna R. Petersen
Notary Public

My Commission expires:

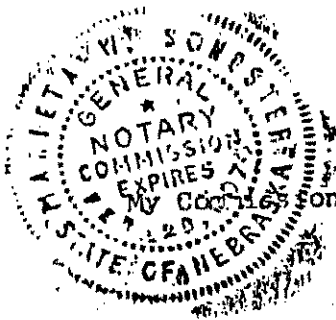
8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

On this 7th 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.

Marietta K. Sougater
Notary Public



My Commission expires: February 28, 1974.

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

Fee \$ 88.75

COMPARED

Billy R. ...

Dec. 99

30027-RENFIELD & COMPANY, INC., OMAHA

07'

Thence North 0°/05" East, a distance of 330.00 feet to a point;

Thence North 89° 32' 39" West, a distance of 12.86 feet to a point;

Thence North 0° 27' 21" East, a distance of 210.00 feet to a point;

Thence North 89° 32' 39" West, a distance of 65.00 feet to a point of curvature;

Thence Northwest 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 North 44° 32' 39" West, a distance of 28.28 feet to a point of tangency;

Thence North 0° 27' 21" East, a distance of 165.00 feet to a point of curvature;

Thence Northwest by a curve deflecting to the left, an arc distance of 31.37 feet, said curve having a radius of 134.60 feet and a chord which bears North 6° 13' 12" West, a distance of 31.30 feet to a point;

Thence North 70° 24' 14" East, a distance of about 170.0 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Survey dated 1927;

Thence along the meandering line of the 1050 contour line a distance of about 2970 feet to a point;

Thence South 2° 00' 00" West, a distance of about 160.0 feet to a point;

Thence South 0° 27' 01" West, a distance of 265.00 feet;

Thence South 83° 32' 59" East, a distance of 5.00 feet;

Thence South 0° 27' 01" West, a distance of 180.00 feet to the principal place of Beginning and further known as the perimeter Boundary of Plat XV.

Blue Border
100% LINEN LEDGER

NUMBER OF SUBLOTS - 94
NUMBER OF RESERVE LOTS - 1

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

OWNER - SUBDIVIDER

BEAVER LAKE CORP.
P.O. BOX 489 PLATSMOUTH, 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.

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

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

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

PLAT NO. 16
Donald O. Hedrick, Surveyor
To:
Public

COMPARED

Filed: 16 December 1971 at: 2:34 P.M.
Betty Philpot, Register of Deeds
\$ 16.40

(PLAT FILED IN PLAT BOOK NO. 6, PAGES 87, 88, & 89)

B E A V E R L A K E P L A T XVI
BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 13 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

30027-REDFIELD & COMPANY, INC., OMAHA

Thence North 58° 28' 00" East, a distance of 278.79 feet;
 Thence North 48° 08' 16" East, a distance of 191.05 feet;
 Thence South 1° 44' 00" East, a distance of 719.25 feet;
 Thence North 89° 57' 00" East, a distance of 1666.90 feet to the place of beginning and further known as the perimeter of Plat XVI.

NUMBER OF SUBLOTS - 227
 NUMBER OF RESERVE LOTS - 4
 NUMBER OF BLOCKS - 2

OWNER - SUBDIVIDER
 BEAVER LAKE CORP.
 P.O. BOX 489 PLATTSMOUTH, NEBRASKA - 68048
 HEDRICK ENGINEERS . COX . ASSOCIATES, Inc.
 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
 (NEBRASKA REGISTERED LAND SURVEYOR)
 (L.S. 295)
 (DONALD O. HEDRICK)
 (STATE OF NEBRASKA)
 (DONALD O. HEDRICK)
 (No. LS-295)
 (REGISTERED LAND SURVEYORS)

Blue Ribbon

 LEASE Wa Con Da Lake, Inc. COMPARED Filed 21 December 1971 at 10:00 A. M.
 To: Betty Philpot, Register of Deeds
 Gene E. Malone et ux \$6.25

 LEASE

THIS AGREEMENT made and entered into this 5th day of August 1966, between WA CON DA LAKE, INC., a Nebraska Corporation, hereinafter referred to as "Lessor", and Gene E. Malone & Donna L. Malone, 3122 South 106th Street, Omaha, husband and wife, with full rights of survivorship, hereinafter referred to as "Lessee".

WITNESSETH, that the Lessor does hereby lease and demise to the Lessee Cabin Lot No.(s) 222, located upon the Lessor's property which is commonly referred to as WA CON DA LAKE, located in the:

Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Eight (8), Township Ten (10), North, Range Fourteen (14), East of the 6th P.M., in Cass County Nebraska, according to the plat of said property, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

NOW, THEREFORE, in consideration of the premises and the rental hereinafter provided, the Lessor has leased unto Lessee, and Lessee leases from the Lessor said Cabin Lots for the period commencing August 15th 1966 and terminating on the 14th day of August 19 2060.

The Lessee hereby agrees to pay as rental for said described leased premises the sum of \$600.00 per year, in advance, commencing August 15th 1966, and a like sum on the same day of each year, which rental shall continue for a period of 94 years from August 15th 1966, and to be paid to said Lessor, or its duly authorized agent or assignee, The rent hereinabove provided for shall

606

MISCELLANEOUS RECORD, No. 11

30027-REDFIELD & COMPANY, INC., OMAHA

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.
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 Jesse E. Sutton

ASSISTANT SECRETARY Hazel Haner

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 Hazel Haner 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 December 14, 1971.

(DAN H. HUEBNER)
 Dan H. Huebner (GENERAL NOTARY)
 NOTARY PUBLIC (COMMISSION EXPIRES)
 (SEPT. 6, 1975)
 (STATE OF NEBRASKA)

MY COMMISSION EXPIRES September 6, 1975

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 14th DAY OF December, 1971.

F. L. Rotter
 ZONING ADMINISTRATOR

LEGAL DESCRIPTION - BEAVER LAKE PLAT XVI

A tract of land lying in Section 13, Township 11 North, Range 13 East of the Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Beginning at the Southeast corner of Section 13;
 Thence due North, a distance of 1662.64 feet;
 Thence North 89° 32' 39" West, a distance of 30.00 feet;
 Thence due North, a distance of 450.00 feet to a point of curvature;
 Thence Northwardly by a curve to the right an arc distance of 273.97 feet to a point, said curve having a radius of 372.21, and a chord which bears North 21° 05' 12" East, 267.83 feet;
 Thence North 47° 49' 36" West, a distance of about 217.6 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Survey dated 1927;
 Thence Westwardly along the meanderings of the 1050 contour line, a distance of aboutfeet
 Thence North 72° 32' 56" West, a distance of about 297.2 feet;
 Thence South 16° 27' 04" West, a distance of 15.00 feet;
 Thence North 73° 32' 56" West, a distance of 150.41 feet;
 Thence South 16° 27' 04" West, a distance of 363.94 feet to its intersection with a curve;
 Thence Eastwardly by a curve to the right an arc distance of 59.79 feet to a point of tangency, said curve having a radius of 452.07 feet and a chord which bears South 77° 20' 01" East;
 Thence South 16° 27' 04" West, a distance of 60.00 feet to a point of curvature;
 Thence along a curve to the left having a radius of 392.07 feet, an arc distance of 110.73 feet the chord which bears North 81° 38' 23" West, a distance of 110.36 feet;
 Thence North 89° 43' 50" West, a distance of 78.00 feet;
 Thence South 4° 52' 49" West, a distance of 122.44 feet;
 Thence South 16° 27' 04" West, a distance of 300.00 feet;
 Thence North 89° 43' 50" West, a distance of 269.40 feet;
 Thence South 0° 16' 10" West, a distance of 660.26 feet;
 Thence South 89° 44' 53" West, a distance of 10.00 feet;
 Thence South 5° 37' 29" East, a distance of 555.42 feet;
 Thence South 15° 40' 57" East, a distance of 104.40 feet;
 Thence North 39° 23' 03" East, a distance of 153.05 feet;
 Thence South 15° 40' 57" East, a distance of 104.40 feet;

Blue Border
 100% LINEN LEDGER

30027-Record & Company, Inc., Omaha

PLAT # IV
 F. L. Rotter, Surveyor
 To:
 Public

COMPARED

Filed 29 March 1971 at: 1:15 P.M.
 Betty Philpot, Register of Deeds
 \$ 14.65

(PLAT FILED IN PLAT BOOK 6, PAGES 63, 64 & 65)

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

BEING A SUBDIVISION OF PART OF SECTIONS 7 & 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 AGREE 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 FOOTAGE 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 PLAN 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

Bette Borden
 100 - JAMES HUGHES

30027-REDFIELD & COMPANY, INC., OMAHA

195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jack E. Allio _____

Leo Joseph Vice President

(BEAVER LAKE CORPORATION)
(CORPORATE SEAL)
(NEBRASKA)

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 Leo Joseph VICE-PRESIDENT ASST SEC. Jack E. Allio

STATE OF NEBRASKA)
) S.S.
COUNTY OF CASS)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORENAMED.

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 26 THIS DAY OF March, 1971.

D. A. Farris
NOTARY PUBLIC

MY COMMISSION EXPIRES 26 NOV 1974

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 26th DAY OF MAR., 1971.

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

F. L. Rotter
ZONING ADMINISTRATOR

LEGAL DESCRIPTION - Beaver Lake Plat IV

A tract of land lying in Section 7 and Section 18, Township 11 North, Range 14 East, Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Starting at the Southwest corner of Section 7;

Thence North along the West line of Section 7, a distance of 664.92 feet to a point;

Thence South 89° 09' 33" East, a distance of 1306.34 feet to the Point of Beginning, said point being the Southeast corner of the North half of the Southwest quarter of the Southwest quarter of said Section 7;

Thence North 0° 09' 10" East, a distance of 80.64 feet to a point;

Thence South 44°, 07' 00" East, a distance of 262.51 feet to a point of curvature;

Thence Southeast by a curve deflecting to the left, an arc distance of 553.66 feet to a point of tangency, said curve having a radius of 703.94 feet and a chord which bears South 66° 38' 56" East, a distance of 539.48 feet;

Thence South 0° 49' 08" West, a distance of 20.00 feet to a point;

Thence South 89° 10' 52" East, a distance of 1317.37 feet to a point;

Blue Border
100% LINEN LEDGER

30027-REVISED & COMPANY, INC., OMAHA

Thence South 62° 19' 55" East, a distance of 432.71 feet to a point;
 Thence South 27° 40' 05" West, a distance of 300.00 feet to a point;
 Thence South 62° 19' 55" East, a distance of 243.06 feet to a point;
 Thence South 27° 40' 05" West, a distance of 210.00 feet to a point;
 Thence South 62° 19' 55" East, a distance of 12.44 feet to a point;
 Thence South 27° 40' 05" West, a distance of about 405 feet to its intersection with the 1050 contour line as based on the U.S. Geodetic Surveys, dated 1927;
 Thence along the meandering line of the 1050 contour line, a distance of about 5470 feet to a point;
 Thence North 18° 08' 13" West, a distance of about 150.7 feet to a point;
 Thence North 0° 09' 06" East, a distance of 231.40 feet to a point in the South Right-of-Way Line of Rock Bluff Road (Relocated) 80 feet wide;
 Thence North 44° 07' 00" West, along the Southerly line of Rock Bluff Road, (Relocated) a distance of 128.97 feet;
 Thence South 89° 09' 33" East, a distance of 90.03 feet to the place of beginning and further known as the perimeter boundary of Beaver Lake Plat IV.

NUMBER OF SUBLOTS - 149
 NUMBER OF RESERVED LOTS - 1
 (NEBRASKA REGISTERED)
 (LAND SURVEYOR LS-253)
SUBLOT NOS. OMITTED
 SUBLLOT 1738
 1785

OWNER - SUBDIVIDER
 BEAVER LAKE CORP.
 P.O. BOX 489 PLATTSMOUTH, NEBRASKA 68048
 HEDRICK - COX - ASSOCIATES
 ENGINEERS SURVEYORS

Blue Borden
 1007 S. HENRY ST. OMAHA, NEBRASKA

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.

F. L. Rotter
 REGISTERED SURVEYOR #L.S. 253

 SURVEYOR'S CERTIFICATE
 Chester F. Harris
 To: _____
 Public _____
 COMPARED
 Filed 2 April 1971 at: 3:45 P.M.
 Betty Philpot, Register of Deeds
 \$ 4.75

 SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed a subdivision known to me as Christian Heights, an addition to Murray, Nebraska, and located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 15, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, more particularly described as follows:

Beginning at a point 624 feet north and 183 feet west of the SE corner of Sec. 15, Twp 11 N., Rge 13 E. of 6th P.M.; thence West 691.63 feet; thence South 591 feet; thence west 60 feet; thence North 1291 feet; thence East 751.63 feet; thence South 700 feet to the point of beginning.

Dated this 3rd day of March, 1971.

Chester F. Harris
 L.S. 169

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE UNITED STATES NATIONAL BANK OF OMAHA, Omaha, Nebraska, a national banking association, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto BEAVER LAKE ASSOCIATION, a Nebraska corporation, and to its successors and assigns, hereinafter referred to as "Grantee", all of its right, title and interest in and to the following described premises situated in Cass County, Nebraska, to-wit:

PARCEL 1

All roads located within Beaver Lake Subdivision.

PARCEL 2

Beaver Lake Basin Area, more particularly described as follows:

The Beaver Lake Basin Area is determined by the 1050 elevation contour according to the U.S. Geological Survey, 1927 Murray Quadrangle and Rock Bluffs Quadrangle Maps. Said 1050 contour line in Sections 12 and 13, Township 11 North, Range 13, East of the 6th P.M., and also Sections 7, 17, 18, 19 and 20, Township 11 North, Range 14, East of the 6th P.M., all of which is in Cass County, Nebraska. Said 1050 contour is closed at the Easterly end of Beaver Lake by an earthfill dam with the overflow spillway structure set at the 1050 contour elevation.

The Beaver Lake Floodway Area is determined as the area lying between the 1050 contour and the 1054 contour according to the U.S. Geological Survey 1927, all of which falls entirely within the above mentioned sections.

PARCEL 3

The Beaver Lake Dam Area, more particularly described as follows:

Part of Special Usage Lot #7 in the SW 1/4 NW 1/4 and NW 1/4 SW 1/4 of Section 17-11-14, Cass County, Nebraska:

Beginning at a point N 0° 00' 18" W 1,252.38' from the SE Corner of the NW 1/4 SW 1/4 of Section 17, T 11 N, R 14 E of the 6th P.M. (said point being also the North-easterly Corner of Reserve Lot #3);

Thence S 78° 00' 00" W approximately 385' to a point on the Westerly slope of Beaver Lake Dam and on the 1050 elevation contour based on the U.S. Coast & Geodetic mean sea level 1927;

NEBRASKA DOCUMENTARY
STAMP TAX
APR 11 1977
\$127.25 BY A.D.

Dec 11/18
FILED FOR RECORD 11-19-77 AT 7:06 P.M. IN BOOK 119 OF SEEDS
PAGE 503
REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpott \$116.00

COMPARED

LAW OFFICES
MORSMAN, FIKE, DAVIS & POLACK, P.C.
OMAHA, NEBRASKA 68102

Thence N 18° 36' 53" W along the 1050 contour and parallel to the centerline of aforesaid dam for approximately 1,000.0';

Thence continuing along the 1050 contour Southwesterly approximately 111.0' to the Southeasterly Corner of Lot 2095-B, Plat 17 Beaver Lake;

Thence N 41° 29' 50" W for 207.8' to the Northeasterly Corner of said Lot 2095-B;

Thence following the arc of a 50' radius curve for 31.17' to the Southeasterly corner of Lot 2094-B;

Thence N 60° 00' 05" E for 236.28';

Thence N 2° 40' 05" E for 203.82' to a point on the Southerly line of Overlook Circle Drive;

Thence following the arc of a 741.2' radius curve for 69.54' to the Northwest Corner of Lot 2080-C;

Thence S 2° 40' 18" E for 165.76'

Thence N 76° 39' 42" E for 92.28';

Thence S 13° 20' 18" E for 200.0';

Thence N 76° 39' 42" E for 326.12';

Thence N 89° 59' 42" E for 195.0' to a point on the Easterly line of the SE 1/4 NW 1/4 of Section 17;

Thence S 0° 00' 18" E for 250.0' to the Northeasterly Corner of Special Usage Lot #8;

Thence S 89° 59' 42" W for 300.0';

Thence S 0° 00' 18" E for 250.0';

Thence N 89° 59' 42" E for 140.0';

Thence S 0° 00' 18" E for 180.0';

Thence N 89° 59' 42" E for 60.0';

Thence N 0° 00' 18" W for 230.0';

Thence N 89° 59' 42" E for 100.0 to the Southeasterly Corner of Special Usage Lot #8;

Thence S 0° 00' 18" E along the East line of the SE 1/4 NW 1/4 of said Section 17 for 616.84' to the Point of Beginning, containing a calculated area of 14.12 acres.

PARCEL 4

<u>Access Lots</u>	<u>Plat</u>
1	I
2	III
3	III
4	III
5	III
5	V
6	V
7	V
8	V
	VI (lying between Platted Lots 1522 and 1524)
8	VIII
9	IX

PARCEL 5

Lots 335, 453, 454, 462, 635, 906, 968, 1030, 1229,
1466, and 1860, Beaver Lake Subdivision.

PARCEL 6

<u>Special Usage Lots</u>	<u>Plat</u>
1	XIII (Water Tower Site No. 2)
2	XX
3	XX
4	XXI
5	XXIV (Water Tower Site No. 1 and Access Right-of- Way Easement to Tower No. 1)
6	VII
7	XVII
8	XVII (Waste Water Plant and Ef- fluent Easement)

PARCEL 7

<u>Community Areas</u>	<u>Plat</u>
14	XXII
15	XXII
16	XXIV
17	XXIV

PARCEL 8

<u>Reserve Lots</u>	<u>Plat</u>
2	V
3	IX (Water Treatment Plant and Basin)
4	XII
5	XII
6	XII
7	XIII
8	XV
10	XVI
11	XVI
12	XVI
13	XVI
14	XIX
15	XIX
16	XIX
17	XVII
18	XVII

PARCEL 9

<u>Blocks</u>	<u>Plat</u>
A	II
B	IV
C	XII
D	XVI
E	XXIV
F	XXIV
G	XXIV

PARCEL 10

Camping area more particularly described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 17, T 12 N, R 14 E of the 6th P.M. (said point being 1,318.60' Easterly from the SW corner of Section 17); thence N 89° 35' 51" W (assumed bearing) along the section line for 325.92'; thence N 0° 24' 09" E for 170.84' along the Easterly line of Beaver Lake Plat VIII; thence continuing along the Easterly line of Plat VIII N 29° 16' 00" W for 729.51'; thence N 15° 21' 30" E for 291.24'; thence N 72° 50' 32" E for 174.48'; thence N 34° 50' 22" E for 201.62' to a point which is the NE Corner of Lot 402, Plat VIII and also the SE Corner of Lot 403, Plat IX; thence N 87° 41' 04" E for 322.50' to the Southeasterly Corner of Plat IX; thence S 89° 26' 39" E for 525.86' to a point in the center line of County Road #115; thence S 2° 45' 14" E for 150.01'; thence S 7° 28' 24" E for 555.00'; thence S 2° 18' 04" E for 620.04' to a point on the South line of

the SE 1/4 SW 1/4 of Section 17; thence N 89° 35' 51" W along the section line of 630.06' to the Point of Beginning, containing a calculated area of 33.0 acres,

together with Lots 405 through 412, inclusive, and Lots 419 through 425, inclusive.

PARCEL 11

Access right-of-way easement to Special Usage Lot 5, described as follows:

Beginning at the Southwest corner of Special Usage Lot 5; thence North 08° 20' 49" West a distance of 43.45 feet; thence South 89° 07' 00" East a distance of 196.57 feet; thence South 00° 53' 00" West a distance of 30.00 feet to the Northerly right-of-way line of County Road No. 48 and 75; thence Westerly along said right-of-way line a distance of 190.29 feet to the Point of Beginning.

PARCEL 12

The perpetual easement reserved on all Beaver Lake Plats from I through XXIV of Beaver Lake Subdivision 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 in the Subdivision, 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.

PARCEL 13

<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>
16	594	817	867	979	1107
164	595	827	868	980	1109
166	671	832	869	981	1110
204	672	835	872	985	1113
238	749	855	886	986	1120
242	796	857	887	989	1122
400	805	859	888	996	1124
558	808	861	902	997	1125
588	815	864	973	998	1126
589	816	865	978	1027	1127
1131	1168	1278	1794	1812	1836
1132	1169	1296	1795	1813	1839
1133	1170	1518	1796	1814	1845
1160	1171	1786	1804	1815	1846
1162	1200	1787	1805	1816	1848
1163	1201	1789	1806	1817	1849
1164	1203	1790	1807	1818	1850
1165	1205	1791	1808	1819	1883
1166	1210	1792	1809	1821	1884
1167	1211	1793	1810	1835	1885

1886	1896	1918	1928	1942	1955
1887	1897	1919	1929	1944	1956
1888	1900	1920	1930	1945	1957
1889	1909	1921	1932	1946	1958
1890	1910	1922	1933	1947	1959
1891	1911	1923	1935	1949	1960
1892	1912	1924	1936	1951	1962
1893	1914	1925	1939	1952	1963
1894	1915	1926	1940	1953	1964
1895	1917	1927	1941	1954	1965
1966	1976	1986	1996	2006	2016
1967	1977	1987	1997	2007	2017
1968	1978	1988	1998	2008	2018
1969	1979	1989	1999	2009	2019
1970	1980	1990	2000	2010	2020
1971	1981	1991	2001	2011	2021
1972	1982	1992	2002	2012	2022
1973	1983	1993	2003	2013	2023
1974	1984	1994	2004	2014	2024
1975	1985	1995	2005	2015	2025
2026	2036	2046	2059	2070	2080
2027	2037	2047	2061	2071	2081
2028	2038	2048	2062	2072	2082
2029	2039	2049	2063	2073	2083
2030	2040	2050	2064	2074	2085
2031	2041	2051	2065	2075	2086
2032	2042	2052	2066	2076	2087
2033	2043	2053	2067	2077	2088
2034	2044	2057	2068	2078	2089
2035	2045	2058	2069	2079	2090
2091	2116				
2092	2117				
2108	2120				
2109	2121				
2110	2122				
2111					
2112					
2113					
2114					
2115					

all in Beaver Lake Subdivision, Cass County, Nebraska,
together with all improvements, tenements, hereditaments and
appurtenances located thereon and thereunto belonging; subject,
however, to the following exceptions:

1. Mortgage in favor of First Westroads Bank given by
Beaver Lake Corporation, recorded May 9, 1972 in the Office of
the Register of Deeds for Cass County, Nebraska in Book 116,
Mortgage Records, at Page 115 (covering Lot 16).

2. Mortgage in favor of First National Bank of Belle-
vue given by Varner Hike and Georgia Hike, recorded December 15,

1974 in the Office of the Register of Deeds for Cass County, Nebraska in Book 123, Mortgage Records, at Page 282 (covering Lot 16).

3. The 1977 County Taxes payable in 1978 and all taxes and assessments levied and assessed subsequent thereto.

4. Easements, or claims of easements, not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a correct survey and inspection of the property herein conveyed would disclose and which are not shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, except any lien or right to a lien created or caused by Grantor.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the date of the within Deed, except liens and encumbrances created by Grantor.

8. Reservation of one-half of the mineral rights in T. H. Pollock, his heirs and assigns, set forth in the Warranty Deed dated August 27, 1955 and recorded August 29, 1955 in Book 91, Deed Records, at Page 555.

9. Restrictions, obligations and reservation of minerals, mineral deposits, oils and gases of every kind and nature in favor of Howard E. Wiles and Katherine M. Wiles contained in the Warranty Deed dated April 15, 1971 and recorded on April 16, 1971 in Book 106, Deed Records, at Page 249.

10. Right-of-way grant in favor of The Globe Oil and Refinery Company dated May 2, 1941 and recorded July 3, 1941 in Book Y, Miscellaneous Records, at Page 366, which has been assigned to and is now in favor of The National Cooperative Refinery Association by Assignment dated July 26, 1943 and recorded August 27, 1943 in Book Y, Miscellaneous Records at Page 402.

11. Right-of-way grant to The Globe Oil and Refinery Company dated May 2, 1941 and recorded July 3, 1941 in Book Y, Miscellaneous Records, at Page 365, which has been assigned to and is now in favor of The National Cooperative Refinery Association by Assignment dated July 26, 1943 and recorded August 27, 1943 in Book Y, Miscellaneous Records at Page 402.

12. Easement in favor of Northern Gas Products Company dated April 18, 1962 and recorded May 14, 1962 in Book 8, Miscellaneous Records, at Page 276, which easement has been assigned to and is now in favor of Hydrocarbon Transportation, Inc. by Assignment dated January 1, 1967 and recorded March 29, 1967 in Book 10, Miscellaneous Records, at Page 484.

13. Easement in favor of Lincoln Telephone and Telegraph Company dated May 2, 1930 and recorded October 25, 1930 in Book X, Miscellaneous Records, at Page 393.

14. Covenants and Restrictions dated October 23, 1970 and recorded November 6, 1970 in Book D at Page 195, referred to in the Affidavit dated October 12, 1973 and recorded October 12, 1973 in Book 15, Miscellaneous Records, at Page 673, and Amendment to Covenants and Restrictions dated July 9, 1972 and recorded July 4, 1973 in Book E, Miscellaneous Records, at Page 221.

15. All of the terms, provisions and conditions contained in one certain Agreement between Beaver Lake Corporation and Elizabeth Patterson dated November 17, 1970.

16. Agreement by and between Beaver Lake Corporation and National Cooperative Refinery Association recorded June 15, 1971 in Book 12, Miscellaneous Records, at Page 225, and to the Supplemental Agreement dated July 30, 1971 and recorded August 18, 1971 in Book 12, Miscellaneous Records, at Page 260.

17. License in favor of Omaha Public Power District dated September 13, 1972 and recorded October 5, 1972 in Book 13, Miscellaneous Records, at Page 461.

18. Easement in favor of The Lincoln Telephone and Telegraph Company dated January 15, 1973 and recorded February 20, 1973 in Book 15, Miscellaneous Records, at Page 30.

19. Reservation of Mineral Rights in favor of John S. Toman and Ruth F. Toman in and to the South 18 acres of the East One-Half (Lot 8) in the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 11 North, Range 14, East of the 6th P.M., Cass County, Nebraska.

20. Restrictions and obligations contained in the By-Laws of Beaver Lake Association recorded September 23, 1974 in Book 17, Miscellaneous Records, at Page 1.

21. Telephone Easement Deed in favor of The Lincoln Telephone and Telegraph Company dated October 16, 1973 and recorded in Book 16, Miscellaneous Records, at Page 13.

22. Assignment Agreement dated June 14, 1973 and recorded in Book 16, Miscellaneous Records, at Page 70 affecting Special Usage Lot #2.

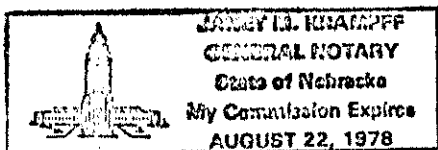
23. Agreement by and between The National Cooperative Refinery Association and I. E. Kouba, Jr., dated September 4, 1974 and recorded December 15, 1974 in Book 17, Miscellaneous Records, at Page 121.

24. Commercial Area Restrictions dated February 11, 1975 and recorded in Book 17, Miscellaneous Records, at Page 189A.

25. Easement dated March 4, 1975 and recorded March 6, 1975 in Book 17, Miscellaneous Records, at Page 199A.

KERMIT HANSEN, Chairman of the Board, of THE UNITED STATES NATIONAL BANK OF OMAHA, a national banking association, known to me to be the President and the Chairman of the Board and the identical persons who signed the foregoing Special Warranty Deed and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said The United States National Bank of Omaha, and that its corporate seal was thereunto affixed by its authority.

WITNESS my hand and notarial seal on April 11, 1977.



Janet M. Krampff
Notary Public

Janet M. Krampff

My Commission expires:

August 22, 1978

MISCELLANEOUS RECORD, No. 12

40066--REDFIELD & COMPANY, INC., OMAHA

names of "Railway Street and/or "Wagon Road" which may appear of record.

Dated this 11th day of September 1972.

UNITED MINERAL PRODUCTS COMPANY

BY David C. Myers

David C. Myers, Vice President

ATTEST: Harold S. Myers

Harold S. Myers, Secretary

(UNITED MINERAL PRODUCTS COMPANY)
(CORPORATE SEAL)
(OMAHA, NEBR.)

Gay Coster

Gay Coster

Marie Coster

Marie Coster

CITY OF WEEPING WATER, NEBRASKA

BY Byron Baker

Byron Baker, Mayor

ATTEST: Ruth Norris

Ruth Norris, City Clerk

(CITY OF WEEPING WATER)
(SEAL)
CASS COUNTY, NEBRASKA)

ACCEPTANCE OF CITY COUNCIL

This Street "SCENIC DRIVE" as described herein was accepted and approved by the City Council of Weeping Water Nebraska on the 11th day of September 1972.

(CITY OF WEEPING WATER)
(SEAL)
(CASS COUNTY, NEBRASKA)

Byron Baker
Byron Baker, Mayor
ATTEST: Ruth Norris
Ruth Norris, City Clerk

A C K N O W L E D G M E N T

STATE OF NEBRASKA)
COUNTY OF CASS)

Before me, a notary public qualified in and for said county, personally came David C. Myers, Vice President and Harold S. Myers, Secretary of United Minerals Products Company, a Corporation known to me to be Vice President and Secretary of said Corporation; Gay Coster and Marie Coster husband and wife; Byron Baker, Mayor and Ruth Norris, City Clerk of Weeping Water, Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they have acknowledged said instrument to be their voluntary act and deed.

Dated this 11th day of September 1972.

My commission expires August 22, 1973
(RONALD D. SVOBODA)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(AUG. 22, 1973)
(STATE OF NEBRASKA)

Ronald D. Svoboda
Notary Public

PLAT # 7

Donald O. Hedrick, Surveyor

To:

Public

COMPARED

Filed 17 November 1972 at 11:50 A. M.
Book 12 page 389
Betty Philpot, Register of Deeds
\$49.50

(PLAT FILED IN PLAT BOOK NO. 8, PAGES 24, 25 & 26)

BEAVER LAKE PLAT VII

BEING A SUBDIVISION OF PART OF SECTION 7 & 18 TOWNSHIP 11 NORTH, RANGE 14 EAST, 6th PRIME 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 DEWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAT 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 THAT 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

Blue Border
COPYING PERMITTED

MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

known as the perimeter boundary of Beaver Lake Plat VII.

STREET	LENGTH
ROCK BLUFF ROAD.....	3140.56
FOREST LANE.....	555.42
CAMBRIDGE DRIVE.....	524.13
DUNBAR DRIVE.....	1198.45
MILFORD ROAD.....	1397.20
KADER COURT.....	297.96
TALMADGE ROAD.....	617.48
TALMADGE COURT.....	726.33

TOTAL	8457.53 L.F.= 1.602 MI.
-------	----------------------------

NUMBER SUBLLOT	132
NUMBER RESERVE LOTS	0
LOT NUMBERS OMITTED	1833
	1834

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

HEDRICK - COX - ASSOCIATES, INC. SURVEYORS ENGINEERS
 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

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

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

(NEBRASKA REGISTERED)
 (LAND SURVEYOR)
 (LS-295)
 (DONALD O. HEDRICK)

CERTIFICATE OF DEATH

David T. Sjogren

To:

Public

COMPARED

Filed: 5 January 1973 at: 9:00 A.M.
 Betty Philpot, Register of Deeds
 \$ 3.50

(Indexed Against: Lots 768, 769, 273 & 274, Louisville, Nebr.
 per Harvey Koop)

PHS-798(VS)REV. 4-48 STATE OF NEBRASKA
 FEDERAL SECURITY AGENCY DEPARTMENT OF HEALTH 54 003652
 PUBLIC HEALTH SERVICE Bureau of Vital Statistics
 BIRTH NO. 126.... CERTIFICATE OF DEATH STATE FILE NO.

1. Place of Death a. County Douglas S-265
- b. City(If outside corporate limits , write Rural)
 or Town Omaha, Nebraska
- c. Length of Stay 2 weeks
- d. Full Name of Hospital or Institution (If not in hospital or institution, give street address)
 Methodist Hospital
2. Usual Residence (Where deceased lived. If institution: residence before admission).
 A. State Nebraska b. County Cass
- c. City or Town (If outside corporate limits, write Rural) Louisville
- d. Street Address (If rural, give location)
3. Name of Deceased a. (First) David b. (Middle) T. c. (Last) Sjogren
 (Type or Print)
4. Date of Death (Month) April (Day) 2 (Year) 1954
5. Sex Male
6. Color or Race White
7. Married, Never Married, Widowed, Divorced (Specify) Married
8. Date of Birth May 24, 1900
9. Age (In yrs. last birthday) 53 If Under 1 Yr. If Under 24 Hrs.
 Mon. Days Hours Min.
- 10a. Usual Occupation (Give kind of work done during most of working life, even if retired)
 Service Station Operator
- 10b. Kind of Business or Industry 290 Gas & Oil
11. Birthplace (City, town or county) (State or foreign country) Louisville, Nebr.)
12. Citizen of what Country? USA
13. Father's Name Martin Sjogren
- 14a. Mother's Maiden name Charolette Gustafson
- 14b. Name of Husband or Wife Clara Sjogren
15. Was Deceased Ever in U.S. Armed Forces? (Yes, No, or unknown) No
 (If yes, give war or dates of service)
16. Social Security No. 505-40-7971
17. Informant's Name or Signature & Address Mrs. Clara Sjogren, Louisville

MEDICAL CERTIFICATION

MISCELLANEOUS RECORD, No. 12

40066—REDFIELD & COMPANY, INC., OMAHA

Meridian, Cass County, Nebraska, bounded and described as follows: Starting at the Northeast corner of Section 18; Thence North $89^{\circ} 12' 10''$ West along the North line of Section 18 a distance of 1,323.10 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of Section 18; Thence North $62^{\circ} 19' 55''$ West, a distance of 304.60 feet to a point; said point being known as the Principal Place of Beginning; Thence South $27^{\circ} 40' 05''$ West, a distance of 20.00 feet to a point on the North right-of-way of County Road No. 48 and 75 (Rock Bluff Road) relocated 80 feet wide; Thence Southeast by a curve deflecting to the right, an arc distance of 605.91 feet to a point of tangency, said curve having a radius of 3,851.86 feet and a chord which bears South $57^{\circ} 49' 32''$ East, a distance of 605.28 feet; Thence South $53^{\circ} 19' 09''$ East, a distance of 265.43 feet to a point of curvature; Thence Southeast by a curve deflecting to the left, an arc distance of 545.25 feet, said curve having a radius of 1041.77 feet and a chord which bears South $68^{\circ} 18' 47''$ East, a distance of 539.05 feet; Thence South $6^{\circ} 41' 35''$ West, a distance of 80.00 feet to a point; Thence Northwest by a curve deflecting to the right, an arc distance of 68.83 feet to a point of reverse curvature, said curve having a radius of 1121.12 feet and chord which bears North $81^{\circ} 32' 57''$ West, a distance of 68.82 feet; Thence Southwest by a curve deflecting to the left, an arc distance of 45.30 feet to a point of tangency, said curve having a radius of 30.00 feet and a chord which bears South $56^{\circ} 57' 03''$ West, a distance of 41.12 feet; Thence South $13^{\circ} 41' 35''$ West, a distance of 82.19 feet to a point of curvature; Thence Southwest by a curve deflecting to the left, an arc distance of 91.04 feet to a point of tangency, said curve having a radius of 650.00 feet and a chord which bears South $9^{\circ} 40' 50''$ West, a distance of 90.97 feet; Thence South $5^{\circ} 40' 05''$ West, a distance of 248.72 feet to a point of curvature; Thence Southeast by a curve deflecting to the left, an arc distance of 47.12 feet to a point of tangency, said curve having a radius of 30.00 feet and a chord which bears South $39^{\circ} 19' 55''$ East, a distance of 42.43 feet; Thence South $84^{\circ} 19' 55''$ East, a distance of 384.13 feet to a point; Thence South $5^{\circ} 40' 05''$ West, a distance of 60.00 feet to a point, said point being the Northeast corner of Beaver Lake Plat XX; Thence North $84^{\circ} 19' 55''$ West, a distance of 524.13 feet to a point, said point being the Northwest corner of Plat XX; Thence South $5^{\circ} 40' 05''$ West, a distance of 80.00 feet to a point; Thence South $49^{\circ} 40' 05''$ West, a distance of 240.00 feet to a point; Thence South $28^{\circ} 08' 00''$ East, a distance of 156.00 feet to a point; Thence South $35^{\circ} 50' 00''$ East, a distance of 210.00 feet to a point; Thence North $60^{\circ} 21' 02''$ East, a distance of 232.74 feet to a point; Thence South $52^{\circ} 19' 55''$ East, a distance of about 235 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Surveys, dated 1927; Thence along the meandering line of the 1050 contour line, a distance of about _____ feet to a point; Thence North $28^{\circ} 25' 03''$ East, a distance of about 405.0 feet to a point; Thence North $61^{\circ} 34' 57''$ West, a distance of 12.44 feet to a point; Thence North $28^{\circ} 25' 03''$ East, a distance of 210.00 feet to a point; Thence North $61^{\circ} 34' 57''$ West, a distance of 584.87 feet to a point; Thence North $84^{\circ} 00' 49''$ West, a distance of 89.56 feet to a point; Thence North $88^{\circ} 18' 52''$ West, a distance of 1129.71 feet to a point; Thence North $0^{\circ} 49' 08''$ East, a distance of 190.85 feet to a point; Thence North $89^{\circ} 10' 52''$ West, a distance of 37.56 feet to a point; Thence North $0^{\circ} 49' 08''$ East, a distance of 100.00 feet to a point; Thence South $89^{\circ} 10' 52''$ East, a distance of 1,317.13 feet to a point; Thence

Blue Borden
 100% FULLY PATENTED

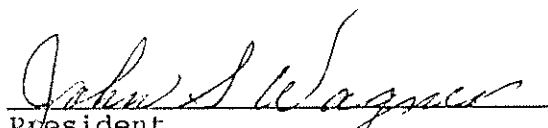
RESOLUTION

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

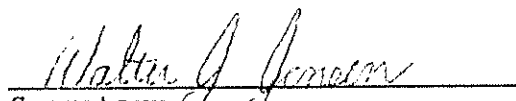
WHEREAS, said original Covenants and Restrictions empower said Association with the power to amend said Covenants and Restrictions, and

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

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


 President
 Beaver Lake Association

Attest:


 Secretary

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

FILED FOR RECORD 1-9-95 AT 11:40 A.M.
 REBOOK 46 OF 7711 PAGE 70
 REGISTER OF DEEDS, CASS CO., NE Patricia M. ...
 Doc. # 84 \$ 1061.50

COMPARED

BEAVER LAKE ASSOCIATION
COVENANTS AND RESTRICTIONS

WHEREAS Beaver Lake Corporation, a Nebraska Corporation, is owner in fee simple or has option to purchase property located in Cass County, Nebraska and

WHEREAS it is the intention of Beaver Lake Corporation that said property shall be developed as a restricted residential-recreation area,

NOW THEREFORE, the undersigned Beaver Lake Corporation causes the following Declaration of Protective Covenants and Restrictions which shall run with the land and be binding on all persons by, through or under it unless amended or modified as hereinafter provided:

DEFINITIONS

Whenever the word "seller" is used herein it shall be construed to mean Beaver Lake Corporation, it's successors and assigns and to include Beaver Lake Association which is a corporation to be formed by the Beaver Lake Corporation or with it's consent and approval and it's successors and assigns. "Purchaser" shall be construed to mean all persons referred to as purchaser and their respective heirs, legal representatives, successors, assigns and survivors. Singular pronouns shall be construed to include the plural and masculine pronouns shall be construed to include the feminine or neuter gender, as the case may be.

The seller may from time to time assign, to Beaver Lake Association one or more or all of the rights, privileges, duties and obligations it holds pursuant to and under the terms of the following covenants and restrictions, and upon such assignment said Beaver Lake Association shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Seller.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots and parcels of land shown on plats of Beaver Lake Sub-Division recorded or to be recorded in the Recorder's Office of Cass County, Nebraska, except that the Seller may from time to time set aside certain unplatted areas for special usage or future development which areas may contain special restrictions and/or covenants.

UTILITY COVENANT

The Seller agrees to install or cause to be installed, sewer collection lines and water distribution lines to serve the certain lot or lots as enumerated on the face of this Agreement, and to construct such necessary installations and/or plants in connection therewith as are acceptable to and approved by proper governmental

authorities. The utility fee of \$450.00 per lot, payable prior to the issuance of a building permit, provided the fee has not been previously paid, shall be the only installation charge for sewer facilities, and shall include a connection to the individual lot at the time of dwelling construction. It is further agreed however, that in the future should authorized governmental agencies require tertiary treatment, or other facilities, beyond those designed for the system under present State regulations, the purchaser will pay his pro-rata share of the cost.

RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" for multiple dwellings, business and commercial and shall be set forth on recorded plats of such lots.

2. All building plans and type of materials must be approved by the Seller and must comply with any and all existing local building codes, including the codes, restrictions and regulations of Beaver Lake Association.

3. No dwelling shall be constructed with less than the minimum ground or first floor living space (exclusive of porch area) indicated by the letter symbol set forth on each lot on the plat or plats of Beaver Lake Subdivision. The letter symbol "A" shall indicate 1440 square feet with a minimum length of 40 feet and a minimum width of 36 feet; "B" shall indicate 1296 square feet with a minimum length and width of 36 feet; "C" shall indicate 1156 square feet; and a minimum length and width of 34 feet, the minimum length and width shall apply for at least 1/2 the length and 1/2 the width of the structure. Also the roof shall be pitched with a minimum vertical rise of 5 inches for each 12 inches of horizontal run. The minimum for lots bearing the symbol "D" and "Special Use" lots shall be determined by Seller and such minimums shall be set forth on recorded plats. Seller may in writing waive the prescribed minimum in situations where such waiver will enhance the beauty of the development or where adherence would cause undue hardship to the purchaser. Mobile homes shall be permitted only in areas designated for such use and shall comply with local zoning ordinances and subdivision rules and regulations. In compliance with Beaver Lake Association Covenant #14, all mobile homes shall be new. They shall be inspected by Beaver Lake Association to meet standards as established by the Beaver Lake Association Board of Directors. Minimum requirements are 840 square feet living area, with a minimum width of 14 feet. All units shall be skirted within 90 days after placing. Picture of mobile unit, plot plan showing location on lot must be submitted to Seller for approval before installation. Modular structures which are not certified as constructed to UBC codes (Uniform Building Codes) as the minimum are construed to be mobile homes, and will only be permitted in areas designated for mobile home use. No modular structures are permitted without specific approval of the Beaver Lake Association Board of Directors. Traditionally constructed houses may be placed

the use of the lake and other facilities for it's corporation purposes without limitation.

10. Seller reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shore line of the lake; 15 feet wide along both sides of all road rights of way; and 10 feet wide along the side and rear lines of each lot, together with the right to ingress and egress for the purpose of installing, operating and maintaining all type of utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purposes. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to the said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes. No lot owner shall have any cause of action against seller or it's licensees at law or in equity arising out of the use of said easement except for gross negligence.

11. Lots adjacent to the lake are bounded on the lake side by the contour line that is 1050 feet above sea level. All riparian rights or rights to use the lake are expressly reserved to seller. The use of the lake is a privilege to which the purchaser shall be entitled only by maintaining membership in the Association in good standing. No rights to the use of the lake or any other facilities of the subdivisions shall be transferred by conveyance of any lot except that nothing herein contained shall prohibit any lot owner's right of ingress and egress over the roads to his lot.

12. These covenants and restrictions run with the land and in the event of a violation, the Seller or the owner of any lot may prosecute any action at law or in equity to recover damages therefor or to enjoin such violation. The owner of any lot hereby agrees that in the event of a violation of any covenant and restriction contained herein, that the legal remedy may be inadequate and that an injunction may issue against the lot owner, without notice and without bond to enjoin such violation.

13. The restrictions and conditions contained herein may be amended, added to or revoked in whole or in part by seller in the following manner: A notice, setting forth the intended amendment or revocation, shall be published once each week for three successive weeks in a newspaper of general circulation in Cass County. If Seller shall not have received objection to the proposed amendment or revocation in writing, signed by more than fifty (50) percent of the lot owners of record, within thirty (30) days after the date of first publication, seller may adopt such amendment or revocation and record same in the Cass County Recorder's Office, whereupon the same shall become effective. No amendment or revocation, however, shall be made of the restrictions in No. 10 or restrictions in No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect.

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

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

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

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

Dated this 17 day of November, 1994.

BEAVER LAKE ASSOCIATION

By John S. Wagner
President

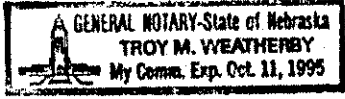
Attest:

Walter J. Jensen
Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF CASS)

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

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



Troy M. Weatherby

Notary Public

437

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

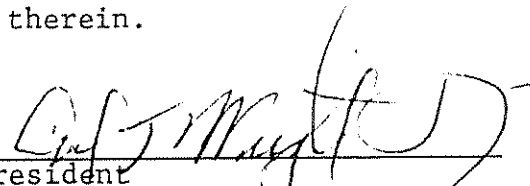
RESOLUTION

WHEREAS, Beaver Lake Association, a Nebraska not for profit corporation, is the body empowered, authorized and obligated to exercise rights, privileges, duties and obligations as set out to the original Covenants and Restrictions of Beaver Lake Subdivision, filed at the Cass County Courthouse Register of Deeds office, and

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

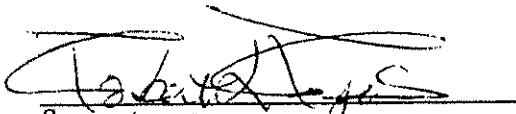
WHEREAS, said original Covenants and Restrictions require notice for three successive weeks in a newspaper of general circulation in Cass County, the same having been done and satisfactorily shown to the Board of Directors of Beaver Lake Association, said original Covenants and Restrictions also calling for an objection to proposed amendment in writing signed by more than fifty percent of the lot owners of record within thirty days after the date of the first publication, and in that the Board has not received an objection signed by more than fifty percent of the lot owners of record, the first day of publication being January 30, 1984,

NOW, THEREFORE, be it resolved that the Covenants and Restrictions are adopted as amended, that the same be recorded in the Cass County Recorder's office, and that the same shall be effective from the date of filing therein.



President
Beaver Lake Association
Board of Directors

ATTEST:



Secretary

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

doc # 330
FILED FOR RECORD *8-27-84* AT *10:30* A. M. IN BOOK *29* OF *misc*
PAGE *378* REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot \$ *1,063.50*
COMPALED

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 8th day of August, 1984.

BEAVER LAKE ASSOCIATION,

By [Signature]
President

Attest:

[Signature]
Secretary

MISCELLANEOUS RECORD, No. 11

XXXXX Revised & Complete, Inc., Omaha

SURVEY
Darrel W. Simonds, Surveyor . COMPARED
To:
Public

Filed: 19 July 1971 at: 2:30 P.M.
Betty Philpot, Register of Deeds
\$ 4.50

(PLAT FILED IN PLAT BOOK 6, PAGE 45-A)

SURVEY RECORD

CASS County, Nebraska OFFICE PH. 466-3637
MOBIL PH. 478-1813
Darrel W. Simonds & Associates, Inc.
Surveying and Mapping
6900 Leighton Avenue -- Lincoln, Nebraska 68507

Survey of LOTS 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606 AND 607; IN THE ORIGINAL TOWN OF GREENWOOD; CASS COUNTY; NEBRASKA IN Section 32 T 12 N, R 9 E of 6th P.M.

Survey No. _____ (To be assigned by Co. Surveyor) Date JULY 1971 Weather FAIR

PARCEL "A"
THE WEST HALF OF LOTS 602, 603, 604, 605, 606, 607 IN THE ORIGINAL TOWN OF GREENWOOD, CASS COUNTY NEBRASKA. IN SECTION 32, TOWNSHIP 12 NORTH; RANGE 9 EAST OF THE 6th P.M.

PARCEL "B"
THE EAST HALF OF LOTS 602, 603, 604, 605, 606, 607 IN THE ORIGINAL TOWN OF GREENWOOD, CASS COUNTY, NEBRASKA. IN SECTION 32, TOWNSHIP 12 NORTH; RANGE 9 EAST OF THE 6th P.M.

PARCEL "C"
THE WEST HALF OF LOTS 596, 597, 598, 599, 600, 601, IN THE ORIGINAL TOWN OF GREENWOOD, CASS COUNTY, NEBRASKA, IN SECTION 32, TOWNSHIP 12 NORTH, RANGE 9 EAST OF THE 6th P.M.

PARCEL "D"
THE EAST HALF OF LOTS 596, 597, 598, 599, 600, 601, IN THE ORIGINAL TOWN OF GREENWOOD, CASS COUNTY, NEBRASKA. IN SECTION 32, TOWNSHIP 12 NORTH; RANGE 9 EAST OF THE 6th P.M.

LINCOLN, NEBRASKA
SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Iron PIPE were set at points marked o. All dimensions are in feet and decimals of a foot.

Signed this 16th day of July 1971

Name Darrel W. Simonds

Surveyor's License No. L.S. 161

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-161)
(DARREL W. SIMONDS)

PLAT # XI
Donald O. Hedrick, Surveyor . COMPARED
To:
Public

Filed: 21 July 1971 at: 1:55 P.M.
Betty Philpot, Register of Deeds
\$ 11.90

(PLAT FILED IN PLAT BOOK NO. 6, PAGES 71, 72 & 73)

BEAVER LAKE
PLAT XI
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 AGREE 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".

Blue Border
of
any
plat
book

REC'D - BEAVER LAKE ASSOCIATION, INC., OWNER

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 FOOTAGE 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 PLAN 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 "E", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jesse E. Sutton
Asst. Secretary

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

~~XXXXXXXX~~ Asst. Secretary
Jesse E. Sutton

VICE PRESIDENT
Gene Bastian

(BEAVER LAKE CORPORATION)
(CORPORATE SEAL)
(NEBRASKA)

STATE OF NEBRASKA)
COUNTY OF CASS)
APPEARED THE BEFORENAMED.

)S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY

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, Nebraska THIS DAY OF 20th July, 1971.

(D. A. FARRIS)
(GENERAL NOTARY)
(COMMISSION EXPIRES)

D. A. Farris
NOTARY PUBLIC

Blue Bonnet

30027-Rev. 10-6-64

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 21ST DAY July, 1971.

F. L. Rotter
ZONING ADMINISTRATOR

LEGAL DESCRIPTION of Beaver Lake Plat XI

A tract of land lying in Sections 12 and Section 13, Township 11 North, Range 13 East of the Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Beginning at a point in the East line of Section 12, a distance of 664.92 feet North of the Southeast corner of said Section.

Thence continuing North, along the East line of Section 12 a distance of 664.91 feet to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 12:

Thence South $89^{\circ} 33' 10''$ West, 1031.37 feet to a point;

Thence South $75^{\circ} 24' 06''$ West, a distance of 1665.17 feet to a point;

Thence South $0^{\circ} 57' 57''$ West, along the West line of the Southwest quarter of the Southeast quarter of Section 12, a distance of 924.00 feet to the South quarter corner of said Section 12:

Thence South $0^{\circ} 16' 09''$ West, along the West line of the Northwest quarter of the Northeast quarter of Section 13, a distance of 204.14 feet;

Thence South $89^{\circ} 43' 51''$ East, a distance of 201.83 feet;

Thence South $0^{\circ} 16' 09''$ West, a distance of 15.00 feet;

Thence South $89^{\circ} 43' 51''$ East, a distance of about 260 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Survey dated 1927:

Thence Northwardly and Eastwardly along the Meanderings of the 1050 contour line about 3550 feet, to its intersection with the East line of Section 13;

Thence North, along said Section line a distance of about 1.5 feet to the Southeast corner of an existing school site;

Thence North $74^{\circ} 25' 00''$ West, a distance of 264.00 feet;

Thence North, a distance of 123.42 feet;

Thence South $74^{\circ} 25' 00''$ East, a distance of 264.00 feet to the Northeast corner of the school site;

Thence North, along the East line of Section 13, a distance of 30.34 feet;

Thence West, a distance of 30.00 feet to the West Right-of-way line of Rock Creek Road:

Thence North, a distance of 173.56 feet, to the Southeast corner of Beaver Lake Plat X:

Thence West, a distance of 175.00 feet;

Thence North, a distance of 1120.00 feet to a point in Section 12, said point being the

30027 - REVISED A 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 PLATSMOUTH, 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

Blue Bonnet

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.

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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 15 day of January, 1973.

Beaver Lake Corp.
Owner

By: Bennett F. Gorman Pres
Title:

THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY


Barbara Slaughter
Secretary


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
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 4, 1976

Donna R. Petersen
Notary Public

My Commission expires:

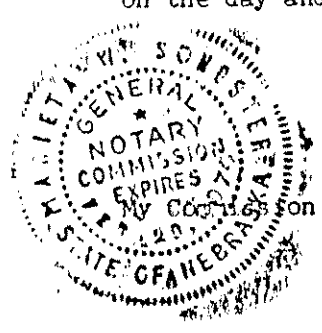
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STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 9th 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.

Marion H. Souther
Notary Public



Commission expires: February 28, 1974.

2-20-73 8:45
FILED FOR RECORD 2:40 P. M. IN BOOK 15 OF Miss.
PAGE 30 REGISTER OF DEEDS, CASS CO., NEBR.

Buddy P. Adams

Fee \$ 33.75

COMPARED

Doc. 99