Beaver Lake Association Handbook

BEAVER LAKE ASSOCIATION

CONSOLIDATED HANDBOOK

September 24, 2026

This handbook consists of 3 parts

Part 1, Covenants (Section I): The binding and legal agreement between the membership and the Association which is filed against each lot.

Part 2, Bylaws (Section II): The rules for the Association which govern the regulation of its internal affairs.

Part 3, Rules and Regulations (Sections III through VIII): The rules and regulations of the Association.

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BEAVER LAKE ASSOCIATION
COVENANTS AND RESTRICTIONS
(As amended February 24, 2025)

RESIDENTIAL AREA

GENERAL

WHEREAS Beaver Lake Association, 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 Association that said property shall be developed as a restricted residential area.

NOW THEREFORE, the undersigned Beaver Lake Association 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 or otherwise required by law as hereinafter provided:

DEFINITIONS

Whenever the word "seller" is used herein, it shall be construed to mean Beaver Lake Association, its successors and assigns and to include Beaver Lake Association which is a corporation to be formed by the Beaver Lake Association 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 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 connection fee, as determined by the Board of Directors, must be paid prior to the issuance of a building permit. 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 Utility system (Water Plant, Sewer Plant, distribution system, collection system) may not be considered for sale or be sold without the majority consent of all regular members of Beaver Lake.

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 living space (exclusive of porch area, garage, and basement) 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; “B” shall indicate 1296 square feet; and “C” shall indicate 1156 square feet. A second floor may be included in the minimum sq. footage requirement, however there must be at least 75% of the sq. footage on the main floor if the second is to be allowed. The lots considered for these are A, B, and C lots only. 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 shall be permitted only in areas designated for such use and shall comply with local zoning ordinances and subdivision rules and regulations. Effective January 1, 2022, all residential construction on M lots shall meet the minimum requirements of 900 square feet living area, with a minimum width of 18 feet and be placed on a permanent foundation. No modular or manufactured structures are permitted without specific approval of the Beaver Lake Association Board of Directors and must meet 2012 IBC (International Building Codes), IRC (International Residential Codes), and HUD requirements. Traditionally constructed houses may be placed on lots designated for mobile homes and shall meet all Beaver Lake Association rules and regulations as established for houses on lots designated by the symbol "C".

4. Unless Seller shall give permission in writing, no part of any building shall be on any lot: (a) within 30 feet of the frontage road right-of-way; (b) within 10 feet of the side boundary of any contiguous lot; (c) within 30 feet of any rear lot line, or within 50 feet from any normal lake 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. Portable toilets are allowed by permit only. 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. Seller reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shoreline 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 viewing and inspecting each lot as deemed necessary when advance written notice is given. 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. 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.

7. All lots, and ditches between lots and shoulder of road, shall be maintained by purchaser in a clean, tidy, and functional manner free of clutter, junk, and debris., Purchaser shall maintain all improvements and structures on said property in a state of good repair. 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. Seller may also seek equitable and injunctive relief from a Court of competent jurisdiction. 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 without permission from the seller. Parking may be restricted by Beaver Lake Association on those portions of the road right-of-way which are not a driving surface. All State of Nebraska driving rules and regulations shall be enforced on Beaver Lake Association roads.

9. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of the Seller. All shorelines shall be maintained in accordance with Beaver Lake Association rules and regulations by the owner of the property. Use of the lake shall be subject to the rules and regulations of Beaver Lake Association. Seller reserves the use of the lake and other facilities for its association 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 lakeside 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. Use of the lake shall be subject to the rules and regulations of the Beaver Lake Association. 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 and in current compliance by the purchaser with all covenants, rules, and regulations of the Association. No rights to the use of the lake, any other facilities of the subdivision, or other privileges of membership shall be divested from any lot owner by conveyance, lease, or assignment of only said privileges. Notwithstanding anything to the contrary herein, nothing in this section shall operate to preclude the leasing of residential lots and all associated property rights. Nothing herein contained shall prohibit any lot owner's rights 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 therefore 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 amended paragraphs 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 twenty (20) percent of the lot owners on 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. Exceptions are new Modular homes which meet 2012 IBC (International Building Codes), IRC (International Residential Codes), and HUD standards and are approved by the seller. See Section III building codes for details.

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 of Directors. 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.

17. Lots designated as Access Lot 1, Access Lot 2, Access Lot 3, Access Lot 4, Access Lot 5, Access Lot 6, Access Lot 7, Access Lot 8A, Access Lot 8B, Access Lot 9, Access Lot 10, Access Lot 11, Access Lot 12, Access Lot 13, Access Lot 14, Access Lot 15, Access Lot 16, Access Lot 17, Access Lot 18, Access Lot 462, Access Lot 719, Access Lot 968, Reserve Lot 1(Clubhouse area), Reserve Lot 3, Reserve Lot 6, Reserve Lot 10, Reserve Lot 12, Block C, Block F, Special usage Lot 1 (Lots 2100 & 2101 boat ramp area), Special usage Lot 7, Special usage Lot 10 (Nature Preserve) are for the exclusive use of the members, who are in good standing , of the Beaver Lake Association for recreational and lake access purposes. Recreation and lake access purposes include, but are not limited to, green spaces, beaches, playgrounds, campgrounds, parks, docks, and such other uses as determined by the Board of Directors of the Beaver Lake Association. Said access lots 1 – 18, Reserve Lots 1;3;6;10;12, Blocks C; F, Special usage Lots 1;7;10 may not be sold without the majority vote of all regular members of Beaver Lake who cast a ballot in a general or special meeting or election.

I. COVENANTS

COMMERCIAL AREA

COVENANTS

The undersigned, Beaver Lake Association, being the owner of the following described real estate situated in Cass County, Nebraska, to-wit:

Those lots contained within Plats XXI and XXIV, excluding Community area 16, Community area 17, Special usage lot 5, Block F, Block G, and lot 2800 in Beaver Lake Subdivision as surveyed, platted and recorded

does hereby state, declare and publish that said lots shall be held under and subject to the following restrictive covenants:

1. Use of Premises. The above-described real estate has heretofore been designated as a Commercial Area and, during the term hereof, such lots shall be used solely for commercial purposes, including retail sales and services and offices.

2. Exclusive Rights. The owner of each lot shall have the sole and exclusive right, during the term thereof, to use, occupy, and enjoy such lot for the specific business as described in the deed of conveyance hereafter recorded for such lot. No owner of any lot shall use, occupy, lease or permit the use of such lot for any other business or purpose except as specifically described in the deed of conveyance to each lot. It being the intention hereof to grant the exclusive right to each owner of a lot in the Commercial Area to carry on a separate and distinct business not substantially similar in nature to any other business conducted in said Area. Such exclusive right shall not preclude the sale of some of the same products and services by separate businesses which are not substantially similar in nature.

3. Binding Effect and Enforcement. The foregoing restrictive covenants shall run with the land and be binding upon and inure to the benefit of any may be enforced by Beaver Lake Association or by any of the future owners of said lots, their personal representatives, successors, lessees and assigns, for a period of twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of twenty (20) years unless amended or revoked by written agreements executed by a majority of the then owners of said lots. Nothing contained herein shall be construed as imposing any obligation upon Beaver Lake Association for the enforcement of these restrictive covenants.

4. Other Covenants, Restrictions and Easements. This declaration of restrictive covenants shall in no way impair or modify any of the covenants, restrictions and easements heretofore recorded or applicable to the aforedescribed lots. The Utility System (Water Plant, Sewer Plant, distribution system, collection system) may not be considered for sale or be sold without the majority consent of all regular members of Beaver Lake.

I. COVENANTS

RESTRICTIONS

1. The lots in Plat XXI and XXIV of the Beaver Lake Subdivision are designated for use for business, commercial, or residential purposes. No purchaser may subdivide a business, commercial or residential lot within Plat XXI or XXIV of the Beaver Lake Subdivision, without advance written approval of the Seller. The Board of Directors of the Beaver Lake Association may promulgate rules and regulations governing the criteria upon which requests to subdivide said lots maybe determined, however, notwithstanding said rules and regulations, the Board of Directors of the Beaver Lake Association shall have the discretion to approve or reject requests to subdivide any business, commercial, or residential lot located in Plat XXI and XXIV of the Beaver Lake Subdivision. Residential or living space which is part of any commercial building may be permitted at the option of, and subject to written approval of Seller.

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 building may be erected and constructed on any one lot except by written permission. Plans for the building and usage for which the building is intended must be approved prior to construction. No accessories or temporary buildings or basement may be used or occupied as living quarters except that certain structures or trailers may be used during construction period for a limited time. No open basement or foundation shall remain unenclosed without permanent sub-flooring for an unreasonable length of time. The exterior of all buildings must be completed within the time period which shall be set at the time of approval by Seller.

4. A plot plan of the individual lot, showing proposed building area, parking facilities, and set back lines must be presented to, and approved by, Seller prior to the start of any construction.

5. Outside toilets are prohibited except with written permission on a temporary basis and subject to county regulations. All plumbing facilities must be installed and must be connected to the central water and sewer system.

6. The type of business shall be subject to approval by Seller and 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 a nuisance to the neighborhood and Seller shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. Seller reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shoreline 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 viewing and inspecting each lot as deemed necessary when advance written notice is given. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers, unless said animals are in connection with the business being conducted. No pet shall be permitted to run loose. Signs are limited to the advertisement of or in connection with said business, and size, material, and location of such signs must be approved in writing by Seller prior to erection.

7. All lots, and ditches between lot and shoulder of road, must be maintained by purchaser in a tidy clean, maintained and functional manner, and should said property not be properly maintained, Seller may provide such maintenance as it deems necessary and purchaser agrees that costs for same will be paid by him upon billing by the Seller. Installation of all culverts must be approved by Seller.

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

9. Use of the lake shall be subject to the rules and regulations of the Beaver Lake Association. 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 and in current compliance by the purchaser with all covenants, rules, and regulations of the Association. No rights to the use of the lake, any other facilities of the subdivision, or other privileges of membership shall be divested from any lot owner by conveyance, lease, or assignment of only said privileges. Notwithstanding anything to the contrary herein, nothing in this section shall operate to preclude the leasing of commercial lots and all associated property rights. Nothing herein contained shall prohibit any lot owner's rights of ingress and egress over the roads to his lot.

10. 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 therefore 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 any injunction may issue against the lot owned, without notice and without bond to enjoin such violation.

11. 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 amended paragraphs or revocation, shall be published once each week for three (3) 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 twenty 20 percent of the lot owners on record, within 30 days after the date of the 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 restrictions No. 8 nor may any amendment be made which would violate the use of said lot as commercial, business, or residential. 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.

12. Sufficient accessory parking spaces on the lot in the amount of one (1) space for each two hundred (200) square feet of floor area must be provided on the lot - and must be shown on the plot plan approved by Seller prior to the start of any construction. No building shall exceed two stories in height without written permission of Seller.

EQUESTRIAN LOTS

COVENANTS

We, the undersigned owners of the land shown on the plat, hereby accept this plat and subdivision of the same. Further, we, in considerations of the approval thereof hereby agreed for ourselves, our successors and/or assigns to the following stipulations.

WHEREAS Beaver Lake Association, 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 Association that said property shall be developed as a restricted residential area,

NOW THEREFORE, the undersigned Beaver Lake Association 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:

UTILITY COVENANT

Beaver Lake Association 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 connection fee, as determined by the Board of Directors, must be paid prior to the issuance of a building permit. 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 Utility System (Water Plant, Sewer plant, distribution system, collection system) may not be considered for sale or be sold without the majority consent of regular members of Beaver Lake.

RESTRICTIONS

1. Mobile homes as well as pre-existing homes may not be moved onto any equestrian lot.

2. Any lot designated as access areas within the Beaver Lake subdivision are for the exclusive use of members of the Beaver Lake Association, unless redesignated for other purposes by the Association.

3. 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.

4. Unless Beaver Lake Association 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 of contiguous lot, 30 feet of any rear lot line or within 50 feet from the normal water line of Beaver Lake.

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

6. Unless Beaver Lake Association 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.

7. 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.

8. No noxious or offensive activity shall be permitted on any lot or shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and Beaver Lake Association shall determine what constitutes noxious or offensive activity, and said determination shall be complete and final. Seller reserves for itself, and its licensees, perpetual easements 15 feet wide along both sides of all roads right-of-way; and 10 feet wide along the side and rear lines of each lot, together with the right of ingress and egress for the purpose of viewing and inspecting each lot as deemed necessary when advance written notice is given. 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.

9. All lots, and ditches between lot and shoulder of road, must be maintained by purchaser in a tidy and satisfactory manner, and should said property not be properly maintained, Seller may provide such maintenance as it deems necessary and purchaser agrees that costs for same will be paid by him upon billing by Seller. Installation of all culverts must be approved by Seller.

10. Use of the lake shall be subject to the rules and regulations of Beaver Lake Association. Beaver Lake Association reserves the use of the lake and other facilities for its corporate purposes without limitation.

11. Beaver Lake Association reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shoreline of the lake; 15 feet wide along both sides of all roads rights-of-way; and 10 feet wide along the side and rear lines of each lot, together with the right of ingress and egress for the purpose of installing, operating, and maintaining all types of utilities, drainage ditches, and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purpose. 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 forgoing purposes. No lot owner shall have any cause of action against Seller or its licensee at law or in equity arising out of the use of said easement except for gross negligence.

12. All riparian rights or rights to use the lake are expressly reserved to Beaver Lake Association. 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.

13. These covenants and restrictions run with the land and in the event of a violation, Beaver Lake Association or the owner of any lot may prosecute any action at law or in equity to recover damages therefore 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.

14. 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 amended paragraphs or revocation, shall be published once each week for three (3) 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 twenty 20 percent of the lot owners of record, within 30 days after the date of the 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 restrictions No. 11 nor may any amendment be made which would violate the use of said lot as commercial, business, or residential. 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.

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

16. 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.

17. 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 of Directors. Further, that the Board of Directors shall have the power from time to time as

necessity dictates and that 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.

18. Equestrian lots E-1 through E-6 Beaver Lake Subdivision, shall be used exclusively for residential purposes and may not be subdivided for any purpose. Permitted structures are: (a) One single family dwelling containing not less than 1156 square feet, the plans for which shall be approved by Beaver Lake Association under rules and regulations in effect at the time of the request for a building permit; (b) An accessory/stable building(s) shall meet the requirements as stated in Section III, subsection M of the building codes and is subject to the approval of Beaver Lake Association on plans submitted prior to the commencement of construction.

19. Three equine per lot is permitted. No equine is permitted to enter any area in Beaver Lake Subdivision other than Equestrian lots E-1 through E-6. All such area is northerly and easterly of the county road commonly described as Rock Bluff Road.

20. The owner shall be solely responsible for any trespass or damages of any kind caused directly or indirectly by any equine.

21. Prior to the placement of any stable or other accessory building or equine upon any lot, such lot must be completely fenced to provide adequate safeguard against the escape therefrom of any equine or other animal. All plans, including plans for fencing, shall be subject to approval by Beaver Lake Association and shall be submitted and approved prior to construction of any residence, fence or other building upon such lot. Minimum fencing specifications are: (a) four-strand barb wire; (b) treated wooden corner and brace posts; (c) steel or wooden line posts. All materials must be new.

22. Each replatted lot is limited to one water and sewer connection from the Beaver Lake curb stops to the structure on the lot. All other water and sewer stops or other facilities remain the property of Beaver Lake Association and may be removed by the Association.

23. Each replatted lot shall be responsible for one membership dues assessment and shall be subject to all properly enacted rules and regulations of Beaver Lake Association, present and future, adopted by the Board of Directors or contained within the Articles of Incorporation or bylaws of the Association..

24. Each owner of a replatted lot is required to maintain such lot in a sanitary condition at all times and specifically grants to Beaver Lake Association the right to enter upon such lot (other than the residence building) to determine compliance with reasonable sanitary requirements now or subsequently adopted by Beaver Lake Association for maintenance of the property in a sanitary condition.

25. All present and future covenants and restrictions duly adopted by Beaver Lake Association or contained in the Articles of Incorporation or bylaws thereof not in conflict herewith shall apply to such replatted lots. Beaver Lake Association specifically releases easements over

previous interior lot lines existing prior to the replatting herein described. From, side and rear easement and setback provisions previously adopted by the Association, or its predecessors shall continue to apply to all lot lines in existence subsequent to the replatting herein described.

SECTION II

BYLAWS

BEAVER LAKE ASSOCIATION

ARTICLE I. OFFICES

Section 1. Offices
The Association may have such offices, both within and without the State of Nebraska, as the Board of Directors may designate from time to time to be necessary or convenient for the conduct of its affairs.

Section 2. Registered Office
The registered office of the Association required by the Nebraska Nonprofit Corporation Act to be maintained in the State of Nebraska may be, but need not be, identical with the principal office of the Association in the State of Nebraska. The registered office of the Association and the registered agent of the Association, or both, may be changed from time to time by the Board of Directors.

ARTICLE II. MEMBERS

Section 1. Membership Classes
Members of the Association shall be divided into two classes of membership: Regular Members and Associate Members.

1.1 Regular Members. Each contract purchaser or owner beneficially, including any corporate purchasers or beneficial owners, of any platted lot located in Beaver Lake Subdivision in Cass County, Nebraska, and any one of multiple contract purchasers or owners beneficially of a single such lot designated by them**,** or, in the absence of such ownership, such person designated by the owner association, and in the absence of such designation, an officer or director of the Association designated by the Board of Directors shall apply to and be wholly limited by the duration of the beneficial interest of such member as owner or contract purchaser of any platted lot located in Beaver Lake Subdivision in Cass County, Nebraska, and shall automatically terminate upon the termination by death, gift, sale, or other voluntary or involuntary transfer of such ownership or beneficial interest.

1.2 Associate Members. Associate members shall consist of the following: (a) Tenants of regular members occupying a lot for which fees are being paid; (b) If the Regular Member of such lot leases or rents the property to another person, the Regular Member shall notify the Beaver Lake Association office in writing whether the Regular Member, or tenant, is entitled to use and enjoy the facilities, programs, and services offered. Both may not be entitled to the use of the facilities, programs and services; (c) Shall apply only to those persons who, because of their unique circumstances, do not fit into the category of a regular membership qualification,

and in the opinion of the Board of Directors said circumstances constitute a valid reason for associate membership candidacy. Considerations for conditional associate membership candidacy are contained in Section VI, Miscellaneous Beaver Lake Association.

Section 2. Meeting of Members
An annual meeting of the Regular Members shall be held at 3:00 p.m. on the third Sunday in May of each calendar year, at such place as may be determined by the Board of Directors, for the purpose of electing directors of the Association as provided in these bylaws and for the transaction of such other business as properly may come before the meeting. Special meetings of the Regular Members may be called by the President, by any four members of the Board of Directors, or upon petition by ten percent of the Regular Members, and shall be held at the Beaver Lake Clubhouse on a Sunday at 3:00 p.m. as designated in the call of the meeting.

Section 3. Voting
Each Regular Member in good standing at the date of the election shall be entitled in the election of directors of the Association, to cast a vote in person or by proxy and shall be entitled in any other matter or question voted upon by said Regular Members to cast in person or by proxy, one vote for each such fees-paying membership held. Associate Members shall not have voting rights on any matter. Unless otherwise required in these bylaws or by law, the majority vote of the membership of Regular Members present in person or by proxy at any annual or special meetings at which a quorum is represented shall decide any matter or questions voted upon. Members not in good standing shall not be entitled to voting privileges.

Section 4. Member Initiative
In order to qualify to become an added agenda item for the annual meeting and consideration by the full membership of the Beaver Lake Association, any proposed amendments or resolutions to the "Covenants and Restrictions" and/or "bylaws" of the Association or other motions, shall be in writing, detailing the proposed change and a petition bearing the signatures of not less than 10 percent of the Regular Members in good standing, as shown from the books of the Association, setting forth the issue to be referred to the membership and the same be received prior to the last Friday in February preceding the annual membership meeting in May of each calendar year.

Section 5. Quorums
Regular Members holding ten percent of the entire number of regular fees-paying memberships outstanding shall constitute a quorum for the transaction of business at any meeting of the Regular Members; but if less than such number of Regular Members is represented at a meeting, then a majority of the Regular Members represented may adjourn the meeting from time to time without further notice until a quorum is present.

Section 6. Notice
Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than ten nor more than fifty days before the date of any meeting of the Regular Members, either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each Regular Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Association, with postage thereon

prepaid.

Section 7. Privileges of Membership
Subject to regulations or rules from time to time adopted by the Board of Directors, all individual regular members, spouses, sons, daughters, and associate members in good standing, and their respective guest when accompanied by a regular member, spouse, sons, daughters or associate member in good standing shall be entitled, as appropriate to enjoy or otherwise to use and benefit from all common facilities and all common individual services operated or provided by the association and shall further be entitled, as appropriate, to benefit from or otherwise participate in all common functions and all common non individual services provided or performed by the association.
Note: Each Regular Member shall designate the names of his or her spouse and sons or daughters (defined as (1) a person born to or adopted by the member or (2) child for whom the member is legal guardian and bears legal responsibility,) who shall be entitled to use and enjoy the facilities, programs, services offered to regular members in good standing, subject to applicable rules and regulations.

Section 8. Discipline and Enforcement
All members of the association shall be subject for such period as the Board of Directors may determine to (1) denial partly or wholly of access to, benefit from or use of all or any facilities, functions, or services operated, performed or provided by the association, (2) suspension partly or wholly of any or all privileges of membership in the association, including the right of voting at any election held by the association, including the election of Directors, or (3) any other disciplinary action directed by the Board of Directors for failure to pay any fees or charges of the association or for any other act or omission detrimental to the property or affairs of the association or otherwise improper, including but not limited to violation of the covenants, conditions and restrictions pertaining to or affecting the use of real estate located in Beaver Lake Subdivision in Cass County, Nebraska. The determination by the Board of Directors, to impose denial, suspension or other disciplinary action pursuant to these bylaws or the rules and regulations of the association, unless otherwise required by law or the Covenants and Resrictions, shall be final and binding. The association shall be entitled at any time or from time to time to institute any equitable or legal proceeding as appropriate, convenient, or necessary remedial or other action against any member of the association or any real estate located in Beaver Lake Subdivision in Cass County, Nebraska.

The Board of Directors shall promulgate such rules and regulations as it deems necessary, and each member shall be bound by such rules and regulations. Such rules and regulations as to corporate matters may be altered, amended, revised or changed at any time by action of the Board of Directors. Proposed changes will be documented on a Document Control Form (DCF) and be available for membership review at the beginning of the regular scheduled monthly Board of Directors meeting in which the change is to be considered. A copy of the current rules and regulations shall at all times be maintained by the Secretary of the association and may be examined at reasonable office hours by members of the association. A current copy of the rules and regulations will also be available on the Beaver Lake website, “beaverlakene.org.”

Section 9. Transfer of Memberships
Regular Memberships in the association shall be transferable only by purchase/sale of real property in the Beaver Lake Subdivision in Cass County, Nebraska. Upon any full or partial transfer of title to any parcel of real property within the subdivision, the grantee and grantor of said real property shall forthwith deliver a copy of said deed to the association office evidencing the transfer of said title.

Section 10. Membership Records
The association shall maintain a written record of memberships in the association in such form as the Board of Directors may prescribe from time to time, and only members of record shall be entitled to be recognized as members of the association. The association may, at the discretion of the Board of Directors, issue certificates or other documents evidencing membership in the association.

Section 11. Membership List
The list of members will be available at the office for inspection by any member for the purpose of communication with other members concerning the Annual Meeting. A member is entitled, on written demand, to inspect and to copy the list, at a reasonable time and at the member's expense, during the period it is available for inspection (which is from two days after the official Notice of Annual Meeting announcement letter through meeting adjournment).
The list of members will be available at the Annual Meeting, and any member is entitled to inspect the list at any time during the meeting or upon adjournment.

Section 12. Leasing/Renting
Unless approved by the Board of Directors, in writing and in advance, no lot or any portion thereof shall be leased or otherwise have possession or occupancy transferred to anyone other than the owner of record for a period of less than six months. This specifically prohibits "vacation rentals" of any kind such as, but not limited to, those arranged through intermediaries such as Airbnb and Vacation Rentals by Owner. Any lease or other agreement transferring possession or occupancy of any lot or any portion thereof shall not contain any provision allowing for the termination of the agreement or for possession or occupancy to return to the regular member in less than one month under any circumstances unless approved by the Board of Directors, in writing and in advance of the execution of any such agreement. Any lease or other agreement transferring possession or occupancy of any lot or any portion thereof shall not contain any provision allowing for the subletting of possession or occupancy of any lot or any portion thereof without prior written permission of the Board of Directors.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers
The affairs of the association shall be managed by its Board of Directors. All meetings shall be conducted in accordance with Roberts Rules of Order.

Section 2. Number, Tenure and Qualifications
2.1 The Board of Directors of the association shall consist of seven persons, all of whom shall be elected by the Regular Members. All directors and candidates for the Board of Directors shall be Regular Members in good standing of the association, and one's term of office as a director

shall automatically terminate if he ceases to be a Regular Member in good standing of the association. Each director shall serve for the term elected or until a successor for him or her is elected or appointed. At each Annual Meeting of the membership, there shall be elected either two or three members of the Board of Directors, as the terms of office of incumbent directors expire. The term of office of all members of the Board of Directors shall be for three years.

2.2 The Beaver Lake Association Board of Directors are prohibited from being an employee of the Association.

Section 3. Vacancies
Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, even if that number remaining should be less than a quorum of the Board of Directors. A director elected or appointed to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Should the remaining directors fail to act to fill any vacancy on the Board within sixty days, a special meeting of the membership shall be called for the purpose of selecting members to fill such vacancy or vacancies by election.

Section 4. Meetings of Directors

4.1 An annual meeting of the Board of Directors shall be held, for the purpose of organizing, immediately following each annual meeting of the Regular Members at the same place as such annual meeting of the Regular Members was held.

4.2 The Board of Directors may provide by resolution, the time and place for the holding of regular meetings without further notice.

4.3 Special meetings of the Board of Directors may be called by the President or any four directors.

4.4 All regular scheduled monthly meetings shall be held at the Beaver Lake Clubhouse at 7:30 p.m. local time, except upon majority approval of the Board of Directors.

4.5. Teleconferencing: Board and committee meetings may use the BLA teleconference equipment. The Board/committee chair shall ensure that all members can hear one another. The person(s) on travel must be present for the entire meeting. The person(s) on travel can request to speak or obtain the floor through recognition by the chair. The chair will identify all members present in person or on the teleconference to determine a quorum. The chair will verify all votes by roll call, so all members are certain of voting results.

Section 5. Notice
Notice of the time and place of a special meeting of the Board of Directors shall be given by or at the direction of the person or persons calling such special meeting at least three days prior to such special meeting by written notice delivered personally or mailed to each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the director at the address designated by him or her, with postage thereon prepaid. Any director by a signed writing may waive notice of any meeting, either before or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such

meeting by him, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at, and purpose of, any annual, regular, or special meeting of the Board of Directors will be specified in the notice or waiver of notice of such meeting, but the agenda may be modified upon approval of all members of the Board attending.

Section 6. Quorum
A majority of the number of directors fixed pursuant to these bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than such number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum is present.

Section 7. Manners of Acting
The act of the majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Presumption of Assent
A director of the association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken thereat unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall file his written dissent with the person acting as secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the association immediately after adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 9. Committees of the Board
The Board of Directors, by resolution adopted by a majority of the directors then in office, may designate and appoint one or more committees. Which committees, to the extent provided in such resolution, shall have and exercise only the authority specifically delegated by the Board of Directors in the management of the association. No such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the bylaws of the association; electing, appointing or removing any member of any such committee or any director or officer of the association; amending the Article of Incorporation of the association; adopting a plan, a merger or adopting a plan of consolidation with another association; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the association; authorizing the voluntary dissolution of the association or revoking proceedings therefore; adopting a plan for the distribution of assets of the association. The Board of Directors reserves the right and authority to handle any matter directly, without requiring a committee process. The Board of Directors may approve the outsourcing of some committee functions and tasks when deemed appropriate.

The designation and appointment of any such committee and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law or by these bylaws.

Section 10. Informal Action by Directors
Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting provided a majority of the Board members verbally approve such action

and the action is formally approved at the next regular meeting of the Board of Directors.

Section 11. Interest of Directors in Transactions
In the absence of fraud, no contract or other transaction between the association and any other person, association, firm, syndicate, association, trust, partnership or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more directors of the association are or become directors or officers of such other association, firm, syndicate, or association, or trustees of such trust, or members of such partnership or joint venture, or are pecuniary or otherwise interested in such contract or transactions; provided that the fact such director or directors of the association are so situated or so interested or both shall be disclosed or shall have been known to the Board of Directors of the association. Any director of the association who is also a director or officer of such other association, firm, syndicate, or association, or a trustee of such trust, or a member of such partnership or joint venture, or pecuniary or otherwise interested in such contract or transaction of business may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors of the association which shall authorize any such contract or transaction; and, in the absence of fraud and so long as he acts in good faith, any such director may vote thereat to authorize such contract or transaction, with like force and effect as if he were not a director or officer of such other association, firm, syndicate or association, or a trustee of such trust, or a member of such partnership or joint venture, or pecuniary or otherwise interested in such contract or transaction. Any Beaver Lake Board member should abstain from voting on any motion in which he/she has a conflict of interest.

Section 12. Referendum by Membership
The membership of the association shall at all times have the right to a referendum election to reverse any action by the Board of Directors. Such right shall be exercised in the following manner: Interested members shall present to the association within sixty days of the action of the Board of Directors at the regular scheduled monthly meeting, a petition bearing the signatures of not less than ten percent of the Regular Members in good standing, as shown from the books of the association, setting forth the issue to be referred to the membership. A special meeting of the membership shall then be called for an election upon such referred issue; at such election a quorum as defined in Article II, Section 5 must be represented. The affirmative vote of two-thirds of the members in good standing voting at said election shall be required to reverse or override the action of the directors which is the issue of such election.

Section 13. Removal of Directors
Directors shall be removed by any of the following methods:

13.1 A director may be recalled by a two-thirds vote of the Regular Members in good standing casting ballots at a meeting called for such purpose, upon a petition for such meeting bearing the signatures of ten percent of the members in good standing as shown by the books of the association. A quorum as defined in Article II, Section 5, must be represented.

ARTICLE IV. OFFICERS, AGENTS AND EMPLOYEES

Section 1. Number
The officers of the association shall consist of a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election and Term of Office
The officers of the association shall be members of the Board of Directors and shall be elected by a majority vote of the Board of Directors at the conclusion of the annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office for a term of one year and until his successor shall have been elected and qualified or until his earlier resignation or removal in the manner provided in these bylaws.

Section 3. Removal of Officers
Any officer elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies
A vacancy in the office because of death, resignation, removal, disqualification or otherwise may be filled by a majority vote of the Board of Directors for the unexpired portion of the term of such office.

Section 5. Scope of Duties
Subject to the control of the Board of Directors, the officers of the association shall have the powers and rights and be charged with the duties and obligations usually vested in or appurtenant to their respective offices or which are from time to time assigned to them by the Board of Directors.

Section 6. Agents and Employees
The officers of the association may from time to time appoint, discharge, engage and remove such additional agents and employees as such officers may find to be appropriate, convenient and necessary for the proper conduct of the affairs of the association.

ARTICLE V. COMMITTEES OF THE BOARD

Section 1. Committees
The following committees shall be appointed by the Board of Directors and such committees shall be composed of no more than seven regular member volunteers selected by the Board of Directors, including one volunteering regular member Chairperson and Secretary.

1. Election Committee
2. Finance Committee
3. Infrastructure Committee
4. Lake and Habitat and Fisheries Committee
5. Appeals Committee

Section 2. Committee Membership

A Regular Member in good standing shall be eligible for committee membership with the following clarifications:

2.1. Members volunteering to serve on committees may either apply using the BLA online committee application process or contact the office, which will log the member's name, committee choice, and date of request.

2.2 The membership of the Finance Committee shall always include the Treasurer of the Board of Directors.

2.3 The committee membership shall be terminated if said member ceases to be a Regular Member in good standing.

Section 3. Organization of Committees

3.1 The Board of Directors will manage the process for selecting committee members and committee officers, and is the final approval authority for such.

3.2 Informal Action by Committee Members
Any action required or permitted to be taken at any committee meeting may be taken without a meeting provided a majority of the committee members verbally approve such action and the action is formally approved at the next regular meeting of the committee.

Section 4. Committee Responsibility
Committees shall work with the Board of Directors to determine the duties, scope and nature of responsibilities for the committees. Committees shall keep minutes of all activities, discussions and votes and shall submit these minutes on a monthly basis to each committee member and each member of the Board of Directors and shall present recommendations to the Board of Directors for final decisions. The Board of Directors reserves the right and authority to handle any matter directly, without requiring a committee process.

Section 5. Special Committees
Special committees may be appointed from time to time to perform such functions as may then be set out and designated by the Board of Directors.

Section 6. Removal of Committee Members
The Board of Directors, through a majority vote, reserves the right to terminate and remove from service any member of any committee.

Section 7. Appeals of Decisions
Any decision by any of the committees may be appealed to the Board of Directors by anyone aggrieved by such decision.

Section 8. Multiple Committees
Regular members may serve on up to two committees simultaneously.

ARTICLE VI. BEAVER LAKE ASSOCIATION GROUPS

Section 1. Clubs, Groups, Organizations
Clubs, groups and organizations may be formally recognized by the Beaver Lake Association Board of Directors.

Section 2. Bylaws
Those clubs, groups and organizations which are formally recognized by the Board of Directors shall present in writing to the Board of Directors a proposal for organization based on a set of bylaws which shall contain statements as to (a) name, (b) organizational plan, such that officers are Regular Members or spouses of Regular Members in good standing, (c) membership qualifications such that membership is open to and limited to all Beaver Lake Association Regular Members, spouses of Regular Members; associate members; and dependents, (d) purpose for the organization, which shall include the improvement/benefit to club members/property owners and to Beaver Lake Association, (e) any membership dues which may apply.

Section 3. Recognition
Formal recognition of a club, group or organization as being affiliated with Beaver Lake Association may be given by the Board of Directors following a majority vote of approval for the proposal and bylaws of a club, group or organization shall be on file in the office of Beaver Lake Association.

Section 4. Benefit of Recognition
All clubs, groups or organizations which are recognized by the Board of Directors may be allowed free use (on a first come, first served basis) of all Beaver Lake facilities including the Clubhouse for club meetings and functions which they may sponsor for the benefit of club members, property owners and Beaver Lake Association.

Section 5. Fund Raising Events
Any formally recognized club, group or organization desiring to use the Clubhouse for a fund raising event which is open to the public, shall have the event approved by the Board of Directors and all profits from the fund raiser shall be used for the benefit/improvement of that club, group, organization, or Beaver Lake Association and its properties.

Section 6. Dissolution
The Beaver Lake Association Board of Directors reserves the right to dissolve, disband and remove from approved status any club, group, or organization.

ARTICLE VII. FEES AND LIENS

Section 1. Fiscal Year
The fiscal year of the association shall commence on the first day of January of each year and end on the last day of December.

Section 2. Membership Fees
Each Regular Member shall pay a quarterly membership fee as determined by the Board of Directors of the association by the twentieth day of February, May, August, and November of each fiscal year of the association. Such quarterly membership fee shall bear interest at the maximum legal rate as determined by resolution of the Board of Directors from its due date if not paid by the due date. Such quarterly membership fee shall begin for a new Regular Member on the effective date of membership of such new Regular Member. Such quarterly membership fee shall constitute a personal obligation and debt to the association of the Regular Member involved, and such obligation and debt may be enforced and collected by the association by a suit of law against such Regular Member, in addition to and not to the exclusion of any other remedy or means of collection that may be available to the association under these bylaws or otherwise. A Regular Member may hold membership in Beaver Lake Association in the following ways:

2.1 Paying one membership fee on one lot.

2.2 Paying one membership fee on homesteaded lots which is defined as two contiguous lots which are combined into one property, and thereafter, treated as though the two lots are only one. All covenants, bylaws, rules and regulations, privileges, etc. shall apply as if this property is only one lot. The separation of lots from a homestead by sale or other means shall require an immediate payment to the Beaver Lake Association of all Beaver Lake Association membership fees, assessments, and any other charges, plus the loss in BLA purchasing power from the date of homestead privileges. The BLA will use the Consumer Price Index to capture the true lost purchasing power of the nominal money values of all fees, assessments, and any other charges forfeited since homestead establishment. These nominal values will be converted to today's (real) values using an inflation calculator. Today's (real) values of the lost purchasing power will be added to the fees, assessments, and any other charges to determine the final homestead dissolution fee due BLA payable to the BLA office by cash or cashier's check. For convenience, the first year of lost purchasing power adjustment will only be determined on a full year of inflation data. In the event of deflation in any given year, the inflation adjustment will be zero. If the date of the homestead privilege extends beyond 20 years, only the last 20 years of data will be used. No membership privileges, building permits or other services or privileges will be extended to the new owner until the amount is paid in full. Property owners shall be on record in writing requesting the homestead privilege at the office of Beaver Lake Association.

2.3 A Regular Member may hold more than one regular membership at any given time, on the

basis of one regular membership for each lot in Beaver Lake Subdivision in Cass County, Nebraska beneficially owned by him, in which case he shall pay the aforesaid fees for a regular membership for each such membership. An Associate Member shall pay such annual membership fee as shall be determined from time to time by the Board of Directors, by paying annually, quarterly, or via ACH.

Section 3. Membership in Good Standing
A Regular Membership in good standing shall be one for which all membership fees, special assessments, and any other charges applied to the member have been paid through and including the previous quarter as indicated by Association records. Those members electing to pay dues monthly using ACH method of payment shall be considered members in good standing if the ACH is paid when submitted for payment by BLA. The member must have paid the monthly payments for the current and previous quarter.

Section 4. Liens for Fees and Charges
The quarterly membership fees and any other charges payable by Regular Member, from and after its due date until paid, together with any accrued interest thereon and the costs of collection (including reasonable attorney fees, accountant fees, court costs, and other similar expenses) shall constitute, become and be a lien against the legal and/or equitable interest of such Regular Member in the platted lot in Beaver Lake Subdivision in Cass County, Nebraska upon which such Regular Member's membership in the association is based. At any time after such lien arises, the Board of Directors may cause a notice thereof to be recorded in the office of the Register of Deeds of Cass county, Nebraska, such notice to specify (i) the amount of such lien, (i i) the unpaid fees and charges giving rise to such lien, (i i i) the name of the Regular Member whose unpaid membership fees and charges have given rise to such lien, and (iv) the legal description of the lot encumbered by such lien. Upon the satisfaction of all of the sums giving rise to such lien, including interest, costs of collection and the fee for recording the notice of and release of such lien, the association shall cause to be recorded in the office of the Register of Deeds of Cass County, Nebraska, a notice of the satisfaction and release of such lien. From and after the recording of these bylaws, the provisions of these bylaws pertaining to said lien, as such provisions may exist from time to time, shall constitute part of the recorded declarations of restrictions and conditions imposed by the association on the real estate comprising said Beaver Lake Subdivision and shall run with the land located in such Subdivision. Except as provided by the laws of the State of Nebraska with respect to general real estate taxes and special assessments, said lien for membership fees and charges of the association from and after the recording of notice thereof as aforesaid, shall be senior, prior and superior to any other lien is recorded subsequent to the recording of said notice. That said lien shall be subordinate to any bona fide purchase money mortgage including but not limited to VA and FHA. In addition to any other remedies available to the association under the laws of the State of Nebraska for the collection of the amounts giving rise to and secured by said lien, the association shall be entitled to enforce said lien in the appropriate Court of the State of Nebraska in the manner provided by law for the enforcement of satisfaction of mortgages on real estate.

ARTICLE VIII. DELEGATION OF FEES

The Beaver Lake Association is the owner of both real and personal property within the

Beaver Lake Subdivision in Cass County, Nebraska. This property includes but is not limited to, the lake, the dam, the roads, the water and sewer plant, the clubhouse, the swimming pool, numerous common areas, access areas, recreational areas, equipment and other real and personal property.

The Beaver Lake Association invoices its members on a quarterly basis for membership fees. The proceeds from these fees are used to purchase, maintain, improve and develop the facilities and properties within the Beaver Lake Subdivision.

ARTICLE IX. INDEMNIFICATION.

In the absence of fraud or willful misconduct, Beaver Lake Association shall indemnify and save harmless all persons who serve or may serve as directors, officers or employees of Beaver Lake Association against all liability or loss in connection with the performance of his or her duties as such director, officer or employee, including but not limited to expenses incurred in connection with the defense of any action, suit or proceeding in which such person is a party. The term "expense" as used herein shall include, without limitation, attorney's fees, accountant's fees, court costs and other similar expenses.

ARTICLE X. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted at any time by the affirmative vote of at least five members of the full Board of Directors provided that these bylaws shall not be amended by the Board of Directors so as to increase the quarterly membership fee for Regular Members then in effect by more than ten percent in any fiscal year unless such bylaw amendment is approved at an annual or special meeting by the affirmative vote of not less than two-thirds of the Regular Members of the association then entitled to vote, as herein before provided. The Regular Members of the association shall have concurrent power to amend or repeal these bylaws and to adopt new bylaws at any time at an annual or special meeting by the affirmative vote of a majority of the Regular Members of the association then entitled to vote. In the event of any conflict between an amendment of these bylaws adopted by the Board of Directors and an amendment of these bylaws adopted by the Regular Members, the amendment adopted by the Regular Members shall govern.

Bylaws Revised and Approved on October 19, 2017.

Bylaws Revised and Approved on April 16, 2020.

Bylaws Revised and Approved on September 16, 2021.

Bylaws Revised and Approved on _____, _____, _____.
Day Month Year

SECTION III

BUILDING CODE

OF THE

BEAVER LAKE ASSOCIATION

A. INTRODUCTION

The purpose of the Beaver Lake Association Building Code and Regulations ("Building Code") is to help preserve the architectural and aesthetic quality of the Beaver Lake community. It is important that Improvements be made in harmony with and not in detriment to the rest of the community. A spirit of cooperation with the Board of Directors and Lot Owners will go far in creating an optimum environment which will benefit all Lot Owners. By following the Building Code and obtaining approval for Improvements to Lots from the Board of Directors, Lot Owners will be protecting their financial investment and will help ensure that Improvements to Lots are compatible with standards established for Beaver Lake. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in the Building Code, the Board of Director's interpretation thereof shall be final and binding. The Beaver Lake Building Code and Regulations are in addition to, and not in lieu of, the Covenants and Restrictions and applicable Governmental Requirements. Capitalized terms used in the Building Code are defined in the Definitions section of the Building Code set forth below. These definitions shall generally be carried through to other sections of the Beaver Lake Association Handbook.

B. DEFINITIONS

1. Accessory Building – Shall collectively mean construction or installation of sheds, barns, gazebos, kennels, stables (permitted on Equestrian Lots) or other similar detached structures.

2. Access Area Construction – Construction of an improvement to a Beaver Lake Access Area such as a deck, dock, or seawall.

3. Appeals Committee – A committee selected by the Board of Directors to review any appeals of the regular membership of Beaver Lake Association regarding current Beaver Lake Association bylaws, rules and regulations, fines and building codes.

4. Association – The Beaver Lake Association, its successors, and assigns.

5. Beaver Lake Building Permit – A certificate issued by the Building Inspector or Board of Directors giving approval to a Lot Owner for the commencement of construction of an Improvement.

6. Board of Directors (Board) – The Board of Directors of the association which is elected from time to time by the association's members, or appointed, and its representatives, agents, successors and assigns.

7. Beaver Lake Subdivision – A subdivision platted and recorded in Cass County, Nebraska.

8. Boat Dock – A pier or similar structure built on posts over the Lake or otherwise permanently affixed, used as a landing place for vessels.

9. Boathouse – An enclosed permanent structure constructed upon a foundation and is used for the purpose of storage of watercraft.

10. Boat Slip – An unenclosed permanent seawall for the storage of vessels that indents into a Lot Owner's Lot from the Lake.

11. Building Code – The Building Code and Regulations established by the Board of Directors from time to time governing the construction of Improvements on or to Lots.

12. Building Inspector – An association employee or representative appointed by the Board of Directors to (i) review applications for Beaver Lake Building Permits, (ii) issue Beaver Lake Building Permits, (iii) inspect construction of Improvements, (iv) enforce the Building Code and (v) perform other duties which the Board of Directors may delegate to the Building Inspector from time to time.

13. Commercial Building – Shall collectively mean buildings used for retail or commercial purposes on a Commercial Lot.

14. Commercial Lot – A Lot designated for commercial use and comprising Lots 1804 to 1832, inclusive, in Beaver Lake Subdivision as surveyed, platted and recorded in Plat 24.

15. Commercial Vehicle – A vehicle which exceeds a length of 20 feet and a height of 10 feet and is used primarily for commercial or retail purposes.

16. Covenants and Restrictions – The latest version of the Beaver Lake Association Covenants as recorded in the real estate records of Cass County, Nebraska as amended from time to time.

17. Dwelling – A single family residence including a modular home constructed on a residential, equestrian, or mobile home Lot or a mobile home moved to a mobile home lot.

18. Equestrian Lot – A Lot designated for equestrian use and comprising Lots numbered 1967 to 2037, inclusive, in the Beaver Lake Subdivision.

19. Excavation -- Any movement of land from or to a lot so as to change the general contour such as digging for a foundation, grading the contour, or changing the shoreline.

20. Footing, deep – A deep footing is one that extends beneath the frost line as defined by the County.

21. Garage, Detached – A structure used for storage.

22. GAUs – Golf Cars, ATVs, UTVs

23. Governmental Requirements – shall mean, collectively, all statutes, codes (including, without limitation, building codes and setback requirements), ordinances, laws, regulations (including, without limitation, zoning and land use regulations), rules and orders of all governmental authorities (including, without limitation, federal, state, county, municipal, and local governments, government agencies and quasi-governmental agencies) having jurisdiction over the Beaver Lake Subdivision, the Lake, a Lot, a Lot Owner, or the association.

24. Improvement – The erection of Dwellings, Commercial Buildings, Lake Additions, Recreational Additions, Accessory Buildings, parking facilities, driveways, landscaping, and any other work other than routine maintenance which may be constructed or located on a Lot.

25. IBC -- International Building Code

26. IRC – International Residential Codes

27. Lake – Beaver Lake and its tributaries.

28. Lake Addition – Shall collectively mean construction or installation of Boat Slips, Boathouses, Boat Docks, boat ramps, mechanical boat lifts, sea walls, swim platforms, shoreline work, or other similar Improvements.

29. Lot – All Residential Lots, Commercial Lots, Mobile Home Lots, Equestrian Lots and special usage lots, collectively, within the Beaver Lake Subdivision as shown in the recorded plats thereof.

30. Lot Owner – the record fee simple owner of any Lot.

31. Mobile Home – A mobile residence, other than a Recreational Vehicle, permanently located on a Mobile Home Lot.

32. Mobile Home Lot – A lot designated for Mobile Home use and identified as Class M on the recorded plats of the Beaver Lake Subdivision comprising lots numbered 126 to 321 and 1296 to 1301, inclusive.

33. Oversized Vehicle – A vehicle that is too large to be parked in a standard garage, including, but not limited to, bulldozers, tractors, semi-trailer trucks, farm equipment, grading or excavating equipment, and any other construction vehicle**.**

34. Pergola – Structure with completely open sides and a horizontal, flat, open slatted roof designed to give partial shade.

35. Recreational Addition – Construction or installation of patios, decks, pools, hot tubs or other similar Improvements.

36. Recreational Vehicle – Motorized homes, 5th wheels, travel trailers, fold down trailers, campers, snowmobiles, whether licensed or not, used primarily for recreational purposes.

37. Residential Lot – Lots designated for residential purposes in the recorded plats of the Beaver Lake Subdivision, excluding Equestrian Lots.

38. Retaining Wall – A structure or wall of rocks, wood, plastic, steel, or similar materials used for the purpose of landscaping and/or erosion control.

39. Right of way – The area of land owned by Beaver Lake Association located between the paved edge of the street and the established front or side property line of each platted lot.

40. Sea Wall – A structure or wall of rocks constructed at and along the Lake's edge for the purpose of retaining or controlling the erosion of a Lot.

41. Structure – Arrangement of parts, elements, or constituents; something built or constructed; a building, and edifice, a bridge, a dam, framework, any construction; anything composed or parts, arranged together in some way with material such as wood, masonry, steel, concrete, etc.

42. Survey – A survey prepared by a surveyor registered and licensed in the State of Nebraska and recorded in Cass County which, at a minimum, shows the boundaries of a Lot and the location of any Improvements on the Lot.

43. Tank – Any underground or above-ground storage tank, including, but not limited to, propane tanks.

C. GENERAL REQUIREMENTS AND RESTRICTIONS.

III. BUILDING CODE

1. **Compliance:** Use of Lots and the construction of Improvements on Lots must comply with all applicable Governmental Requirements. The Building Code does not replace Governmental Requirements and compliance with all applicable Governmental Requirements is the sole responsibility of a Lot Owner. Approval of Improvement plans by the Board of Directors and the issuance of a Beaver Lake Building Permit does not constitute assurance that Improvements comply with applicable Governmental Requirements or that permits or approvals are not also required from applicable governmental authorities.

2. **Grandfathering:** Projects completed in compliance with the Code existing at the time construction was completed will remain in compliance. Structures which are rebuilt by more than 50% must be compliant with the current Building Codes.

3. **Lot Owner's Responsibilities:** In making Improvements to Lots, Lot Owners are responsible for locating all setback lines, water, sanitary sewer, storm sewer, gas, electrical, cable television, telephone, fiber optics or other utility lines and easements relating to such utilities. Lot Owners shall not construct any Improvements over such easements without the consent of the utility involved (in the case of water or sanitary sewer, the consent of the association) and Lot Owners will be responsible for any damage to utility lines. The issuance of a Beaver Lake Building Permit and/or the approval of Improvement plans by the Board of Directors or Building Inspector does not constitute assurance that Improvements comply with applicable setback requirements and do not encroach on easements or other Lots, interfere with utilities, or that access to utilities is available.

4. **Construction Cleanup:** All trash, debris and construction materials which are not used in the construction of Improvements shall be promptly removed from a Lot by the Lot Owner. Waste, refuse or litter shall not be permitted to enter the Lake or any water impounded in the Beaver Lake Subdivision, and no individual drain field or other disposal system shall be allowed within 50 feet of the normal water line thereof.

5. **Utility Connections:** All plumbing facilities shall be connected to the central water and sanitary sewer systems serving the Beaver Lake Subdivision. Water and sanitary sewer lines shall not be placed in the same trench and there shall be a minimum of six (6) feet vertical or four (4) feet horizontal separation between the lines. In addition, water and sanitary sewer lines shall comply with applicable Governmental Requirements. The Lot Owner shall be responsible to pay all connection and other fees relating to the water and sanitary sewer systems provided for in the Construction Fee Schedule.

In addition, all Beaver Lake Association homes are recommended to have a working sewage backflow prevention device located between the main sewer line and the house or the owner will assume the responsibility of flood damage inside the home should there be a sewer system malfunction. All newly constructed homes are required to have a backflow device before the house is connected to the system.

6. **Utility Work:** All work relating to connections to the water and sanitary sewer systems serving the Beaver Lake Subdivision (including, but not limited to, any cuts in or

tunneling under Beaver Lake roads) shall be performed or supervised by the association. In addition, the Lot Owner shall notify the association in writing prior to any other utility provider connecting or providing access to a utility. The association shall instruct such utility provider whether to tunnel under or cut a Beaver Lake road. The association shall supervise all utility work performed by other utility providers. All work performed by other utility providers shall be performed in a workmanlike manner which minimizes damage to Beaver Lake roads, common areas and neighboring Lots. A Lot Owner shall be required to obtain a Beaver Lake Building Permit and pay the applicable Beaver Lake Building Permit fee prior to the commencement of any work. In addition, the then current charge will be assessed for the time spent by association personnel for the supervision of the work of a utility provider as provided for in the Construction Fee Schedule.

7. **Utility Damage:** A Lot Owner responsible for cutting into, damaging or breaking an association water or sanitary sewer line shall be liable to the association for all expenses related to the repair of such damage. The Lot Owner shall promptly notify the association of any such damage. All damage shall be repaired by the association, and the association shall bill the Lot Owner for the actual cost to repair such damage. The Lot Owner shall also be liable for any liquidated damages provided for in the Beaver Lake Association Liquidated Damages Schedule.

8. **Construction Damage:** If, during any construction for a property owner, the roads or other properties are damaged by the contractors, cement trucks, delivery trucks, grading equipment, etc., it shall be the responsibility of the property owner to have them repaired to their original condition. If the Beaver Lake Association believes that, for the safety of other property owners, said road or properties must be repaired immediately, the property owner will be given written notice of such. If the roads or property are not satisfactorily repaired within the shortest possible time, in accordance with road and weather conditions, the association will contract to have them repaired and will demand payment from the property owner. If payment is not made, appropriate legal action will be taken to satisfy the claim. In cases where weather conditions do not allow immediate permanent repair, the property owner will make the best possible temporary repairs until conditions allow permanent repairs to be made by him. No temporary or insufficient repair shall excuse the property owner from ongoing responsibility for total and permanent repair and restoration of such damaged roads or properties.

9. **Construction Deposits:** When the use of heavy equipment (including skid loaders) in excavating or construction is to be used, a deposit shall be required to ensure that any damage resulting in such construction is repaired by the responsible party or fines due to a Covenant violation is paid. The deposit will be cashed and held until construction is complete. Refunds will be returned within two weeks after the building inspector has verified that all construction requirements are in compliance with the Beaver Lake Handbook and there is no damage to Beaver Lake property or outstanding fines. See the Construction Fee Schedule for applicable projects which may require a construction deposit.

10. **Hydrants:** A frost-free hydrant being used on a Lot shall have its own meter whether or not the Lot is subsequently improved.

11. **Temporary Entrances:** To be consistent with Cass County regulations, there shall be no temporary entry to any substantially completed Dwelling. Dwellings must have a permanent stoop, porch, veranda, landing, deck or similar structure. Temporary concrete, wood or steel steps are prohibited.

12. **Pole Constructions:** There shall be no pole barn type construction, including open pier/pole foundations, on Residential Lots in the Beaver Lake Subdivision. Such type of construction on other types of Lots may be authorized at the discretion of the Board of Directors.

13. **Combining Lots:** The association has reserved certain easements as provided for in the Covenants and Restrictions. A Lot Owner owning contiguous Lots may build a Dwelling on a Residential Lot, Equestrian Lot or Mobile Home Lot or a Commercial Building on a Commercial Lot over the common Lot lines between such Lots and the easement located between such Lots shall be inoperative if such easement is then not in use. However, before commencing construction of a Dwelling on a Residential Lot, Equestrian Lot or Mobile Home Lot or a Commercial Building on a Commercial Lot, the Lot Owner must replat the contiguous Lots into one Lot, and the Lot Owner must execute a Replatting Agreement wherein such Lot Owner agrees that the contiguous Lots replatted into one (1) Lot shall, from the date the replatting is effective and continuing thereafter, require annual membership fees equal to the number of Lots replatted into one (1) Lot. Such replatting must also comply with applicable Governmental Requirements.

14. **Separating Lots:** Separating replatted or previously homesteaded lots is allowed to their originally surveyed lot lines providing they meet the single lot restrictions contained in the Code. For homesteaded lots, past membership fees must be paid according to the Homestead Resolution, Section VIII. Membership fees are due for each lot after the separation.

15. **Building Construction Restrictions:** The following general restrictions apply to all lots and dwellings:

a. Not more than one single family dwelling may be erected or constructed on any one lot, except for those lots so designated.

b. No permanent structure may be erected on any lot prior to the erection of a dwelling except a tool shed, sea wall, gazebo, dock, fence, retaining wall, walkway and stairs. Such structures may be limited in size.

c. No accessory or temporary building, or basement shall be used or occupied as living quarters.

d. All exposed concrete and/or concrete block foundations, walls, etc., must be painted or be appropriately faced with siding, brick, decorative block or stone. No unfinished exteriors shall be permitted without permission of the Board.

e. There shall be no recreational vehicles, campers, temporary tents, or other similar

structures allowed on any residential lot within the Beaver Lake Subdivision unless there is a permitted dwelling on the lot. This includes lots that are legally homesteaded or replotted with a dwelling on it. Construction trailers and equipment shall be allowed on an empty lot if there is a building permit issued specifically for that lot and are only allowed for the duration of the permit. Violating this rule shall be a construction violation and fines shall fall under rule 500 in the Handbook.

f. No open basement or foundation shall remain unenclosed without permanent sub-flooring for more than 6 weeks.

g. No permanent roofed structure of any kind shall be permitted within fifty (50) feet of the Lake with the exception of a Boathouse.

h. Due to noise and offensive fume pollution, gas powered generators will not be used during construction unless there is a power outage or power has not yet been run to the construction site by the utilities company.

i. Overhangs, except for soffits and porches as identified in paragraph F, shall not protrude into any setback without a variance. Soffits may extend into the setback by no more than 2'.

j. Insofar as possible, construction material will not be deposited on Beaver Lake roads. If material will be deposited on Beaver Lake roads, permission must first be obtained from the Building Inspector or Beaver Lake representative. The building inspector or Beaver Lake representative may grant road blockage exceptions for extenuating circumstances as deemed appropriate. If the only option is to temporarily deposit construction material on Beaver Lake roads, warning indicators must be used on both sides of the material as a warning to traffic; no more than half of the roadway will be blocked; and those materials must be completely removed and the surface cleaned before 4:00 p.m. the day of delivery. If more than half of the roadway is blocked the material must be removed immediately. Equipment must not block more than half the roadway; warning indicators must be used on both sides of the equipment as a warning to traffic; and the equipment must be moved completely off the roadway at the end of the workday. Equipment blocking more than half the road will be removed immediately. The Building Inspector or Beaver Lake representative shall determine the extent of blocked roadway. Violations to these restrictions will be subject to Liquidated Damages defined in the Liquidated Damage Schedule, Section VI, Miscellaneous, paragraph D.

k. Use of road right of way: During any construction project on a lot, the road right of way may be used under the following conditions. Any materials or equipment placed in the road right of way must remain entirely clear of the surfaced roadway edge by a minimum of 12 inches and must have visible orange warning indicators placed on the edge of the street on the approach to the material and along the material to warn other motorists of a potential hazard. After project completion the area affected on the road right of way must be restored to its original condition to include grading, seeding with erosion matting, or sod. The Association shall not be liable to a Lot Owner or others for any damage done to these permissive use areas or items that occupy them during construction or other operations.

D. BUILDING PERMITS

1. Only Regular members in good standing can be issued a building permit. In addition to any Governmental Requirements, including, without limitation, building or similar permits required by or from any governmental authority, each Regular member shall apply for a Beaver Lake Building Permit from the Board of Directors prior to commencing any Improvement to a Lot.

2. A single permit may be issued for multiple improvements so long as they are considered one project. In such a case, fees and timelines for the most expensive improvement will be charged. Improvements requiring a Beaver Lake Building Permit include, but are not limited to, the following.

a. Excavation or grading

b. Construction or erection of a Dwelling

c. Construction or erection of a Commercial Building

d. Construction or installation of an Accessory Building

e. Construction, installation or major repair of a Lake Addition

f. Installation of a Mobile Home on a Mobile Home Lot

g. Demolition or removal of any Dwelling, Commercial Building, Mobile Home, Accessory Building, Recreational Addition, or Lake Addition

h. Any structural change to the exterior design or roof of a Dwelling, Mobile Home, Commercial Building, or Accessory Building

i. Construction or installation of fences, dog runs and kennels

j. Tank installation

k. Construction of a Recreational Addition

l. Access area construction

m. Retaining walls

n. Commercial signs

o. Portable toilet – fee and deposit required.

p. Driveways and sidewalks

q. Solar Panels & Generators

3. Depending upon the type of permit, building permits are good for either six months or one year from date of issue (plus any variance or extension granted by the Beaver Lake Board of Directors) and construction must begin within that time. After that, a new permit must be issued. See paragraph "U" of the Building Code for time limits of completing construction.

E. BUILDING PERMIT APPLICATION PROCESS

1. **Submit Application:** Once the requester has been determined by the Building Inspector to be a member in good standing, coordination should be accomplished to determine the information required to submit an application for a Building Permit. Building Inspector hours of operation are established and available at the Association Office. The set of materials needed, exemplified below, are dependent on the size and type of construction being requested and do not necessarily have to be professionally prepared by an architect, surveyor, landscape architect or draftsman unless the improvement is the construction of a Dwelling or Commercial Building, an addition to a Dwelling or Commercial Building. One copy of the application materials shall be submitted to the Building Inspector and kept as the official record of the project.

a. Address of the Lot, name and address of the Lot Owner and a phone number where the Lot Owner can be reached during business hours.

b. Plot plan, drawn to scale, showing the relative position of the structure on the lot

c. Blueprints that are dated and include architect identification information

d. Certified survey.

e. Statement that construction is built to IRC or IBC standards

f. Assurance that silt fences will be used to contain erosion during construction

g. Construction deposit

h. Utility fees

i. Confirmation that requester is a Regular member in good standing (Building Inspector)

j. For Commercial constructions, specifications showing the building size, building height, location Lot, exterior building materials, exterior building design, parking layout, number of parking spaces, landscaping, and signage are required.

k. The house or building must be staked out on the lot for inspection with survey stakes in place before the building permit will be issued. The Lot Owner will meet with the

Building Inspector at the site and if the stakes are per the plot plan and all other requirements are met, the permit will be issued when payment is received.

l. Statement indicating where construction materials and equipment will be located.

2. **Application Review**: The Building Inspector will act on applications for Beaver Lake Building Permits in the order complete applications are received.

3. **Board Action**: Special applications or variances must come to the Board of Directors through the Appeals Committee for approval. Such applications are submitted to the Board and reviewed at the monthly scheduled Board meeting. The requestor is encouraged to attend the meeting to support the request.

4. **Issue Building Permit:** When the Building Inspector determines that all information is available and the design is in compliance of all Beaver Lake Codes and Covenants, or has a waiver or variance approved by the Board of Directors, the Building Inspector will issue a Beaver Lake Building Permit and collect construction deposits and utility fees as appropriate. Building permits are good for 1 year unless a separate Cass County permit is required. In that case, the more restrictive time limit prevails. Construction must start within that time or the permit is no longer valid. The construction must be completed within the time limit assigned in the Construction Fee Schedule.

Non-conforming existing structures may receive a building permit to refurbish or repair provided, however that the structure complies with the guidelines required and existing in force and effect at the time the original application for construction was approved. Additionally, all CURRENT regulations concerning the County standards must be adhered with.

New structures, never existing prior to the application must comply with current Beaver Lake Association bylaws and CURRENT County regulations.

Pre-existing structures such as Boat Houses, Boat Docks, Sea walls, Boat Ramps, etc. that are being rebuilt may be grand-fathered and issued a permit to rebuild providing they are rebuilt under the same guidelines as their original permit or structure and comply with the current County permits and zoning regulations. New structures, never existing prior to the application must comply with current Beaver Lake Association bylaws and County permits and zoning at the time of the Building Permit Application.

5. **Appeals:** If the request is disapproved, the requestor may appeal to the Appeals Committee described in this document.

6. **Complete Construction:** After issuance of a Beaver Lake Building Permit, the construction shall be completed as promptly as possible in accordance with the approved plans, type of construction and times depicted in the Construction Fee Schedule. Survey flags must be left in place until all measurements required by the Building Inspector are completed. If they are not present, they must be replaced at the regular member's expense prior to construction.

7. **Extensions:** Any extensions to the time limits for the construction of a Dwelling or Commercial Building beyond the 12 months allocated in the Construction Fee Schedule may be requested through the Appeals process and will be reviewed by the Appeals Committee and the Board of Directors. Any extension to the time limits on the Construction Fee Schedule for projects other than a Dwelling or Commercial Building may be requested from the Building Inspector. If an extension is declined by the Building Inspector, a formal appeal may be made to the Appeals Committee and Board of Directors through the Appeals process. The Regular member must provide sufficient justification describing the unusual circumstances which caused the need for an extension.

8. **Stop Orders:** The Building Inspector shall have the right to inspect the work as it progresses and exercise discretion in issuing stop orders. Should a noncompliance occur with setbacks or approved plans, the Building Inspector will notify the regular member that a Stop Order will be issued, until the regular member brings the project back into compliance. Violators of a stop order will be subject to substantial Liquidated Damages defined in the Liquidated Damage Schedule, Section VI, Miscellaneous, paragraph A.

9. **Occupancy:** For Dwellings, an occupancy certification from Cass County must be obtained before a Dwelling can be occupied.

F. SETBACK RESTRICTIONS

1. Unless the Association shall give permission in writing, no part of any building or structure, except for boathouses, shall be located on any lot:

A. within 30 feet of the front property line, to building foundation
B. within 10 feet of the side property line of any contiguous lot, to building foundation
C. within 30 feet of any rear property line
D. or within 50 feet of the normal water line (1050) rear lot water line of the lake (perpendicular to rear of house)
E. and within 30 feet of the normal water line of all other water impoundment's (Mobile Home, Fishing Lake, etc.)
F. and within 15 feet of any agricultural or county perimeter area.

2. Exceptions with proper documentation: accessory buildings, boathouses & pergolas

a. An accessory building allowed within the thirty (30) foot rear set back must be a minimum of 10 feet from rear lot line and 10 feet from side lot lines and not exceed 600 square feet as measured at the outer limits of the building. This is for B, C and M lots. (A) lots, see Building codes “K” Boathouses

b. Accessory buildings that meet Building code F. 1. SETBACK RESTRICTIONS (above) have no size limits

c. Uncovered front stoops and decks may extend up to eight feet (8’) into the thirty (30) foot setback required at the front of the Lot with a maximum of (240) square feet allowed.

d. Steps are not included in setback restrictions in the front or rear of house; however, step landings “between stair runs” are included. The maximum size of a landing can be forty-eight (48) sq. feet, and a maximum length of eight (8) feet when they fall within front and rear set back area.

e. For rear uncovered decks, if steps and landing fall inside the ten (10) foot setback, then the maximum size of landing is twenty-four (24) square feet with a maximum of four feet into the 10 foot setback restriction for both steps and landing. To be considered a landing there must be a minimum of a seven inch drop from main deck.

f. Elevated walkways between landings or landing and rear decks are permitted and may not exceed four feet into the side yard setbacks.

g. Uncovered (open) attached rear decks, which may extend 10’ into the rear setback.

h. Ground level decks (less than 1’ tall) and walks may be built to the lot line

3. Any structure, other than a boathouse, pergola, sea wall, boat dock, or structure without a permanent roof, must meet a 50' setback from the existing water’s edge (shoreline 1050 ft. elevation).

4. All setback measurements shall be made perpendicular from the Dwelling or structure. A setback is normally measured to the foundation wall; floor decking of a house cannot cantilever into setback area. Windows and Fireplaces that do not require footings can extend 2 feet into setback same as Soffits. Decks are measured to the maximum extremity of the deck structure as projected to ground level. This restriction applies to all decks attached to the main structure and to all detached structures such as garages, gazebos, etc. Refer also to paragraph III.C.15.i.

5. Building Inspector and Lot Owner representative will verify the plot plan location on the property and assure setbacks are met. The Building Inspector will sign off on this requirement. After footings are dug and poured, The Building Inspector will sign off again on proper location and set back requirements.

6. All setback conditions must comply with the Zoning Regulations of Cass County, Nebraska as applied to "R" Residential regulations or "A" Agricultural (perimeter).

7. Conditional Side Setback Variances for Narrow Category Lots

a. Regular members who own lots having narrow width features of 70 feet or less, on a portion of their lot associated with the typical placement of a house, may normally receive an expedited conditional side setback variance approved by the Board prior to the permit being issued, provided certain conditions are met. The Board retains the ultimate authority to approve or deny any request, and the regular member may also use the appeals process.

b. The conditional side setback variance for narrow category lots that the Board may normally expedite approval for (void of complicating factors), would only pertain to lots having portions that are 70 foot or less, that in the Board’s judgement would be where a house would normally be expected to be placed. The setback variance cannot exceed two feet per each side of the house from the foundation of the house. The entire length and width of the portion of the setback covered by the variance will be required to be free of (and remain free of) all permanent and temporary obstacles and obstructions, with the exception of lot line fences, code size gates, garbage and recycling service containers, low profile flush mounted wall utility boxes, pipes, and

faucets, gutter downspouts, properly suspended power/phone/fiber lines, and a maximum of 2-foot eaves. Some examples of prohibited permanent and temporary obstacles and obstructions include, but are not limited to: storage lockers, any stored items, trees, shrubs, planters, gardens, trellis structures, propane tanks, equipment, roof eave or wall mounted accoutrements, wheeled machines, carts or other contraptions, etc.

G. EROSION CONTROL/LAND RECLAMATION

1. a. Lakefront Lot Owners shall be responsible for the maintenance, soil retention and erosion control of the shoreline abutting their Lot with the use of rock, a Sea Wall or other means approved by the Board of Directors. All shorelines and seawalls should be stabilized to withstand wake action and fluctuations in lake level from four feet below full pool to three feet above, bearing in mind that during very heavy rains lake levels may rise rapidly.

1. b. Boat lifts and docks should be sturdy enough to withstand wake action and fluctuations in lake level from four feet below full pool to three feet above. Boats in lifts should be secured to prevent boats from floating out of boatlifts during conditions that cause the lake to rise.

2. A fabric liner shall be placed between the soil and rocks, wood or other material used for soil retention and erosion control and approved by the Building Inspector prior to backfilling.

3. To prevent erosion on any project, a silt fence is required any time soil is moved where erosion can occur. All silt fences must have a UV resistance of 80% after 500 hours and a tensile strength of 125 lbs. wrap x 100 fill. Steel T posts are required every 6 feet to 8 feet with the silt fence attached to them with plastic pull straps or wire with ends bent over so as not to be a hazard. Steel posts are to be installed on the lower side of the fence. A flap of a12 inches on the bottom of the fence must be trenched in or, at a minimum, be covered with compacted soil.

4. If land reclamation is necessary to meet rear or side setbacks, it shall be reclaimed before any part of the construction of a Dwelling begins, with no exceptions, and must be approved by the Board of Directors.

5. The reclamation of any lost land to the lake shall not go into the lake any further than the original lake side lot pins.

6. Culverts: Culverts shall come under the following rules:

a. Culverts shall be constructed in such a manner as to not obstruct the natural flow of water in ditches, be no smaller than 12 inches in diameter, have a maximum length of 35 feet per driveway and have a minimum of 10 feet between culverts. All culverts must be no closer than 5 feet from the side property line.

b. The Association shall have the right to repair or remove any culvert that obstructs the natural flow of water. If such occurs, such obstruction may be removed by the Association.

c. All culverts on the Beaver Lake road system which are perpendicular to the road system will be installed and maintained by Beaver Lake Association. All culverts which are parallel to the Beaver Lake road system will be installed and maintained by the individual regular member. Each regular member shall maintain the waterways crossing his or her lot. Waterways between adjacent lots shall be maintained by the regular members adjoining the natural waterway. Buried culverts or tubes used to carry "run off" water towards the lake shall have the ends exposed so the polluting possibilities can be monitored.

d. The Board of Directors may approve a Regular member's request to install a continuous culvert with receivers.

7. No gasoline-powered motors shall be allowed on the lake front to water lawns.

H. DWELLINGS

1. Dwellings, including mobile homes, shall be constructed in compliance with the square footage requirements contained in the Covenants and Restrictions. A residence must meet the following sq. footage requirements: "A" lot is 1440 sq. ft., "B" lot is 1296 sq. ft., "C" lot is 1156 sq. ft.,Equestrian lot is 1296 sq.ft.,"M" lot is 900 sq.ft. A second floor may be included in the minimum sq. footage requirement, however there must be at least 75% of the sq. footage on the main floor if the second is to be allowed. The lots considered for these are A, B,C and Equestrian lots only. Traditionally constructed houses (houses built to IRC or IBC building codes) may be placed on lots designated for mobile homes and shall meet all Beaver Lake Association rules and regulations as established for houses on lots designated by the symbol "C".

2. The front entry door of a Dwelling shall be on the front side of the house that directly faces the road to which the house is addressed. Any rotation of the home's orientation or deviation from this rule must be approved by the Board of Directors. This is for A, B and C lots as well as M lots, with the exclusion of single-wide mobile homes. If an additional room is required to meet this restriction, the minimum size of the entryway shall be 10 ft. by 12 ft.

3. Subject to any applicable Governmental Requirements, the height of deck railing(s) shall not exceed three (3) feet with balusters no further than four (4) inches apart.

4. Beaver Lake will accept International Residential Codes (I.R.C.) and International Building Codes (I.B.C) built Modular Houses with proper credentials and seals so long as they follow County guidelines. All other Housing for A, B, and C, lots will follow International Building Codes with County amendments.

5. Modular structures which do not meet IRC or IBC standards shall be treated as a Mobile Home and may only be constructed or installed on a Mobile Home Lot.

6. All ground level entryways, porches, and verandas located on the front of a Dwelling shall be at least four (4) feet wide and at least twenty-four (24) square feet in area.

7. For safety purposes, there must be a landing (a minimum of four feet by four feet) for every story of a stairway leading to above-ground level entryways, porches, verandas, or decks. In addition, there must be a deck at the top of such stairway which is at least six (6) feet by eight (8) feet.

8. Except for Mobile homes, all dwellings must have a minimum of a 2 car wide, attached garage unless it can be demonstrated that such garage will cause undue hardship to the regular member or will not fit within the prescribed setbacks. In that case, a 2 car wide, detached garage will be required. (2 cars wide is defined as, a garage door with a minimum width of 16' or 2 garage doors with a minimum of 9' width each).

9. The roof of all dwellings, except mobile homes, shall be pitched with a minimum vertical rise of 5 inches for each 12 inches of horizontal run for at least 80% of the roof. If the roof area does not meet the above requirement, it must be reviewed by the Appeals Committee and approved by the Board of Directors.

I. MOBILE HOMES

1. Mobile Homes shall be permitted only on Mobile Home Lots. All Mobile Homes must comply with applicable Governmental Requirements even if such Mobile Home would be exempt from or not covered by such Governmental Requirement. By way of example only, a singlewide Mobile Home must comply with the Governmental Requirements relating to foundations applicable to doublewide Mobile Homes.

2. Mobile Homes shall be new which means never sold, never occupied, and not more than two years old.

3. Mobile Homes shall meet or exceed the following:

a. Foundations for mobile homes shall be in accordance with Cass County Zoning requirements, consist of no less than concrete blocks set on properly poured and approved footings. Such footing will be poured below the frost line.; and in any case must comply with any updated Cass County Zoning current requirements for foundations, and minimum square footage and dimensions for dwellings on lots, as well as other affiliated revisions.

b. The wheels of a Mobile Home must be removed immediately following installation of the Mobile Home on the Mobile Home Lot. Within twenty (20) days following the installation of the Mobile Home on the Mobile Home Lot, the pull yoke shall be removed or hidden from view in an attractive and safe manner. A pull yoke hidden from view shall be included in measuring setbacks.

c. The Mobile Home shall be properly tied down in accordance with applicable Governmental Requirements.

d. Mobile Home skirting is not allowed without a foundation and must be maintained in safe, neat condition. Foundations must be 42” deep and be continuous around the perimeter and to the bottom of the structure.

e. If a Mobile Home is removed, the Lot shall be cleaned of all debris within fifteen (15) days after it is removed.

4. The Building Inspector shall inspect the Mobile Home prior to installation to confirm that a Mobile Home meets all of the foregoing requirements.

J. GARAGES

1. Except on commercial lots so designated, garages shall not be used for commercial purposes such as automobile rebuilding, painting, or repair.

2. The material used on the roof and sides of a garage must match or blend with the existing roof on the Dwelling unless otherwise approved by the Board of Directors.

3. Detached garages may not be built on a residential lot without a dwelling.

4. All attached garages must have a concrete pad immediately in front extending the entire width of the garage. The driveway must extend to the street.

5. All detached garages (accessory buildings that have access to the street) must have a concrete pad immediately in front and extend the entire width of the garage doors plus an additional eighteen inches on each side. The concrete pad must have a minimum depth of 20’ to the garage. Driveway from pad to street must be, at a minimum, sufficiently rocked as not to allow mud to be carried to street.

6. Garage foundations must be in compliance of Cass County regulations.

7. Garages must not be used for living quarters.

8. No sewer or sanitary connections or facilities will be allowed in garages.

K. BOATHOUSES

1. A Boathouse is allowed only if a Dwelling is first completed on the Residential Lot.

2. Beaver Lake Association requires continuous pour foundation with deep footings that extend below the frost line and meet applicable Governmental Requirements (Cass County). Boathouses can be constructed on existing foundations (boat slips) provided the boat slip structure was constructed to minimum foundation standards for Cass County i.e. footings below frost line. Owners must be able to demonstrate or prove the existing structure's integrity.

3. The minimum square footage of a boathouse will be 580 square feet and will not exceed 600 square feet as measured at the outer limits of the building exterior walls. Additionally, an overhang not to exceed two (2) feet, is allowed on each side. Boathouse must be rectangular in shape.

4. A Boathouse is not to be used as temporary or permanent living quarters.

5. No sewer, sanitary connections, or sanitary facilities will be allowed in boathouses.

6. A Boathouse shall not unreasonably obstruct an adjacent Lot Owner's view of the lake or open areas. To ensure this, boathouse side walls shall not exceed nine (9) feet in height and shall not be more than one (1) story. A Boathouse may have a flat or pitched roof. A boathouse shall have an overhead door and it must face the lake and be a minimum of eight (8) feet wide.

7. A Boathouse shall be no closer than ten (10) feet to the adjacent Lot Owner's Lot line and be no farther than 20 feet from the lake.

8. All Boathouses shall be maintained in good repair so as to preserve the beauty of the Beaver Lake Subdivision. If it isn't or does not comply with the Building Code, the Association, in its sole discretion, may repair or remove such Boathouse at the Lot Owner's expense. Rebuilding or remodeling of a Boathouse shall be performed in a manner consistent with the Building Code then in effect.

9. Boathouses must have footings and concrete floor (footings per Cass County zoning regulations).

L. BOAT DOCKS, SLIPS, RAMPS, and LIFTS

1. A Beaver Lake Building Permit shall be obtained from the Building Inspector before construction or placement of any Boat Dock, Boat Slip, Boat Ramp, or Boat Lift.

2. A dock shall be constructed so as not to excessively hinder inspection or repair of shoreline.

3. A Boat Dock shall extend no more than twenty-four (24) feet in length over the water from the established shoreline. Boat Docks in coves require Board approval due to limited shoreline and lake area access in coves. Members may request a boat dock up to 32' in length over the water from established shoreline as part of the building permit process, approval will be granted on a case-by-case basis with shoreline, congestion, **safety**, and lake access as determining factors.

4. A boat dock or Boat Slip shall be placed no closer than ten (10) feet to the boundary line with the adjoining Lot.

5. A railing on a boat dock or temporary dock is permitted but may not exceed three (3) feet in height.

6. Unless there is a dwelling, a functional boat ramp must be no closer than 5' from the lot line and no wider than 8'. There are no restrictions for boat ramps on lots with a dwelling. Applications for permits must be accompanied with a letter showing approval of abutting Lot Owners.

7. Boat Docks shall be constructed in such a manner as to not hinder the flow of traffic in a cove or elsewhere on the Lake.

8. Permanent Boat Docks built by private Lot Owners shall not be built on Association access areas unless approved by the Board of Directors. Such permanent Boat Docks shall become the property of the Association.

9.a. Boat docks, boat slips and boat lifts shall be maintained in good repair in order to preserve the beauty of the Subdivision. If this policy is violated, the Association at its sole discretion may initiate action to repair or remove the structure at owner's expense.

9b. Boat lifts, excluding canopies, shall not be positioned more than 30 feet from the existing 1050 ft. elevation at the shoreline unless explicitly approved by the Board of Directors (BOD) or the BOD agent as the only reasonable option available.

9c. All boat lifts shall be of the portable type with no permanent attachment to the lakebed on which it rests.

9d. There shall be no permanent roof structures attached to the boat lift with the exception of canopies and canopy frames.

M. ACCESSORY BUILDINGS

1. Applications for a Beaver Lake Building Permit for Accessory Buildings will be reviewed on a case-by-case basis, taking into consideration the Lot size, square footage of the Dwelling, and proposed location of the Accessory Building.

2. Materials must match or blend with the existing Dwelling unless otherwise approved by the Building Inspector. The material used on the roof of an Accessory Building's must match or blend with the existing roof on the Dwelling unless otherwise approved by the Board of Directors.

3. The maximum size of an accessory building (limit 1) placed on a vacant lot is limited to 120 square feet until a Dwelling is built.

4. Electrical and water utilities to an Accessory Building shall be underground. **Neither** sewer connections nor facilities are allowed in Accessory Buildings

5. Accessory Buildings, shall be located in the back or side yard of a lot and subject to setbacks described in section F.

6. Accessory Buildings shall not unreasonably obstruct an adjacent Regular member's view.

7. Pergolas built within the fifty-foot setback on "A" lots can be a maximum size of 192 square feet and no longer than sixteen feet or higher than twelve feet, and must have completely open sides, no screens, and a horizontal, flat, open slatted or mechanically louvered (louvers must be designed to be open most of the time) roof. Supports must be anchored to required frost footings. Only one pergola is allowed within the fifty-foot setback. Gazebos cannot be built within the fifty-foot setback.

8. Effective September 17, 2021, Carports of any type are not permitted in the Beaver Lake Subdivision. Carports that were established prior to this date are allowed to remain if they meet the following criteria:

a. it meets the setbacks in subsection F of the Building codes.
b. if the structure has been removed or destroyed by any means, it cannot be reestablished per #8 above
c. existing carports cannot be added to in any way.

N. MISCELLANEOUS IMPROVEMENTS

1. Fences: A Beaver Lake Building Permit is required for installation or construction of a fence. Fencing on Lake side and side Lot boundaries shall be a maximum of four (4) feet in height except for decorative wrought iron fences that can be six foot with gates a maximum of eight feet. All fencing material shall be approved by the Building Inspector. A six (6) foot privacy fence may enclose the side and rear of a Residential Lot designated as "B" or "C". Barbed wire fencing is allowed only on an Equestrian Lot. Material woven into chain link fences is not permitted.

2. Kennels: A Beaver Lake Building Permit is required for kennels and dog runs. Kennels and dog runs shall be located in the rear or side yard of a Dwelling or be a minimum of 70 feet from front property line. Neither kennels nor dog runs shall create or pose a nuisance to neighboring Lot Owners. Kennels and dog runs must meet the same setback requirements as accessory buildings "120 square feet or less except for the front setback being a minimum 70 feet without a dwelling" and must have approval of the Building Inspector. Single occupant dog houses are excluded from rear setback rules for A lots. Dog houses excluded from rear setbacks on A lots can be a maximum size of fifteen (15) square feet and five (5) feet tall.

3. Exterior Lighting (Residential, Commercial. & BL): Exterior (non-pole variety) lighting which is directed toward the Dwelling and has a maximum wattage (or the equivalent)

of one hundred (100) watts (see 3.a. below) and is installed in a manner which minimizes glare to other Lot Owners, is permitted. Use of high-wattage spotlights, flood lights or ballasted fixtures (sodium, mercury, multi-vapor, metal halide, etc.) are prohibited on all residential properties at Beaver Lake. All Commercial and Beaver Lake Association properties shall be limited to High Pressure Sodium lighting which emits a soft yellow light only.

a. A 100-watt bulb is rated at approximately 1700 lumens. For residential exterior lighting purposes, lights rated at more than 1700 lumens are prohibited.

b. All lights are subject to further shielding if it is determined by a review by the Beaver Lake Building Inspector and /or the Board of Directors to be a lighting nuisance to a neighbor. The determination of the Board of Directors shall be final.

4. Pole Lighting: A Beaver Lake Building Permit is not required for standalone pole exterior lighting, if such pole lights are of low wattage and installed in such a manner as to minimize the glare to neighboring Lot Owners and the Lake. A maximum of two poles per front and two poles per back with maximum height of nine (9) feet are allowed.

a. Low wattage is defined as a traditional 25-watt bulb; the bulb shall be frosted. A 25-watt bulb is rated at approximately 180 lumens. For residential exterior lighting purposes, pole light bulbs rated at more than 180 lumens are prohibited.

b. Pole lights are subject to further shielding. If it is determined by a review of the Beaver Lake Building Inspector and /or the Board of Directors to be a lighting nuisance to a neighbor. The determination of the Board of Directors shall be final.

5. Signs: The Building Inspector's approval is required for all signs except for temporary for sale or lease signs which meet the requirements set forth below, Commercial Buildings or signs on Commercial Lots, address numbers and name plates. Signs on Commercial Lots and Commercial Buildings must comply with applicable Governmental Regulations and must be approved by the Board of Directors. (For Commercial building signs, see Commercial Buildings and Lots, Section O(6) of the Building Code). A Lot Owner may advertise the sale or lease of his or her Lot by placing a temporary sign which is no more than four (4) feet in height and no more than two (2) feet by three (3) feet in dimension, and which is conservative and style without the Building Inspector's approval provided there is no more than one sign per Lot. Except on Commercial Lots, lighted signs shall not be permitted. All temporary signage in the Beaver Lake Road Right of way and on Association property must have written permission from the Board of Directors prior to placement.

6. Trash Enclosures: The Building Inspector's approval of a trash enclosure is required. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure appropriately screened from view. Trash containers and refuse shall not be placed on the street for pickup prior to the evening before removal.

7. Pools: All swimming pools (above-ground or in-ground), and associated fences, must comply with all applicable Governmental Requirements and the IBC.

8. Solar Panels: All panels must be installed on roofs. Solar panel placement must be approved by the building inspector or other board representative before a permit will be issued. Panels must be placed so they do not reflect into other properties. County building and state electrical permits are required.

9. Generators: All generators must be located within property setbacks similar to AC units or heat pumps. Generators must run on propane. State electrical permits are required.

O. COMMERCIAL BUILDINGS AND LOTS

1. All commercial construction, including, without limitation, Commercial Buildings must comply with all applicable Governmental Requirements.

2. Not more than one (1) Commercial Building shall be constructed on a Commercial Lot unless approved in writing by the Board of Directors.

3. Commercial Buildings shall not be more than two (2) stories in height.

4. No temporary trailers or other temporary structures other than a construction office trailer placed on the Commercial Lot during construction shall be placed on a Commercial Lot.

5. Commercial Buildings shall not be used for residential purposes.

6. Signs are limited to the advertisement of or in connection with the business in the Commercial building on that Lot. Size, material, and location of such signs must be approved by the Building Inspector prior to the construction or installation of the sign. Maximum height of signs shall not exceed eighteen (18) feet. Signs shall not exceed thirty-two (32) square feet and must be approved by the Board of Directors prior to the installation or construction of the signs. With the approval of the Board of Directors, signs may be lighted signs. However, if those lights are near residential lots, the sign lights must be aimed to the ground.

P. TANKS

1. A Beaver Lake Building Permit is required for installation of a Tank.

2. Tanks shall not be permitted within fifty (50) feet of the Lake.

3. Tanks shall not be placed on a Lot which is not improved with a Dwelling, Commercial Building, or Mobile Home.

4. Above-ground propane tanks located on a Residential Lot, Equestrian Lot, Mobile Home Lot, or Commercial Lot shall be screened from view by a solid or narrowly gapped (picket gaps of half-inch or less) wood or plastic fence or a fence that appears to be near-solid to the view. The fence shall have an opening of 6" between the ground and the bottom of the fence to allow gas to escape during filling. The fence shall also have an area low enough to allow for filling the tank and still shield the tank from view or a gate for filling the tank. Drawings and specifications must be submitted to the Building Inspector to obtain a permit prior to construction. Contact your propane supplier prior to the fence installation for supply line locates and recommendations.

5. Tanks shall be located on the side or back yard of a non-corner Lot if at all possible. Tanks installed on a corner Lot shall be located in the back yard of the Lot. Lakefront lots shall not place tank within 50 feet of water's edge. If Tank has to be located in the front yard (roadside) to meet setbacks, it must be placed at least fifteen (15) feet inside the front property line.

6. The following requirements apply to Tanks buried or to be buried on any Lot:

a. The application for a Beaver Lake Building Permit must include a plot plan showing the proposed location of the Tank on the Lot and filed with the Beaver Lake Association.

b. The location of the Tank on the Lot shall comply with the setback requirements contained in the Covenants and Restrictions.

c. Only American Society of Mechanical Engineers (ASME) approved containers constructed for underground service and marked accordingly can be installed underground. The placement of Anode Bags close to the tank is highly recommended for underground tanks to prevent corrosion. Department of Transportation (DOT) cylinders must be installed above ground. Governing rules are the National Propane Gas Association (NPGA) # 412-94 and the National Fire Protection Association (NFPA)-58. The tank must be inspected by the Building Inspector prior to installation.

d. Tanks shall be installed in compliance with applicable Governmental Requirements.

e. No water and sanitary sewer lines shall be located within five (5) feet of a Tank.

7. The Lot Owner shall be required to clean up any leakage from a Tank and shall be liable to the Association and other Lot Owners for any damage to the Lake, Association property or any Lot Owners' property damaged by a leaking Tank. Failure to comply with Beaver Lake requirements or Governmental Requirements applicable to Tanks will result in the fine set forth in the Beaver Lake liquidated damages schedule.

Q. LANDSCAPING AND PROPERTY MAINTENANCE

1. Within forty five (45) days after substantial completion of construction of a Dwelling or Commercial Building or the installation of a Mobile Home, a Lot Owner shall landscape and thereafter maintain such landscaping on the Lot, including the area between the boundaries of the Lot and road. At a minimum, landscaping shall include grading and well-tended grass (seed or sod) of the entire front, back, and side yards of the lot with sufficient cover to control erosion. Extensions may be granted because of weather by the Building Inspector. Water improvements (such as ponds, waterfalls, pools, etc.) require Board of Directors approval. At a minimum landscaping shall include grading, well-tended grass (seed or sod) of the entire front, back and side yards of the Lot. A Lot Owner is permitted to provide a landscaping plan to the Board of Directors which may be approved in lieu of the above requirements.

2. Lot Owners shall be responsible for maintaining all landscaping on their Lot and maintenance of the road right-of-way adjacent to their lot according to Section IV, Paragraph G.

R. VARIANCES

1. The strict application of any regulation under this Building Code may result in peculiar and exceptional practical difficulties to or exceptional undue hardships upon a Regular member. A Regular member may petition the Appeals Committee for a variance from such strict application if such variance may be granted without substantially impairing the intent and purpose of any regulations under this Building Code. Such petition shall include a written statement explaining the hardship which would result from the application of such regulation(s) and why such variance is requested. The regular member is encouraged to obtain a written "statement of no objection" from adjoining lots owned by other members to help make the case for their variance. A Regular member shall also furnish the Committee with such supporting Surveys, plans and specifications as may be required by the Building Inspector.

2. Recommendations to grant or deny variances will be forwarded to the Board Of Directors. Variances should be recommended for approval if the Appeals Committee finds that:

a. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variances for purposes of convenience or profit.

b. Such hardship is not shared generally by other Lot Owners;

c. The granting of a variance will not cause a detriment to adjacent Lots and the character of the Beaver Lake Subdivision will not be changed by the granting of the variance.

3. When the Appeals Committee recommends that a variance should be granted, it will be forwarded to the Board of Directors for approval at the regular monthly Board meeting. The Board shall have broad discretion to grant a variance as presented or to modify such petition as the Board of Directors in its discretion deems necessary.

4. Variances are good for one year (1) unless stated otherwise.

S. APPEALS COMMITTEE

1. Statement of Purpose – The Appeals Committee purpose is to review any appeals of the regular membership of Beaver Lake Association regarding current Beaver Lake Association bylaws, rules and regulations, fines and building codes. The Appeals Committee will also recommend if a variance should be granted or if a fine should be waived and make a recommendation to the Board of Directors for final approval.

2. Process – If a regular member wants to appeal a fine or decision, they may request an appeal to the Appeals Committee. The cost to appeal will be $25.00, which is only refundable if the appeal is approved.

3. The maximum time limit to file an appeal is 120 days from the date of the issued fine that is levied by Beaver Lake personnel.

Note: All fines must be paid by the due date unless there has been an appeal filed at the Beaver Lake Association office.

T. ROADS

1. Any work related to Beaver Lake Subdivision roads shall be performed by Association employees or contractors hired by the Association.

2. Improvements shall not be constructed or located on the road right-of-way **(Refer to Section IV, E, Paragraph 6)**. Mailboxes are permitted; provided they are placed a minimum of 12 inches from the normal edge of the road measured from the front of the mailbox and in a location which would not impede snow plows, road grading, or fire and rescue equipment. The Association shall not be liable to a Lot Owner for any damage done to a mailbox during snow removal and sanding operations. Board of Directors approved parking areas are permitted, provided they blend in with landscaping, are reasonably flat with paved or stable gravel parking surfaces, and do not conflict with Beaver Lake use of the right-of-way of roads. Parking areas on the right-of-way of roads may or may not require a building permit.

U. CONSTRUCTION FEE SCHEDULE

Table U-1, Building Permit Fees.

Permit Type	Longevity	Fee
Dwelling - $0.20 sq. ft. on all floors including finished,	12 Months to complete the exterior to include: Roofs, drains, siding, garages, porches, patios, walkways, sheds, retaining	* $0.25 per sq. ft. ($55.00 minimum)

unfinished, and garage. Fee includes excavating, Dwelling, garage, decks, porches, patio, walkways, driveway, shed, retaining walls, fences, culverts, sea walls, tanks, and Boat Docks if part of the project.	walls, fences, seawalls, tank coverings, and boat docks if part of the project. Also windows, doors, steps and decks, painting or staining where needed, final grading, culverts where needed, driveways, seeding, and removal of all construction residuals. Trees and tree stumps that have been excavated or cut down also need to be removed before the deposit can be returned.	
Commercial Building (same as above)	12 Months—same as above	* $350.00 up to and including 1000 sq. ft. ($0.35 for each sq.ft. in excess of 1000 sq. ft.)
Garage (attached or detached) and Structure Additions	6 Months to complete the exterior to include: Roofs, drains, siding, walkways, driveways, retaining walls, culverts windows, doors, steps, painting or staining where needed, final grading, seeding and removal of all construction residuals. Trees and tree stumps that have been excavated or cut down also need to be removed before the deposit can be returned.	* $0.25 per sq. ft. ($55.00 minimum)
Boathouse	6 Months to complete	* $0.25 per sq. ft.
In-ground swimming pools	6 Months to complete	* $80.00
Above-ground swimming pools	6 Months to complete	$55.00
Decks	6 Months to complete	$50.00
Porches	6 Months to complete	$50.00
Excavation	6 Months to complete	* $50.00
Shorelines	6 Months to complete	$50.00
Sheds	6 Months to complete	$50.00
Boat Docks	6 Months to complete	$50.00
Fences	6 Months to complete	$50.00
Kennels	6 Months to complete	$50.00
Raised walkways	6 Months to complete	$50.00
Retaining walls	6 Months to complete	* $50.00
Gazebos & Pergolas	6 Months to complete	$50.00
Sea walls and erosion control permit	6 Months to complete	$50.00
Portable Toilets (social events)	1 day before to 3 days after the event unless an extension is granted by the Board or as specified on the permit.	$50 fee with $25 refundable when the portable toilet removed by the 3rd day. Also a $25 per day fine will be charged for every day after the 3rd day that the portable toilet is left on the lot.

* A $1000.00 construction deposit is required and shall be made at the time the Beaver Lake Building Permit is issued. This deposit may be used to pay for any damages to roadways and utilities, as well as fines, or additional items listed in table U-1 (Longevity) that have not been completed by the longevity deadline. Requirements issued under the building permit for which the work has commenced must be completed prior to a deposit being refunded unless changes to the plans and permit are agreed upon by both parties. However, if damage occurs and exceeds the amount of $1000, the Lot Owner will be responsible for the full amount of the damage.

* If construction on a residence is not completed by the 18th month, the construction deposit is forfeited. All construction incomplete after the 18th month is still subject to the fines/fees outlined in this handbook.

Note: For 12-month projects, the times depicted in the schedule begin when the Building Inspector conducts the first inspection when the project is started and not the time the permit was issued.
Note: For 6-month projects, the time depicted in the schedule begins when the permit is issued.
Note: A variance or extension to the times annotated in the longevity schedule must be applied for using the procedures explained in paragraph "R" of the Building Code.

Table U-2. Water/Sanitary Sewer Fees.

Fee Description	Fee
Water Connection fee	2,500.00
Sewer Connection fee	3,500.00
Utility Deposit (Property Owners deposit returned in 2 years if in good standing. Renter's deposit returned upon termination of rental agreement and Renter is in good standing)	100.00
Meter pit installation	200.00
Turn on or off service, each instance	20.00
Association personnel fee if required	Hourly
Install or uninstall meter, each instance	20.00

*Lots with paid water and/or sewer tapping fees or service will be billed for a minimum of four months applicable usage fee(s) per year.
*Lot owners may request in writing to have their tapping fee voided to stop minimum fee from being charged but will need to pay a new tapping fee to have water and or sewer resume.

V. STATE OF NEBRASKA WATER CONNECTION REGULATIONS

All direct or indirect water connections shall comply with Title 179, Chapter 2 of the Nebraska Department of Health Regulations governing public water supply systems (Section 008.01E, Table 2, as amended).

With prior notification, the Association has the right to enter a Dwelling for the purpose of inspecting water connections to ensure the connections are in compliance with Nebraska Department of Health Regulations for the safety and integrity of the water for the Subdivision.

W. BEAVER LAKE ASSOCIATION PRESSURE & GRAVITY SEWER MAIN REQUIREMENTS

1. Check with BLA representatives to determine whether the sewer main servicing your lot is gravity flow or pressure.
2. If your lot is serviced by a pressure sewer main, you are responsible for obtaining the needed information to properly size a grinder pump required for your residence. Contact BLA staff to obtain the information about the sewer mains.
3. Property owners must use a certified plumber to determine the specs and install the required pumping system.
4. Property owners are responsible for the installation and maintenance of all backflow devices on a pressure or gravity flow system.

SECTION IV

CAMPGROUND, CLUBHOUSE, BEACH, AND PROPERTY RULES AND REGULATIONS

BEAVER LAKE ASSOCIATION

A. CAMPGROUND RULES

1. The campground shall be used only by regular members and their guests for camping purposes.

2. All campers must register with the Association Office to obtain a permit prior to camping at the campground. A Regular Member in good standing can register for a camping permit with a credit card, sign a contract and obtain the permit. Payment will be processed the next business day after camping reservation has expired, unless extended with the Association Office.

3. A $10 late registration fee will be assessed against any camper who fails to obtain a camping permit from the Association before setting up at the Campground.

4. Campground Charges: 30 Amp Sites (RV and tents) $25 per night
50 Amp Sites (RV) $30 per night

5. Camping permit will be issued to and prominently displayed at all times by the camper. The permit will include:

a. Permit number
b. Lot number
c. Regular member's name
d. Guest's name
e. Date in
f. Date out
g. Campground site number

6. There will be no storage of motor homes, boats, trailers, or other personal property at the campground.

7. The Regular member of any personal property left unattended for 10 days will be charged a storage fee of $10.00 per day. Personal property left unattended for twenty (20) days shall be removed at the owner's expense.

8. The Campground Rules are posted at the campsite.

9. The Association office will keep a permanent ledger of camper registration by the camping permit number.

10. Regular members are responsible for acts of their guests and will be charged any penalties incurred by them.

11. No cleaning of fish is allowed in the Campground restrooms. Fish remains are to be tied in a plastic bag and placed in a trash container.

12. No open fires are allowed at the Campground except for barbecue grills.

13. All pets must be leashed at all times when outside.

14. For your convenience, restroom doors at the campground are not locked. Please call the sheriff's office if you observe any vandalism.

15. Campers are encouraged to report acts of vandalism, non- registered campers, violation of the Campground Rules and needed campground repairs/maintenance to the Association office at 235-2241.

16. Park campers perpendicular to the roadway to allow two (2) camping units per power pedestal.

17. Security will enforce all camping rules.

18. Quiet time in the camping area is 10:30 p.m. through 7:00 a.m.

B. CLUBHOUSE AREA

1. Hours open to the membership

   a. October 16 through April 1: 8:00 a.m. to 4:30 p.m. (lower-level closed weekends)
   b. April 2 through October 15: 8:00 a.m. to 10:00 p.m. (lower-level open weekends)

2. Association Office hours:

   a. Monday through Friday 8:00 a.m. to 4:30 p.m.
   b. Saturday and Sunday - Closed.

3. Clubhouse Rental Rules

a. The cost to rent the Clubhouse is as follows (each event/day):

- $250 Rental Fee

- The rental fee is required to secure the rental date. The date is not considered reserved until payment is received by the BLA office and a contract has been signed by the renting member. The rental payment will be processed at the time of the rental.
- Occupancy maximum is 165 people.
- An additional $100 fee for security will be charged for parties of 75 or more people who are 16 years or older.
- A credit card on file will be used as s deposit. No charges will be made to the card unless damage to the clubhouse or surrounding property is sustained, or special cleaning is necessary to bring the clubhouse back to the state it was in prior to the rental. Regular Member will be notified of any chares prior to charging the card on file for deposit.
- A 30-day advance notice of cancellation is required to avoid losing the rental fee.
- The clubhouse shall not be rented on observed holidays or on holiday weekends when the observed holiday is on a Friday or a Monday.

b. Only a Regular member, or immediate dependents, in good standing can rent the Clubhouse and must be in attendance at the party at all times. The Regular member is responsible for the damage during the rental period.

c. A dependent of a Regular member not living with the Regular member may not rent the Clubhouse.

d. No minors will be allowed to drink alcoholic beverages on Beaver Lake property or in the Clubhouse.

e. Smoking is prohibited anywhere inside the Beaver Lake Clubhouse.

f. The Clubhouse will not be rented for the purpose of making money unless the event is exclusively for a charitable or other nonprofit organization and approved by the Board of Directors. The Board of Directors may require proof of this donation to charity.

g. Security shall be provided by the Beaver Lake Association if a group exceeds 75 people who are 16 years or older in attendance at an event. The security officer reserves the right to remove all occupants from the Clubhouse at any time when the above rules are violated.

h. Unless otherwise agreed in advance, the renting Regular member will clean up and be out of the Clubhouse by 1:00 A.M. The checklist includes, but is not limited to:

(1) Clean the restrooms
(2) Clean the fireplace if used
(3) Clean the kitchen area.
(4) Clean and put away all folding tables and chairs
(5) Clean the floors including carpet, dance floor, and entrance.
(6) Take out all garbage and trash to the dumpster on the east side of the Clubhouse.
(7) Remove all decorations

i. The Beaver Lake Association Board of Directors reserves the right to cancel a scheduled event, but only in the event of an unforeseen Association official business emergency.

4. **Pavilion Rental**

a. The cost to rent any one of the pavilions is as follows (each event/day):
- $95 per rental
- The rental fee is required to secure the rental date. The date is not considered reserved until payment is received by the BLA office.
- A credit card on file will be used as a deposit. No charges will be made to the card unless damage to the pavilion or surrounding property is sustained, or special cleaning is necessary to bring the pavilion back to the state it was in prior to the rental. Regular Member will be notified of any charges prior to charging the card on file for deposit.

b. Only a Regular member or immediate dependents in good standing can rent the pavilions and must be in attendance at all times. The regular member is responsible for damage during rental period.

c. Any problems pertaining to the condition of the pavilion should be reported to the Beaver Lake Association office immediately. During weekends, holidays and after office hours, please see security personnel and/or leave a message at the Association Office.
Clean up includes the following tasks:

(1) Tables need to be cleaned and free of all food.
(2) Place tables back where you found them.
(3) Remove all tape, etc. used for decorations.
(4) Pick up and put all trash in receptacles provided.

d. If no rental has been scheduled and posted by the Association, Regular members and their guests, on a first-come basis at no charge or damage deposit, can use the pavilion. In such a case, it is expected that the Regular member acts responsibly and completes the clean up tasks noted in paragraph 4.c. above.

5. General Use (non-rental). Guests are limited to no more than 15 per membership (dues payment) without advanced coordination with the BLA office to allow time to arrange for supplies and security.

6. There is a 10:00pm curfew at the Clubhouse, Beach Area and Pool Area. The only exception will be fishing at the docks or jetties on the east and west side and functions reserved by Association members for the use of the Clubhouse, pool or beach area facilities.

C. BEACH AND SWIMMING POOL AREAS

1. Beach

a. All beach area use is on a first come basis.

b. Those parties using the beach area are expected to follow Beaver Lake Association rules and regulations at the direction of the Beaver Lake Association Board of Directors and their representatives such as lifeguards, security officers, etc.

c. Any problems pertaining to the condition of the Beaver Lake beach area should be reported to the Beaver Lake Association office.

2. Swimming Pool General (Applies to Rentals also)

a. Absolutely no child under the age of ten (10) will be allowed in the pool area without a guardian present.

b. No glassware, foul language, or horseplay will be allowed in the vicinity of the pool, clubhouse or commons area. **No food or gum will be allowed in the pool area. No drinks are allowed in front of the yellow line in pool area.**

c. The lifeguard is in charge. The lifeguard or security officer reserves the right to remove all occupants from the swimming pool at any time. State laws concerning weather and health conditions govern the pool.

d. No one under the age of eighteen (18) will be allowed in the pool while the lifeguard is absent.

3. Swimming Pool Rental – Private Parties

a. All general rules depicted in paragraph C.2 above apply to pool rentals and/or parties.

b. Rentals are made through the Association office in advance; only Regular members in good standing may rent the pool and the Regular member must be in attendance at all times and be responsible for control of the Regular member's guests.

c. The rental period shall be from 7:00 P.M. to 9:00 P.M. (beginning of season) or 6:30 P.M. to 8:30 P.M. (end of season) on a day when the pool is normally open.

d. The rental fee is $100, which includes a Beaver Lake Association lifeguard who must be in attendance at all times. The rental fee pays for the rental from 7:00 P.M. to 9:00 P.M. (beginning of season) or 6:30 P.M. to 8:30 P.M. (end of season) and the lifeguard on duty.

4. There is a 10:00pm curfew at the Clubhouse, Beach Area and Pool Area. The only exception will be fishing at the docks or jetties on the east and west side and functions reserved by Association members for the use of the Clubhouse, pool or beach area facilities.

D. ACCESS AREAS

1. Any work related to the Beaver Lake access areas shall be by permission and direction of the Board of Directors of the Beaver Lake Association.

2. Any problems pertaining to the condition of the Beaver Lake access areas should be reported to the Beaver Lake Association office.

3. No motorized vehicle is allowed on the access areas except in designated areas.

4. Reserve lot 10 and reserve lot 3 will close each night at 10:00 p.m. and reopen at sunrise. Violation of this closed property will be considered a trespassing offense. These properties will be posted and possibly chained off during closed period and may be used again by residents at sunrise.

5. No foul language will be allowed in all Beaver Lake Common Areas/Property. Examples are, but not limited to: Clubhouse, Boat Ramp, Access Areas, and Streets.

6. Tents, Recreational vehicles, RVs, Campers, etc. shall not be used on any Access Area or Beaver Lake property for overnight camping use, except at the designated camping area.

E. ROAD RIGHT OF WAY

1. Board of Directors approved parking areas are permitted, provided they blend in with landscaping, are reasonably flat with paved or stable gravel parking surfaces, and do not conflict with Beaver Lake use of the right-of-way of roads. Residential Lots with a dwelling that have a driveway or Board of Directors approved parking area that occupies the Road right-of-way, may permissively use these areas to park in excess of 24 hours. Vehicles must remain entirely clear of the surfaced roadway edge by a minimum of 12 inches and are limited to cars, pickup trucks, passenger vans, SUV's, lake vessels and/or lake vessel trailers, or other Board approved vehicles. The Association shall not be liable to a Regular member or others for any damage done to these permissive use areas or items that occupy them during snow removal, sanding, construction, or other operations.

F. ROADS

1. No parking shall be allowed on the paved portion of the roadway.

2. No Regular member shall do any work on the Beaver Lake road system. Rules for connecting utilities, installing culverts, and other road-associated activities are explained in the Beaver Lake Handbook under Section III - Building Codes and Regulations.

3. Parking of a vehicle (cars, trucks, campers, trailers, boats, etc.) on the right of way of roads over a 24 hour period without being moved, is a violation of the Beaver Lake Association Rules and Regulations and subject to a fine depicted in the Beaver Lake Handbook under Section VI – Miscellaneous/Liquidated Damage Schedule, except as follows. Residential Lots with a dwelling that have a driveway or Board of Directors approved parking area that occupies the

right of way of roads, may permissively use these areas to park in excess of 24 hours non-oversized vehicles that meet vehicle restrictions that apply to a Residential Lot. Vehicles must remain entirely clear of the surfaced roadway edge by a minimum of 12 inches. The Association shall not be liable to a Regular member for any damage done to these permissive use areas or items that occupy them during snow removal, sanding or other operations. This exception applies to all other occurrences of parking restrictions on the right of way of roads contained in the manual.

4. No waste oil shall be spread on Beaver Lake roads.

5. Any problem pertaining to the Beaver Lake Association road conditions should be reported to the Beaver Lake Association office.

6. No structures of any kind shall be located on the road right of way. Only street signs and mailboxes are permitted, and they must have breakaway posts. Mailboxes shall not be placed in such a position as to impede snowplows, road grading, or fire and rescue equipment.

G. LAKE

1. Any work relating to Beaver Lake and its shoreline shall be by written permission and direction of the Board of Directors of the Beaver Lake Association. See Section III, Building Codes and Regulations.

2. Any problems pertaining to the condition of the lake or shoreline of Beaver Lake should be reported to the Beaver Lake Association office.

3. All aquatic weeds cut or pulled up by an owner, lessee, or contractor must be removed from the lake and disposed of properly. If this is not done, you will be fined in accordance with rule 428 in Section VI, D, 4.

H. MOWING AND PROPERTY MAINTENANCE

1. Regular members are responsible for the mowing of their property such that the height of the grasses shall not exceed 15 inches. If the grass height is not maintained below 15", the Association will mow the lot and bill the owner $125.00 per occurrence for a single, standard sized lot and will be adjusted for larger lots.

2. Regular members are responsible for the maintenance of the road right of way adjacent to their property.

3. Refer to Section VI, Miscellaneous/Liquidated Damages, for additional regulations and damage fees.

4. The member shall maintain all lots and ditches between lots and shoulder of the road, in a tidy and satisfactory manner. If road right of way vegetation is sprayed by a regular member and killed in large areas, Regular member must reseed and protect area from erosion. Should property not be properly maintained, the Association reserves the right to provide appropriate

maintenance to be billed to the owner. All dying and dead trees on lots shall be removed within 45 days of being tagged for removal and/or after receipt of a letter stating such, whichever comes first.

a. There will be no disposal of yard waste into the lake. This includes but not limited to grass, leaves, mulch, herbicides and pesticides. See Rule 409 in the Liquidated Damages Section for fine amount.

5. Pertaining to Residential Regular members and Lessees of lots:

a. Except during construction, no farm or construction equipment or Commercial Vehicles, including but not limited to, trucks, trailers, semis, grading or excavating equipment, construction vehicles and other heavy machinery or equipment or inoperable vehicles or vessels undergoing repair, shall be parked on or adjacent to a Lot or the road right of way in excess of twenty-four (24) consecutive hours.

b. Tractor-trailer (semis) type commercial vehicles (cabs and/or trailers) are not allowed to park overnight anywhere in the Beaver Lake Subdivision.

c. Boats which are not registered to the Regular member shall not be parked on or adjacent to a Lot or the road right of way.

d. Recreational vehicles, campers, temporary tents, or similar structures **are not** allowed on any residential lot, legally homesteaded or replotted lot, in the Beaver Lake subdivision, unless there is a permitted dwelling on the lot.

e. Recreational vehicles and campers shall not be parked on the road right of way for more than twenty-four (24) consecutive hours.

f. All vehicles are prohibited from parking on the road right of way, more than 24 continuous hours.

g. Residential Regular members may store trailers, boats, and watercraft on their lot if the craft is licensed to them, in working order, does not impede a neighbor's line of sight, and is not in the road right of way. Grass and or weeds must be trimmed around such equipment.

h. All vehicles parked or located on a lot must be licensed. Vehicles cannot be left on jack stands, blocks, etc for more than twenty-four hours.

i. Valid registration (plates and/or stickers) must be properly displayed on all motor vehicles, watercraft, and campers/RVs.

j. Licensed vehicles must be in working order, have tires in good working order and fully inflated, not impede a neighbor's line of sight and/or not in the road right of way for more than 24 continuous hours.

k. The lot owners may not store their boats, trailers, campers RVs, equipment, etc. on any lot they have leased to another individual.

6. Tree and Brush Removal Plan

a. Purpose – To remove trees and shrubs that encumber utilities, drainage, and line of sight distance or may become a safety hazard on Association road right of way.

b. Vegetation to be removed – All trees and shrubs that are greater than 3 ft. in height or have the potential to grow greater than 3 ft. Every shrub or tree shall be cut off at ground level and sprayed with tree killer or excavated and replanted to an appropriate location.

c. Disposal of brush – Brush may be disposed of at the Beaver Lake Brush Burning site located near the Maintenance Shop located off Murray Road.

d. Regular member notification – Each Regular member will be notified 20 days in advance of their trees being removed. Notification will be in letter form. If letter is returned undeliverable, that letter shall still serve as notice to the Regular member.

e. Contractor notification – Contractor shall be notified as to the start date and the location of area to be cut. Both contractor and Beaver Lake Association representative shall agree wholly on what will be cut down by way of paint markings on the vegetation. Contractor will be responsible for all clean up to the satisfaction of the Beaver Lake Association representative. Contractor and Beaver Lake Association representative shall agree to the total price of work to be performed per lot before the job may commence.

f. A time frame of job completion must be determined prior to each job.

g. Payment by Regular member – Regular member shall pay within 20 days of billing date the amount reflected on the bill.

h. Payment to Contractor – Contractor will be paid within 20 days of satisfactory completion of project list as agreed upon by both parties.

i. Road Right of Way – The area of land owned by Beaver Lake Association located between the paved edge of the street and the established front or side property line of each platted lot.

j. Fees for Services Rendered – Contractor shall bid to the Association their cost per hour based on the criteria of the plan.

k. Beaver Lake Association will bill the affected Regular member for the contractors' cost.

7. Tree and Brush Disposal Site

a. The tree and brush disposal site is for the sole use of Beaver Lake Association Regular members.

b. This site is to be used for disposal of trees and brush only.

c. All material disposed of at this site must have originated from within the Beaver Lake subdivision.

d. Regular members must adhere to the rules posted at the entrance to the site as well as the Beaver Lake Handbook.

e. Failure to abide by the posted rules may result in a fine or fines as documented in Section VI Liquidated Damage Schedule.

f. Trespassers at this site will be subject to county and state fines as issued by law enforcement.

g. This site is monitored by surveillance cameras, and all recordings may be used to support the issuance of fines and/or prosecution.

h. The hours of operation are as posted at the site and may be subject to change.

i. This area will be closed for maintenance during a posted date in January through March of each year. Specific dates will be posted at the site entrance as well as on the website.

I. DISPOSITION AND SALE OF ASSOCIATION PROPERTIES

1. In order to dispose and/or sale of Beaver Lake Association properties, excluding real estate, all items shall be advertised in the Plattsmouth Journal and the Beaver Lake website News for 14 days. After that period, the merchandise will be sold for the best offer made by a sealed bid. If sealed bids are not received the Board will have the discretion to dispose of the property.

J. TRESPASSING

1. No person shall enter the property of another without being invited.

2. Any person who enters the property of another Regular member without permissions shall be guilty of trespassing.

3. Entry by anyone, including Regular members, is not allowed in the area, which is fenced and posted behind the dam.

4. Visitors who are not accompanied by a Regular member, shall observe the following guidelines:

a. Visitors may walk around the Clubhouse and beach area only. However, swimming, fishing and use of the beach area are for Association members only.

b. Visitors are subject to and must observe all Association rules and regulations.

c. All property in the Beaver Lake area is privately owned and visitors shall not walk the shoreline anywhere but in the Clubhouse area.

5. Be it known that all areas of public access at Beaver Lake may be monitored by surveillance cameras. See resolution in Section VI, subsection H.

K. FIREARMS AND TRAPS

1. There shall be no shooting of firearms or use of traps without written permission of the Board of Directors and a State of Nebraska Game Warden.

2. The killing of game and protected animals in the Beaver Lake Subdivision is prohibited without written permission of the Board of Directors and a State of Nebraska Game Warden.

L. PETS AND ANIMALS

1. No animals or fowl, excluding customary household pets and equine kept on Equestrian Lots, shall be kept or maintained on Lots.

2. No pet shall be permitted to run loose (leash law).

3. A Regular member may not own or maintain more than three (3) household pets. All Regular members shall license their pets at the Association office during normal business hours. Proof of yearly and rabies vaccinations are required to obtain license. License fees shall be $10.00 per household pet and are good for a one-year period (January 1 – December 31). Pet licensing shall have a deadline of May 1st each year. Animal Control Officer and Lake Patrol will survey the area for pets running at large.Any pet owner who fails to renew their pet license by the deadline shall renew at a rate of $35 per animal.

4. Report pet control problems to the Association office.

5. Beaver Lake animal shelter charges for household pets running loose are listed in Section VI, Miscellaneous/Liquidated Damage Schedule. Owners of pets running loose are also subject to fines if applicable. Kennel Fee (room/board) $50 initial fine plus $25 per day. If the animal is not claimed by day three (3) by 4pm, the animal becomes the property of Beaver Lake Association. Day 1: Day of pick up/boarding. Day 2: Day of boarding. Day 3: Day of boarding/ not claimed by 4pm becomes property of BLA and immediately turned over to BLA's animal rescue group for proper placement of animal. Animals in custody of BLA will only be released Monday-Friday 8am-4pm during business hours. A current Beaver Lake tag is needed prior to release.

6. Trapping of animals is not permitted, except for "live trapping" for the purpose of removing unwanted animals on Beaver Lake property, and then only with a special permit from the Nebraska Game Warden.

7. After pets have been taken for adoption, the pet owner will be responsible for retrieving it.

M. BAN ON BURNING

1. For the safety and protection of all property owners, there is a "Ban on Open Burning" in the Beaver Lake Subdivision with the exception of the controlled burning at the Beaver Lake Association Brush Burning Site by authorized Beaver Lake Association employees only. This ban does not include small-protected campfires for roasting hotdogs, marshmallows, or just enjoyment. The burning of yard waste is prohibited.

2. Campfires are limited to one fire per lot and must be contained by use of a fire ring or an enclosed fireplace/chimney. The fire ring must be no larger than 3 feet in diameter or 4 feet diagonally. Fire must be no larger than 2.5 feet high and must be thoroughly extinguished with water before leaving unattended. Any fire larger than stated above requires a fire permit from the Murray Fire Department. Property owners are responsible for damage caused by fire.

SECTION V

LAKE RULES AND REGULATIONS

BEAVER LAKE ASSOCIATION

A. ENTRANCE AND BOAT RAMP POLICY

1. Any person entering the Beaver Lake Subdivision may be asked to show proper identification, such as a driver's license, and give his or her Lot number to any Association employee. Association employees staffing public ramps may deny Lake access to any person who violates Beaver Lake rules and regulations or any applicable laws.

2. Beaver Lake Association employees have authority to conduct invasive species inspections of all vessels entering the lake and deny lake access based on the findings of their inspections. Violation of this rule may result in a fine. See liquidated damage schedule #244. Vessels launched or cruising the lake in violation of this rule may be removed from Beaver Lake waters. Additionally, Beaver Lake Association employees have the authority to inspect all fish in possession to ensure members and guests comply with association guidelines (see Section V, F. 5). Possession of fish that violate the rules may result in a fine. See liquidated damage schedule #206.

3. Parking at the boat ramp is provided for cars and trailers of Lot Owners who are fishing or boating only. There shall be no permanent storage of boat trailers at the boat ramp.

4. Forrest Lane shall be the entrance used for all vehicles towing watercraft.

B. GUESTS

1. Number of guests may not exceed fifteen (15) -- family members and guests included -- at any one time to the beach/clubhouse area on Fridays, Saturdays, Sundays and holidays unless it is a scheduled party and/or rental according to Section IV.

2. All guests not accompanied by property owner may be asked for identification.

3. Driver's license or other valid I.D. will be used as identification to insure the validity of identity.

C. BOAT REGULATIONS

1. Following are the boat registration requirements effective January 1, 2001 designated as the "Primary Boat Rule."

a. Each Regular member can designate up to two primary motor-powered vessels and as many secondary vessels as desired.

b.1 All vessels must have a color sticker per the current policy. The primary color will be different from the secondary vessels.

b.2 Vessels conducting Wake Surfing activity will be primary vessels and must have a sticker of a designated color which is different than the primary and secondary-colored stickers to designate this vessel as being approved for the activity. Inboard drive and forward drive vessels manufactured to support wake surfing activity that are registered for the current year, but do not have a wake surf sticker will be allowed to wake surf on Mondays and Thursdays from 9:30am to ½ hour after sunset following all other applicable rules.

c.1 Primary Vessel Sticker Fees are $75 for each vessel. Primary Vessel Sticker Fees for Wake Surfing Vessels are $125.

c.2 Primary stickers for wake surfing will be limited up to 35 vessels based on actual number of wake surfing vessels identified on valid 2018 Beaver Lake surf boat registrations and those vessels that were registered on Beaver Lake for the activity during 2019. These stickers may be renewed each year by the Association member assigned a wake surfing sticker, but no more stickers will be allowed until a member does not renew their assigned sticker. Stickers must be renewed by 1 May to conduct wake surfing activity on Beaver Lake. If a wake surfing sticker is not renewed by 1 June it will be released by the assigned Association member and made available to the next member on a wait list. Wake surfing sticker holders with circumstances not allowing timely renewal by the 1 June deadline must contact the Board of Directors before the May Board of Directors meeting documenting the circumstances. The Board has the discretion to extend the deadline if circumstances warrant an extension. If a wake surfing sticker is released by the assigned Association member it may then be available to the next member on a wait list. Members waiting for a wake surfing sticker can provide their name, lot number, and contact information to the Beaver Lake Security Office for addition to the wait list.

c.3 Primary vessels are allowed on the lake at any time.

d. Secondary Vessel Sticker Fees are $100 for each vessel. Secondary vessels are allowed on the lake at any time except on holiday weekends, or holidays or when Security Personnel designates the lake is too crowded and safety is at risk.

e. Effective 1 January 2018, all vessels powered by gas, diesel, or electric trolling motors are subject to the Primary Boat Rule and are required to be registered with the State of NE or possess a state honored registration that NE state regulations specifically provide exceptions for (e.g., U.S. Coast Guard registration) as well as have a Beaver Lake sticker and lot numbers affixed to both sides of the vessel. A vessel exempt from NE state registration is required to have an Aquatic Invasive Species stamp from the State of Nebraska. All vessels not powered by gas, diesel, or electric trolling motors such as but not limited to: sail boats (without a motor), canoes, paddle boards, rowboats, kayaks etc. are not subject to the Primary Boat Rule or

required to have a Beaver Lake sticker but must have lot numbers affixed to both sides of the boat and must meet all State boating regulations.

f.1. The Board of Directors reserves the right to implement the Primary Boat Rule if they determine that the lake is too crowded and requires restriction for safety reasons.

f.2. Wake surfing activities will cease during time of secondary vessel restrictions.

g. Secondary vessels used on the holiday weekends or when the "Primary Boat Rule" is in effect will be subject to fines or penalties.

h. Swim Platforms, inflatable trampolines, and other similar type floating devices are allowed on the lake without stickers but must meet coast guard safety regulations and be placed within 50' of the shoreline. Such devices require Board approval. Swim platforms can be no larger than 8' by 10'.

i. Private buoys are allowed on the main part of the lake but must be within 75' of the shoreline. Private buoys are not allowed in no-wake zones, i.e. in coves etc. Private buoys used for marking your property 75 foot from shore must meet the following requirements:

i1. Buoy must be removable.

i2. Buoy must be round and a minimum of 18 inches in diameter.

i3. Buoy must display your lot numbers.

i4. Buoys must be in compliance starting April 1, 2024.

i5. It is recommended that the buoys be removed every season so ice doesn't relocate them. Smaller buoys are temporarily allowed if used to hold Maui mats or similar swimming platforms but must be removed at least every 72 hours. BLA will entertain buoy requests that vary from the above shape and size "if" they meet visibility and aesthetic requirements.

j. No boat stickers will be sold until all currently due bills are paid in full. Bills are normally due upon receipt by the payer.

k. No boat sticker be issued until a Beaver Lake Water Safety exam has been successfully completed by the person attempting to sticker the watercraft.

l. Vessels launched on Beaver Lake may be subject to an invasive species inspection by Beaver Lake Association employees.

m. All motorized watercraft will be required to obtain an Aquatic Invasive Species Stamp each year that they boat in Nebraska and display this sticker on their boat. For Nebraska registered vessels this is included with the state registration and does not need to be purchased separately. Out of state registered watercraft or NE registration exempt watercraft (i.e. Coast Guard documented) will be required to purchase this through the Game and Parks at https://outdoornebraska.gov/boatingregulations/.

2. **Boat Registration**

a. All vessels will carry a current state registration or other state honored registration that state regulations specifically provide exceptions for (e.g., U.S. Coast Guard registration) and current Beaver Lake stickers with lot numbers clearly visible. A vessel exempt from NE state registration is required to have an Aquatic Invasive Species stamp from the State of Nebraska. The Beaver Lake stickers and lot numbers (as large as the state registration numbers) will be placed on both sides of the vessel to the rear. Boat stickers are due May 1st of each new year.

b. Obtaining a Beaver Lake Sticker while vessel is "In-Transit"

Regular members who have purchased a new or used vessel can obtain a Beaver Lake Sticker while their vessel is "In Transit" if the following guidelines are followed:

b.1. Regular member must submit valid proof of purchase from the dealership or private bill of sale. Beaver lake Board of Directors will determine what is a valid bill of sale.

b.2. In-Transit period is valid for 30 days from date of purchase in accordance with Nebraska law.

b.3. Regular member is required to give a $250 deposit that will become non-refundable should the boat owner fail to register the vessel within 30 days per State of Nebraska boating regulations.

b.4. Regular member becomes "not in good standing" should they fail to register the vessel through the state within 30 days and continues to use or maintain the vessel on Beaver Lake waters and will continue to incur fines.

3. Vessel traffic on Beaver Lake will proceed in a counterclockwise direction around the lake. Vessels will stay at least 90 feet from shore when speeds exceed 5 mph (wake speed).

4. The maximum speed limit on Beaver Lake is 45 mph. The speed is limited to no wake and not to exceed 5mph when the yellow light at the east end of the clubhouse beach is illuminated. The light will begin flashing at a designated time after sunset and run for 10-20 minutes. The flashing yellow light will be the only indicator for no wake time. In the event of a power failure, state rules will apply for no wake, see Neb. Administrative Code Title 163, chapter 3-015.02.

5. Buoys mean "No Wake Zones" and vessels, except Law Enforcement on official business, must proceed at the lowest throttle speed.

6. When passing another boat, pass to deep water (to the left).

7. Standing or sitting with legs extended beyond the edge of a moving craft is prohibited. Only the operator is allowed to stand while the vessel is in motion for visibility reasons. No child under 13 is allowed aboard any vessel when not wearing a U.S. Coast Guard approved life preserver. The operator shall be held responsible for compliance.

8. <u>The age requirements for vessel operation, towing, and boating safety education below are provided as a convenient reference and reflect Nebraska law at the time of adoption. In the event of a conflict or subsequent change in Nebraska law, the more restrictive requirement shall govern.</u> The owner(s) shall be held responsible.

a. No one under fourteen (14) years of age shall operate a powered vessel of any class at any time.

b. No one under sixteen (16) years of age shall tow an individual with a powered vessel.

c. Any operator born after December 31, 1985, shall have successfully completed the Nebraska boating safety course and be in possession of a valid boating safety certificate <u>while operating a powered vessel</u>. Nonresidents may present certification from their state or another source approved by the National Association of State Boating Law Administrators.

9. Air-propelled craft and hydroplane racing boats are not permitted on Beaver Lake.

10. Wake Restriction / Lake Closure

d. BLA may, from time to time, restrict wake or close the lake to boat traffic.

e. No wake boarding or producing large wakes (boat not planing) when lake level is four or more inches above full pool, as determined by BLA.

f. No water skiing or wake when lake level is six or more inches above full pool, or otherwise, as determined by BLA.

g. During wake restrictions, a yellow flag will be flown on the flagpoles at the boat ramp and CL 14. A yellow strobe light will be operating at the east end of the clubhouse beach.

h. When the lake is closed to boating, a red flag will be flown on the flagpoles at the boat ramp and CL 14. A red strobe light will be operating at the east end of the clubhouse beach.

11. This section defines Personal Watercraft (PWC) and regulates their operation on Beaver Lake.

a. For purposes of this Handbook, a Personal Watercraft (PWC) is a powered watercraft designed to be operated by a person riding on, rather than inside, the vessel while standing, kneeling, or sitting.

b. The following types of PWC are permitted on Beaver Lake:

b.1. Jet-propelled PWC, including but not limited to Jet Ski®, Sea-Doo®, and WaveRunner®.

c. The following types of PWC are prohibited on Beaver Lake:

c.1. Wet Bikes.

d. PWC shall not be operated in a careless manner and shall comply with all applicable federal, state, and Beaver Lake Association regulations. The additional regulations set forth below shall also apply.

e. 1. Zigzagging (radical turns) for the purpose of chasing wakes or jumping wakes with a PWC is prohibited on the lake if the vessel being followed is towing a skier, tuber, wakeboarder, wakesurfer, or similar participant.

e.2 Jumping a wake with a motorized vessel within one hundred fifty (150) feet (50 yards) of another vessel is illegal and prohibited.

e.3 A PWC being operated in excess of five (5) mph (wake speed) shall be operated a distance of no less than ninety (90) feet from other vessels, skiers, or the shoreline.

f. PWC maneuvers (i.e., donuts, cookies, etc.) which do not allow forward progression are prohibited on the lake on weekends and holidays. PWC maneuvers shall be permitted on weekdays; however, such maneuvers are restricted to the larger coves between the mouth of the cove and the no-wake buoys. A map of the lake outlining such areas is officially registered with the State and governs boating on Beaver Lake. If other vessels or water skiers are using such areas, the PWC shall bypass such cove and proceed in a counterclockwise progression to the next available cove. The duration of continued PWC maneuvers in designated areas shall be limited to ten (10) minutes, at which time the PWC shall move to another designated area. These maneuvers are never permitted for any non-PWC vessels or any vessel towing a skier, tuber, wakeboarder, wakesurfer, or similar participant.

g. A PWC may tow skiers, wakeboarders, tubes, and similar participants provided the Lake Rules are observed. A convex wide-angle mirror or a responsible observer, in addition to the operator, shall be required while towing. An orange skier-down flag shall also be displayed when required. The PWC shall have sufficient rated capacity for the operator, the person being towed, and the observer, when an observer is used.

h. PWC are prohibited from using no-wake buoys and swimming buoys as targets or obstacle courses.

i. The Regular Member shall be responsible for all activities and operation of his or her PWC. PWC should be operated in a safe and prudent manner at all times.

12. Watercraft not required to have an annual Beaver Lake sticker shall stay within seventy-five (75) feet of the shoreline or in a no-wake zone on weekends and holidays between the hours of eleven a.m. and

seven p.m. This rule is in effect May 15 through September 15. This excludes large sailboats and catamarans which are easily visible.

13. Absolutely no guest vessels will be allowed on the lake. In addition, property owners registering guest vessels in their name will not be permitted. Vessels must be registered and titled under one Regular member and/or duly designated Associate Member (company name may appear on a title with owner). If a non-member's name is titled with a Regular member and/or duly designated Associate Member, the vessel will not be registered until the title and registration has been corrected. Vessel owner must be present when the vessel is stickered unless otherwise granted an exception. The Board of Directors can review and grant exceptions to the lake rules and regulations on a case-by-case situation. A Member's current spouse, who is eligible for sharing Association privileges for a given lot, may have their name on the lot affiliated boat's registration, and the Member's spouse may sticker that boat at the discretion of Association staff.

14. Owners or immediate family shall be with the watercraft while in operation. Violation of this rule is subject to the trespassing laws of this state.

15. All vessels parked on access areas along the shore will be left at least one boat length from other boats. Overnight boat parking on Association boat docks is prohibited. No watercraft shall be parked on any lake access longer than a 24-hour period. No permanent parking of watercraft is allowed on any access area.

16. No boats will be allowed to park in front of the Clubhouse or in front of the sand beach. No property owner can park his/her boat on a privately owned lakefront lot unless he/she has permission from that owner.

17. The exhaust of every internal combustion engine used on any motorboat shall be effectively muffled in a reasonable manner. The use of cut outs or any similar noise-making devices or unrestricted above water exhaust is prohibited.

18. All Nebraska and Coast Guard boating regulations shall be enforced.

19. Size limits effective December 1, 2017, excluding swim platforms at the rear of the boat, will include a maximum weight of under 10,000 lbs. No boat or vessel weighing greater than ten thousand (10,000) pounds (the 'Weight limit") shall be permitted on the Lake and no registration or sticker of any kind will be issued to any boat or vessel weighing more than ten thousand (10,000) pounds. Boat weight shall be determined based on manufacturer specifications and shall include hull dry weight plus maximum available water ballast. This weight limit (10,000) pounds, shall not be changed without the majority vote of members in good standing who will cast a ballot in the current election.

Boat lengths are as follows:

a. Pontoon Boats - 28'
b. Power Boats - 22'
c. Sailboats - 24'
d. Swim Platforms – 8' by 10'

20. Only inboard drive and forward drive vessels manufactured to support wake surfing activity will be allowed to be issued a wake surfing sticker to conduct the activity. Outboard or stern drive vessels or vessels that have been modified to add weight that would cause the boat to exceed the boats manufacturer's maximum capacity, designed to increase a boats ability to create a larger wave are prohibited. All vessels will be subject to inspection. Boat lengths will be determined by manufacturer specifications. If manufacturer specifications can't be obtained, then the boat length will be determined by measuring from bow tip to the transom at the point farthest from the bow. Boat length does not include the swim platform whether it is separately attached or molded into the boat. For boats with molded platforms, the boat length will be determined by manufacturer specifications or if not available as follows:

a. Measure the underneath side of the swim platform at the center of the boat from the stern edge of the swim platform to the transom.
b. Subtract this measurement from the overall boat length, as determined by measuring the distance from the bow tip, excluding superstructure, to the same point on the stern edge of the swim platform used in step 1.
c. The result is the boat length from the bow to transom.

21. Houseboats, defined as any pontoon or flat-bottomed boat with sides enclosed for the purpose of providing sleeping quarters, are not allowed on Beaver Lake.

22. Speeds exceeding 5 mph/ wake speed are illegal at all times in or within 90 Feet (30 yards) of any vessel, harbor, marina, landing pier, fishing pier, anchorage or bathing beach.

23. The Beaver Lake Security Chief has the authority to allow members to launch and test un-owned watercraft for 30 minutes providing the boat is in compliance with State and Local watercraft regulations, passes an invasive species inspection, and the member follows all Beaver Lake safety rules. The requestor should contact the Managing Director or Beaver Lake Security, in advance, to set up a time for the test.

24. Flying water sport products that are advertised to fly or leave the water for an extended period of time or gain excessive height above the water, whether pulled or not pulled by a boat, such as kite tubes, flying rafts, parasails, etc., are prohibited.

25. Only Beaver Lake Association staff has the authority to allow contractors to launch vessels on the lake. All vessels must be in compliance with state and local watercraft regulations, follow Beaver Lake safety rules, and must pass an invasive species inspection each time they enter the lake.

26. Watercraft not stickered to the member during the immediately preceding sticker cycle shall be treated as new watercraft for the purpose of obtaining a Beaver Lake sticker. New watercraft require review and approval for compliance with applicable Beaver Lake watercraft rules and regulations before requesting issuance of a Beaver Lake sticker. Compliance review may be requested prior to completion of purchase of the watercraft.

D. LAKE ENFORCEMENT

1. Lake Patrol personnel have the authority to stop unsafe acts and take necessary actions with violators to protect the safety of all.

2. Any person operating a boat in a reckless manner that may endanger life, limb, or property, will be cited for Reckless Operating by Lake Patrol.

3. Operating a vessel with a blood alcohol content of .08% or greater constitutes Boating Under the Influence (BUI) and carries a penalty of up to $1,000 fine, up to six (6) months in jail, and the loss of boating privileges for six (6) months. Refusal to submit to a chemical blood alcohol test will result in the same penalties as BUI.

4. Personal watercraft cannot, under any circumstances, be operated between sunset and sunrise.

5. Operation of vessels is prohibited within any area marked off or set aside as a prohibited area.

E. WATER TOWING OR RELATED ACTIVITIES

1. All persons being towed for water related activities shall wear a life jacket at all times.

2. Water skiing is not permitted between ½ hour after sunset and ½ hour before sunrise. See section V.C.4 for further clarification. Boat speed is limited to 5 mph / no wake, when the yellow strobe light at the east end of the beach at the clubhouse is illuminated or the streetlights at the clubhouse are illuminated, whichever is more restrictive.
   a. With the exception of Wake Surfing, water towing or related activities are not permitted between ½ hour after sunset and ½ hour before sunrise.
   b. Wake Surfing is only permitted from 9:30 AM to ½ hour after sunset.

3. All skiing, wake surfing, and other towed water related activities will stop when lightning is close.

4. When skiing with two skis and one is dropped, the ski should be dropped away from the wind. This precaution helps other boaters and skiers from falling over skis or running over them with their boats.

5. Skiers or other persons being towed for related activities must remain a safe distance of at least twice the length of the tow rope from the shoreline, docks, hazards, and people in the water.

6. Wake Surfing activity must occur to the right of center of the lake while leaving room on the vessel's left for faster vessels to pass. Wake Surfing shall occur a minimum of 200 feet from shore. Wake Surfing turns must occur a minimum of 90 feet prior to the West Cove (R)

buoys and 90 feet prior to the Spill Way/Dam buoys to allow other vessels safe navigation out from those no wake areas. Wake Surfing is prohibited in all coves. Directions for wake surfing are East/West only.

a. Wake Surfing Activity is any watersport activity in which a participant riding a wakesurf board, wake foil board, or other watersports equipment is propelled primarily by the substantial wave produced by a vessel operated in a plowing manner.

7. All vessels, when pulling a person on skis, surfboards, or similar devices and not equipped with a wide-angle rearview mirror must have a responsible person, 12 years or older, as an observer in the vessel with the operator.

8. Every vessel including any buoyant device capable of being used as a means of transportation on water shall carry one U.S. Coast Guard-approved, Type I, II, III or V Life Preserver for each person on board. All such devices shall be in good condition and be so placed as to be readily accessible.

9. Orange Flag: Whenever a water skier, surfboarder, or any person engaged in a similar activity or associated equipment is down in the water, the operator or observer of the tow boat must display a hunter orange flag of a size not less than 12 inches square or at least 144 square inches. This flag must be visible 360 degrees.

10. All Nebraska and Coast Guard boating regulations shall be strictly enforced.

F. FISHING

1. Fishing in Beaver Lake is restricted to property owners in good standing and their guests. Guests, who are fishing, shall be accompanied at all times by a property owner in good standing.

2. All fishermen at Beaver Lake must have a state fishing license if they are 16 years of age or older.

3. Fishing on Beaver Lake is governed by all state laws.

4. Seining of fish is not permitted on Beaver Lake.

5. Nebraska law governs the catch size and quantity legally allowed for each fish species. In addition, Beaver Lake specific rules may further restrict legal limits and will be posted on signage at the clubhouse, boat ramp, and several access lots. All fish smaller/larger than the legal sizes set forth shall be returned to the water immediately with as little injury as possible. Beaver Lake sanctioned “Catch and Release” tournaments will follow current statewide fishing regulations. Please note these restrictions may change year to year, so always check to make sure you know the rules.

6. Fishermen shall not leave dead fish remains in the lake or on the shore nor shall anyone

dispose of unused bait in Beaver Lake.

7. There shall be no fishing from the swim beach in front of the Clubhouse.

8. Ice Shacks used for fishing and must be: a.) approved by Lake Patrol when straying on the ice overnight; b.) marked with the owner's lot number using 3" numbers that are visible from the shore; and c.) removed prior to the thaw.

9. Beaver Lake Association employees have the authority to inspect all fish in members and guest's possession to ensure compliance with association guidelines (see Section V, F. 5). Possession of fish that violate the rules may result in a fine. See liquidated damage schedule #206.

10. Fishing rods and reels used in Beaver Lake must be personally attended to at all times. Unattended fishing rods and reels from docks or land any time of day or night are prohibited. This is a safety issue for all that use Beaver Lake.

DISCLAIMER

Any activity on the ice is not recommended by the Beaver Lake Association due to danger caused by bubblers, underground springs, and other associated unknowns. All such activity will be at the individuals' own risk.

G. LAKE SWIMMING

1. Designated swimming areas will be marked with buoys.

2. Swimming along the waterfront lots is permitted, but all swimmers must stay within 75 feet of the shoreline.

3. Swimmers have the right-of-way at all times over vessels.

4. Swimmers using inflatable tubes or other objects must remain in designated swimming areas or within 75 feet of the shoreline.

5. Swimming or bathing is prohibited in any marinas or within 20 yards of launching, mooring, or docking areas.

6. The Regular member shall advise all guests of the 75-foot safety rule and any other Beaver Lake Rules and Regulations. The Regular member is responsible for compliance.

SECTION VI

MISCELLANEOUS

BEAVER LAKE ASSOCIATION

A. ASSOCIATE MEMBERSHIP CANDIDACY FOR UNMARRIED, SPOUSE-LIKE DOMESTIC PARTNERS

Under certain circumstances uniquely involving co-ownership or co-leasing of BLA property by two unmarried adults in a spouse-like domestic partner relationship, in which both adults cohabit in using the BLA property as their primary residence, the designated Regular Member or Associate Member (tenant) for the property may nominate their spouse-like domestic partner for associate membership candidacy. The Board of Directors may approve such a nomination if it determines that there is sufficient information provided by the requesting Regular Member or Associate Member (tenant), who bears the evidential burden, that confirms circumstances that would fundamentally constitute a valid reason for associate membership candidacy, allowable under the BLA Covenants By-Laws. The Board may also revoke conditionally granted associate membership, if it determines it is no longer warranted.

Further to the aforementioned circumstances, the nominating Regular Member or Associate Member (tenant) must adhere to a BLA policies and procedures specific to this requested action. The nominating Regular Member or Associate Member (tenant) must also immediately report any change in status or circumstances regarding the sponsored associated membership, and act with regard to maintaining compliance with BLA membership requirements. The Regular Member or Associate Member (tenant) must meet all supporting information requirements set forth by the BLA, including attesting to the existence of an established domestic partner relationship, and that both Regular Member or Associate Member (tenant) and domestic partner share equitable ownership or co-leave of the specified property, to the extent that either could reasonably qualify in the eyes of BLA as a Regular Member or Associate Member, although only one may be designated as the Regular Member for the specified property when the property is owned rather than rented/leased.

Falsification of any provided information or failure to report changes in status or circumstances associated with the provision of associate membership, will be subject to BLA penalties and fines, as well as civil and criminal prosecution for trespassing, theft of services, damages and other legal actions that may apply. Furthermore, the nominating Regular Member or Associate Member (tenant) will assume responsibility for any violation of laws, rules or regulations pertaining to BLA, affiliated with the sponsored associate membership.

B. GOLF CARS, ATVs, UTVs, E-BIKES, E-SCOOTERS

1. Golf Cars, ATVs & UTVs

In accordance with the Covenants established herein for Beaver Lake Association, the use of Beaver Lake roads shall be restricted to licensed motor vehicles and licensed operators. Golf

cars, All Terrain Vehicles (ATVs) and Utility Vehicles (UTVs), herein referred to as GAUs, shall be considered to be licensed when a GAU owned and insured by a member is issued and displays a current BLA GAU registration sticker on their GAU. To obtain a registration sticker for a GAU, a member in good standing must comply with the following regulations:

a. Registered owner must be a member in good standing and shall provide proof of vehicle liability insurance (carried with vehicle).
b. Operator, minimum of 16-years old, shall have a valid state driver's license.
c. Vehicle shall have functioning headlight and taillight plus rear-view mirror.
d. Vehicles with gas engines shall have functional muffler in good working condition that reasonably abates engine noise.
e. Helmet use is to be in accordance with the current state helmet laws.
f. The operation of any unregistered off-highway vehicle not meeting the definition of GAU is prohibited within the Beaver Lake subdivision. This regulation applies to all unregistered off-highway vehicles including but not limited to: Minibikes, Go-carts, dirt bikes, and three wheeled ATV's / UTV's.
g. GAUs are not allowed on access areas or community lots except on paved or gravel parking surfaces.
h. Registered owner's lot number shall be conspicuously displayed using three-inch numbers affixed to the license plate on the rear of the vehicle and shall remain readily visible. Lot numbers shall also be visibly displayed on both sides of the vehicle. License plates will be purchased at the Beaver Lake Security office or Boat Ramp.
i. Once a sticker is obtained it must be displayed at all times next to the lot numbers on the license plate on the rear of the vehicle. Stickering and violation rules as for boats shall apply.
j. State, county, and BLA driving rules of the road shall apply.
k. Members found in violation of rules shall be subject to liquidated damages the same as state-licensed vehicles and operators according to the BLA Handbook and/or state law.
l. BLA license (sticker) renewal shall be obtained annually by a member in good standing. Renewal can be accomplished in person. To renew, current proof of insurance, name, and lot number, GAU being renewed along with a $50 fee must be provided to the Beaver Lake Security office or Boat Ramp and a new sticker will be received. Vehicle license stickers are due May 1 of each year.

2. E-Bikes & E-Scooters

a. **Definitions:**

1. E-Bike. For purposes of this regulation, an "e-bike" shall mean a bicycle equipped with operable pedals and an electric motor that aids the rider. This regulation applies to electric bicycles commonly recognized as Class 1, Class 2, and Class 3 e-bikes under Nebraska law, as well as personal electric scooters.

2. E-Scooter. A two-wheeled device with a standing deck, powered by an electric motor and is controlled by handlebars and designed for one rider.

b. **Operating Rules:**

1. E-bikes and e-scooters are permitted within the subdivision, subject to this regulation and any other applicable Association Covenants, Bylaws, Rules or Regulations.

2. The maximum operating speed for any e-bike or e-scooter within the subdivision shall fall within the posted speed limit signs, unless a lower posted speed applies in a particular area, in which case the lower speed shall control.
3. In areas where pedestrians are present or reasonably expected, including near mailboxes, trails, boat ramps, club facilities, parking lots, beaches, and other gathering areas, operators shall reduce speed to a safe and prudent pace not exceeding **10 miles per hour**.
4. Operators shall always yield to pedestrians and shall give an audible signal before overtaking a pedestrian or slower-moving user on a trail or shared-use area.
5. Reckless operation, racing, excessive speed, wheelies, abrupt weaving through traffic or pedestrians, towing, and any operation that endangers persons or property are strictly prohibited.
6. E-bikes and e-scooters may be operated only on roads, driveways, and areas where bicycles or similar devices are otherwise permitted. The Association may restrict or prohibit use in designated areas in the Board of Director's sole discretion. Prohibited areas shall be designed by signage.
7. No person may carry a passenger on an e-bike or e-scooter unless the device is specifically designed and equipped for passengers by the manufacturer.

c. **Safety Requirements:**

1. All people operating or riding as a passenger (if permitted) on an e-bike or e-scooter within the subdivision are strongly encouraged to wear a properly fitted bicycle or multi-sport helmet fastened under the chin.
2. Operators are strongly encouraged to wear other protective gear appropriate for riding conditions.
3. Any e-bike or e-scooter may not be operated on Association property between the hours of half hour after sunset to half hour before sunrise, without reflectors or headlights.
4. Each e-bike and e-scooter must be maintained in safe operating condition, including properly functioning brakes, tires, and steering components.

d. **Minors and Supervision:**

Parents and guardians are responsible for ensuring that minors who operate e-bikes or e-scooters within the subdivision understand and comply with these regulations.

e. **Enforcement:**

Violation of these regulations may result in a warning, liquidated damage monetary assessment, suspension of e-bike or e-scooter privileges on Association-controlled property, suspension of membership privileges, or other enforcement action authorized by the Handbook. Parents or guardians shall be held responsible for violations committed by minors and ultimately the Member of the Association as otherwise herein defined shall be responsible for violations of their family members, guests, or invitees.

Fines: All E-bikes and E-scooters will follow the road rules as outlined in the Beaver Lake Handbook and are subject to liquidated damages if they are in violation.

f. **Liability:**
People using e-bikes or e-scooters within the subdivision do so voluntarily and entirely at their own risk and remain responsible for complying with all applicable state and local laws, as well as the rules of Association promulgated in the Beaver Lake Association Handbook. The Beaver Lake Association, its Board of Directors, committees, officers, employees, agents, and volunteers shall not be responsible or liable for any accident, collision, injury, death, loss, or property damage arising out of or related to the ownership, operation, use, maintenance, or presence of any e-bike or e-scooter within the subdivision or on Association-controlled property. By operating or permitting the use of an e-bike or e-scooter within the subdivision, the user and the responsible Member acknowledge and accept these risks. Nothing in this regulation is intended to waive or limit any rights, duties, defenses, or remedies otherwise available to the Association or any resident.

g. **E-Bike Classification:**
<u>Class 1 Electric bicycle, defined.</u>
-2 wheels
-Pedal assists only (motor works while pedaling) 20 mph
-Must have operating pedals

<u>Class 2 Electric bicycle defined:</u>
-2 wheels
-Throttle-assisted (motor can propels only while you are pedaling) 20 mph
-Must have operating pedals

<u>Class 3 electric bicycle, defined.</u>
-2 wheels
-750watts or less
-Motor assists up to 25 mph.
-Must have operating pedals
-Throttle assisted

<u>Class 4 (Electric motorcycle) defined.</u>
-2 wheels
-Requires a motorcycle license
-Has an electric motor higher than 750watts
-Does not have operable pedals

Any member that owns an electric bike rated higher than 750watts, will need to be 17, registered with the county, provide a valid Class M motorcycle license and have insurance.

C. DISTURBING THE PEACE

There is a curfew on noise in the Beaver Lake Association area from 10:00 p.m. to 8:00 a.m Sunday through Thursday and midnight to 8:00 a.m Friday and Saturday. At no time is persistent excessive noise permitted. Construction, home maintenance and repair excluded. Violations are subject to Liquidated Damages.

D. LIQUIDATED DAMAGE SCHEDULE

As the injury that could result from a breach of the 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 Beaver Lake Association may have at law or at equity.

In addition to all liquidated damages listed in this schedule, a Regular member will be billed for any costs incurred by the Beaver Lake Association for appropriate damage repair, cleanup, or in collecting such liquidated damages and enforcing the covenants, rules and regulations of the Beaver Lake Association ("BLA"). Unless otherwise specifically provided to the contrary, the liquidated damages listed shall be per violation. For any repeat offense (unless otherwise specifically provided to the contrary), the fine will be double the last fine for that offense if the repeat offense is within 1 year of the prior offense.

The fines listed represent the maximum amounts that may be imposed.

1. TRAFFIC VIOLATIONS

Rule	Traffic Violations	Liquidated Damages
100	Stop Sign Violation	$50
102	Failure to Yield	$50
104	No Motorcycle Helmet	$50
105	No Vehicle Registration (no plates)	$50
106	Parking Violation	$50
107	Parking in Handicapped Zone	$50
108	Muffler Violation	$50
110	Improper Parking (against traffic)	$50
112	Destruction Street Signs	$50 Plus Restitution
113	Expired In-Transit Decal	$50
115	Improper use of Horn	$50
117	Speeding on Private Roadways	$100
118	Unlicensed Motorcycles Roadways	$50
119	Unlicensed Recreation Vehicles (roads)	$50
120	Blocking Snow route (right-of-way)	$50

121	Parking or Blocking of (right-of-way)	$50
122	Violation of any Lake Rule (handbook)	$50
123	Unlicensed driver on Beaver Lake Property	$50
124	No proof of insurance (Golf Cars, ATVs, UTVs)	$50
125	Improper GAU light / No GAU light	$50
126	Reckless driving / endangerment	$100

2. LAKE AND COMMON AREA VIOLATIONS

Rule	Lake and Common Area Violations	Liquidated damages
200	No Boat Sticker	$50
201	Illegal buoy	$50 w/ 2 weeks to comply
206	Fish Size Violation (lake/state rules)	$50 per offense
207	Disposal Fish remains (banks/ditches)	$50
208	Foul Language Common Areas	$50
209	Swimming (non-posted areas)	$50
210	Swimming (boat ramp areas)	$50
211	Boat Limit Size (handbook rules)	$100
212	Jet Ski, Boat & Like Powered Vessel Violation (handbook rules)	$100
214	Destruction of Beaver Lake or other Property	$100 + repair cost
215	Trespassing Dam and Spillway areas	$100
217	Drinking Alcohol on Association Roadways	$200
218	False Information to Obtain Boat Sticker	$500 + loss of lake privileges rest of year
219	Loud Exhaust System (boat/car)	$100
220	Unaccompanied Guests Using Lake Facilities	$100 1st, $250 2nd, and $250 and loss of privileges at the beach for 3 months for 3rd
224	Fictitious Boat Sticker	$500
225	No Lot Numbers Displayed on Watercraft	$100
226	Unattended Fishing Rod & Reels fine	$50
227	Violation of Lake Watercraft Handbook Rules	$100 1st, $250 2nd, and $250 and loss of privileges for all vessels stickered under all lots owned or leased by the member or associate member for 3rd offense
229	Shooting of any Guns on Beaver Lake Property	$250
231	No Wake Zone (handbook rules)	$50
233	Bait Seining on Beaver Lake	$100
236	Snowmobile on Association Roads	$50
239	Violation of Speed Limit on Lake	$50 1st, $250 2nd, and $250 & 3-month loss of boating privileges with that vessel for 3rd
240	Air Propelled Boat Operated on Lake	$100

241	Purchase of too Many Boats Stickers (handbook)	$250
242	Misuse of Boat Owner Information (for sticker)	$500
244	Suspension Violation Using Lake (Security request)	$250
245	Suspension Orders by Security, 1-day/3-days/7-days	$50
246	Improper Boat Light/No Boat Lights	$50
247	No Wake/Reckless Operation	$100 1st, $250 2nd, and $250 and loss of privileges for all vessels stickered under all lots owned or leased by the member or associate member for 3rd offense
248	No State Registration on Boat	$50
249	Misuse of Boat Dealer Application (State)	$250
250	Lightning Weather/Failure to Vacate Lake	$50
251	Obtaining Boat Sticker for Non-Lot Owner	$250 + loss of lake privileges rest of year
252	Use of Lake While not in Good Standing	$250 + loss of lake privileges rest of year
253	Breaking a Curfew	$50
254	Giving false/misleading information to the Association	$250
255	Any violation of posted or documented beach, pool or common area rules	$50
256	No Nebraska boater safety card on person	$50
257	Misuse of Beaver Lake Services	$50

3. ANIMAL VIOLATIONS

Rule	Animal Violations	Liquidated damages
300	Pets running at large	$50 1st, $75 2nd, and $100 per additional offense
301	Unlicensed Pet	$50
302	Expired Animal Tag	$25
303	Animals destructing property	$50 + cost of damage
304	Kennel fee (room board)	$50/$25 per day
305	Animal bites a person	$100
306	Lot Owner's Pet Harassing Other Pets	$50
307	Shooting Animal Unless Threatened by Animal	$250
308	Vaccines Not Current	$25
309	Unlicensed pet bites someone	up to maximum $500 fine

The Association reserves the right to correct and/or litigate any violation after notification, if said violation has not been corrected. In addition to the levied fine, the Lot Owner will be billed for the costs incurred. Any person making a complaint must come in and fill out a Request Form and sign it according to instructions on the Form.

4. NOXIOUS OR OFFENSIVE VIOLATIONS

Rule	Noxious or Offensive Violations	Liquidated damages
401	Violation of Emergency Water Regulations	$50
402	Open Burning	$100
404	No Camping permit	$50
405	*Illegal Storage or Dumping of Hazardous Materials	$500 + Cleanup
406	Violation of any State Law	$50
407	Litter, Clutter, Smell, and Trash rules	$50
408	Violation of Tree and Brush Disposal Site Rules and Regulations	$300 + Cleanup
409	Disposal of yard waste or yard applications into the lake (i.e. grass, leaves, mulch, herbicides and pesticides)	$100
410	Storage of Inoperable vehicle (outside)	$50
414	Parking Construction Equipment (roadway)	$50 per case
417	Tampering with Water Meters	$250
418	Tampering with any Lake Service	$250
426	Noise Complaint-Use of Muffler Cutout, Bypass	$75
427	Lewd Conduct on Beaver Lake Property	$100
428	Failure to remove cut aquatic weeds from lake (Sec IV, G)	up to $300
430	Threats to Beaver Lake Representatives	$500
431	Disturbing the Peace	$50-$500
432	Nuisance- Noxious of offensive activity determined by seller (in effect until abated as determined by seller)	$25 per week
433	Violation of Residential Area Covenant #7 – Failure to Maintain (in effect until abated as determined by seller)	$25 per week

* Hazardous Substances shall signify matter including but not limited to herbicides, chemicals, fungicides, pesticides, asbestos, petroleum and petroleum products, any flammable, explosive, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any materials or substances which are regulated by any federal, state, or local law, ordinance, rule, regulation, or policy relating to the protection of the environment.

Environment Regulation means any federal, state, or local law, ordinance, rule, regulation, or policy governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, emission, or disposal of any Hazardous Substance.

No Beaver Lake Regular member shall use, store, handle, produce, dispose of, discharge, take any other actions, or allow anyone else to take any of such actions, with respect to any Hazardous Substance in, at, on, under, or from such Regular member's property in any manner which violates any Environmental Regulation or which would or may cause any Hazardous Substance to spill, leach, or enter Beaver Lake in any manner. Within five (5) days after a Regular member is notified or otherwise becomes aware of any actual or potential violation or alleged violation of any environmental Regulation involving or relating to the Regular member's property or the discharge of any Hazardous Substance into Beaver Lake, such Regular member shall promptly notify the Beaver Lake Association of such actual or potential violation and promptly shall deliver to the Beaver Lake Association copies of any written materials that such Regular member may have or thereafter receive which pertain to or purport to give notice of such

actual or potential violation or alleged violation. Such Regular member, at such Regular member's expense, promptly shall conduct and complete all investigations, studies, sampling, testing, removal, and other actions necessary to clean up and remove any Hazardous Substances which may have been introduced into Beaver Lake or any other Regular member's property, all in accordance with and as required by any applicable Environmental Regulation and the orders and directions of the Beaver Lake Association and federal, state, and local governmental authorities having jurisdiction over such actions. Such Lot Owner shall provide the Beaver Lake Association and the Beaver Lake Association's agents or representatives with access to the Regular member's property and to Regular member's files and records at all reasonable times for the purpose of verifying the Lot Owner's files and records at all reasonable times for the purpose of verifying the Regular member's compliance with the requirements of this section.

5. CONSTRUCTION VIOLATIONS

Rule	Construction Violation	Liquidated damages .
500	Construction violations	Initial fine of $50+$25/week
501	No permit	Double normal permit fee plus an initial fine of $25
502	Set back requirements	Initial fine of $500 plus settlement agreement and Lot Owner shall be responsible for costs incurred
503	Erosion control	Initial fine of $50 plus $25 per week, full or partial, until violation is corrected.
504	Other rules	Initial fine of $50 plus $25 per week, full or partial, until violation is corrected. For portable toilet violations the fine will be the initial fine of $25 plus $25 per day until removed.
505	Utilities Damage	Fine of $150 per occurrence plus repair costs.
506	Approved Plans	Liquidated damages in the amount up to $10,000 will be assessed against any Lot Owner who fails to comply with approved plans for which a Beaver Lake Building Permit is required and where the cost of such Improvement is reasonably estimated to cost $5,000 or more on any Beaver Lake lot. A Stop Order will also be issued.
507	Stop Order	Liquidated damages of $50.00 plus $25.00 per week will be assessed for violations of a stop order

The following applies to construction materials and/or equipment on our roadways

508	Failure to remove and clean	Liquidated damages in the amount of $200 will be assessed for failure to remove construction material off and clean the roadway by 4:00 p.m.
509	Failure to use warning indicators	Liquidated damages in the amount of $200 will be assessed for failure to use warning indicators where required on the road or road right of way. Warning indicators are orange cones, reflective barricades, caution tape, warning signs, & etc.
510	Failure to remove material	Liquidated damages in the amount of $400 will be assessed for failure to immediately remove construction material blocking more than half the roadway
511	Failure to remove equipment	Liquidated damages in the amount of $400 will be assessed for failure to remove equipment from the road surface at the end of the day or failure to immediately remove equipment blocking more than half the road
512	Failure to obtain permission	Liquidated damages in the amount of $500 will be assessed for failure to obtain permission to place construction material or equipment on the roadway at construction sites
513	Failure to use warning indicators	Liquidated damages in the amount of $100 will be assessed for failure to use visible warning indicators where required on the road right of way Warning indicators are orange cones, reflective barricades, caution tape, warning signs, & etc. Warning must be given with adequate time for corrective action.

NOTE:
Remedies to clear a Stop Order **after paying liquidated damages** assessed by the Board of Directors:

- Obtain a Building Permit (if required)
- If regular member is in violation of previously obtained Building Permit:
  - Comply with previously approved plans; or
  - Submit altered plans for review; (cannot proceed without approved plans); or
  - Grade lot area back to original condition and terminate project.

E. BEAVER LAKE ASSOCIATION REQUEST HANDLING

1. Requests are issues or concerns that an Association member requests Board or office to take action on. Unlike complaints, Requests are positive in nature and meant to improve our community or suggest corrections to issues between members or with the Association. Requests usually include suggested solutions and must be submitted in writing on the following form to ensure prompt action by the Board/office and to avoid miscommunications.

2. Instructions:

a. Only a Regular member in good standing can file a Request Form. Please print your name so a response can be returned. If you so choose, your name will remain private so indicate your desires at the place indicated at the bottom of the form. Unsigned or unnamed Request Forms will be discarded without action unless it concerns safety or if the request is deemed necessary by the Board.

b. Please describe the Request. It can be an incident, violation of BLA ordinances, concerns, suggestions for improvement, etc. The description should contain enough information so the Association can understand your position and respond accordingly. You may be queried for additional information so please include your phone number at the place indicated at the bottom of the form. Avoid making a complaint. These are usually emotional and usually not conducive to productivity.

c. Suggested actions or solutions which you feel are appropriate will only aid in a prompt resolution of the Request. If you don't know of any, say so but indicate what action, if any, you want taken to satisfy the issue.

d. If applicable, please include the information on the member or person if a Request concerns action needed against him/her. All Requests in which this information is applicable will remain private according to Beaver Lake procedures.

e. Please enter your name and other information as indicated so we can file the Request and work with you for its resolution. Sign the form at the place indicated.

Beaver Lake Association Request Form

1. I, the undersigned, submit the following Request to the Beaver Lake Association:

Printed name:_____Date:_____

2. Description of the Request:_____

_____

_____

3. Suggested action or solution:_____

_____

_____

4. List the Handbook regulation, section, and subheading for which the request pertains:

_____

5. Property/Lot Owner against whom the Request is lodged (Fill in information below as applicable).

Name_____

Address_____

Lot Number_____

Vehicle Description_____

License Number_____
Location_____

6. Printed Name, address and phone number of the person making the Request. Fill in the appropriate information. Do you wish this to remain PRIVATE: (yes/no)_____
Signed_____

Address_____

Phone Number_____ Lot Number_____

7. When completed, please submit the form to the Beaver Lake office for processing. Contact the office at 235-2241 if you don't hear from us within 10 working days.

F. REMOVAL OF TRESPASSERS

The undersigned hereby certifies that they are the legal owners and members in good standing on Lot No._____ of the Beaver Lake Subdivision and hereby request that the Beaver Lake Association by and through its lawful representatives notify and request the removal of all individuals from the above referenced lot. Said removal shall be of all individuals unless the Lot Owner notifies the Association of individuals not to be excluded in writing by delivering the same to the Association office.

The undersigned herein also agrees to hold Beaver Lake Association or its agents and representatives harmless for any and all liabilities that may accrue to the Association by any action taken by the Association in furtherance of the request by the undersigned Lot Owner.

Dated_____

_____
Signed, Lot Owner

G. WATER RATIONING

1. Lawn Watering will be restricted depending on the lot address when the lake level drops 12" to 24" below full as measured at the spillway by the Operations Manager or his/her representative. Addresses which are an even number can water lawns on even calendar days and addresses which are an odd number can water lawns on odd calendar days.

2. Should the lake level drop below 24 inches the Board of Directors may decide if further restrictions are needed on watering of lawns.

H. RESOLUTION OF THE BEAVER LAKE HOMEOWNERS ASSOCIATION, INC. REGARDING CAMERA MONITORING SYSTEM

PURPOSE: To adopt a policy regarding the Association's use of a camera monitoring system on the Common Areas of the Beaver Lake community.

AUTHORITY: The Declaration of Covenants, Conditions, and Restrictions for Beaver Lake ("Declaration"), Articles of Incorporation, and Bylaws of the Association and Nebraska law.

EFFECTIVE DATE: March 20, 2024

RESOLUTION: The Association hereby provides notice of its adoption of the following policy concerning the use or operation of a camera monitoring system within the Association's Common Areas.

1. The Association utilizes video cameras in the Beaver Lake community located on the Association's Common Areas.
2. **The Association's cameras are solely for deterrence and evidence gathering. The cameras have not been installed to provide any guarantee of protection, safety, or security of residents, guests, their invitees, or their personal property.**
3. Cameras are live-stream and/or motion-sensor activated. Access to live video feed and stored images on-site or via remote login will be restricted to designated Board Member(s) and management personnel as approved by the Board. Any such person so designated by the Board shall be a System Administrator. Periodic logins by authorized personnel may be done for the limited purpose to verify that all cameras are working and focused and that images are properly recording, but authorized personnel may not always monitor any cameras in real time.
4. The Board of Directors reserves the right to allow persons designated in writing by the Board to review camera footage. Images from camera footage that have not been provided to any authorized persons as identified below may be deleted after 30 days or upon such schedule as determined by the Board or required by system storage limitations.
5. Distribution of camera footage will be limited to the following: (i) the Board of Directors or designated agents/representatives of the Board; (ii) the Association's managing agent; (iii) law enforcement personnel investigating a crime; (iv) security company personnel, if any; and (v) others who can produce a subpoena for needing the footage. The Association may impose reasonable limitations on use by authorized persons of footage, with the exception of law enforcement personnel in investigation of a crime.
6. Images from camera footage will not be posted on Association property or made available to residents in the community in general or the public via the Association's website or other social media, except as may be required by law enforcement personnel in investigation of a crime.

CERTIFICATION: The undersigned, being the President of Beaver Lake Homeowners, Association, Inc., certifies that the foregoing resolution was approved and adopted by the Board of Directors of the Association at meeting of the Board of Directors of the Association on March 20, 2024**.**

BEAVER LAKE HOMEOWNERS ASSOCIATION, INC.,
A Nebraska nonprofit corporation

By: _____Russ Parmer_____
President

SECTION VII

ELECTION PROCEDURES

BEAVER LAKE ASSOCIATION

A. GENERAL RULES

1. These Election Procedures are in addition to and not in lieu of the provisions of the Beaver Lake Association Covenants and Restrictions. In the event of any conflict between these Election Procedures and the provisions of the Covenants the Covenants shall govern and take precedence. The Board of Directors may approve the outsourcing of election functions and tasks to third parties that specialize in performing relevant election work.

2. The Association membership list will be available two days after the official Notice of Annual meeting and will consist of the names and addresses of all members, in alphabetical order showing the number of votes of each regular member is entitled to cast.

a. A regular member may inspect and copy the membership list after it is available and must give the Association written notice at least five business days before the member wishes to inspect and copy the list, at the member's expense. The member's written notice must be made in good faith, and for a proper purpose; it describes the reasonable particularity for the purpose of inspecting and copying the membership list, which must be directly connected to the purpose.

b. The membership list shall not be used for any commercial purpose; or sold to or purchased by any person; or to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association.

3. Computer listing "Official Record" shall be prepared within 48 hours of Annual Election date in order to have most current list available for checking ownership and membership in good standing. A regular member **in good standing**, for voting purposes, is defined as one for which all membership fees, special assessments, and any other charges applied to the member have been paid through and including the previous quarter as indicated by Association records.

4. Lessee of property and other associate members are not entitled to vote.

5. All clubs affiliated with Beaver Lake Association, such as, Ladies Auxiliary, Nature Club, Fishing Club, Dormant Club, etc. shall exercise equality towards all candidates. All or none of the candidates shall be invited to participate in a meeting when candidates are involved in campaigning for the election.

6. No person shall do any electioneering, visiting or loitering on Election Day in the polling place (Clubhouse) or within 50 feet of the front door entrance.

7. Prior to voting, sample ballots should be placed throughout the voting area. These ballots shall be marked as sample ballots.

8. Once the Election Committee starts counting the ballots, committee must continue to work as a unit until final count is completed and ballot materials are placed in storage.

9. No Election Committee member will participate in any election campaign for a candidate or issue.

10. All regular members have an option to vote either electronically by proxy or in person at the Clubhouse on Election Day. Members who choose to vote electronically must register no later than 4:00 p.m. on the last Friday in April.

11. Voting Notices
a. Voting Electronically by Proxy
(1) Annual Meeting. Regular members who choose to vote electronically by proxy will receive an email notice of the Annual Meeting (the notice explains the voting process) stating the place, day, and hour of the Annual Meeting as provided in the bylaws; plus the slate of candidates and ballot questions, if any.
(2) Special Election. Regular members who choose to vote electronically by proxy will receive an email notice of special election (the notice explains the voting process) stating the place, day, and hour of the special election as provided in the bylaws; plus the ballot question.

b. Voting with Paper in Person
(1) Annual Meeting. Regular members who choose to vote with paper in person will receive an election envelope, by mail, containing a notice of the Annual Meeting (the notice explains the voting process) stating the place, day, and hour of the Annual Meeting as provided in the bylaws; plus the slate of candidates and ballot questions, if any. All members voting in person must present a government issued identification card showing the voters name and photo prior to receiving a ballot. Examples of acceptable identification include but is not limited to; state driver's license, state identification card, US Passport and US Department of Defense card.
(2) Special Election. Regular members who choose to vote with paper in person will receive an election envelope containing a notice of the special election (the notice explains the voting process) stating the place, day, and hour of the special election as provided in the bylaws; plus the ballot question.

12. The Association Office will maintain a written ledger log of complaints received or referred with all pertinent details.

B. ELECTION COMMITTTEE

1. The duties of the Election Committee are to oversee election procedures, conduct the election, and count the votes cast during the election. Detailed steps are identified in the Election Committee Manual. Any regular member wishing to serve on this committee needs to apply using the BLA online committee application process or with the BLA office.

2. Committee member replacements shall be made according to the number of Board seats open in the same calendar year (thus 2, 2, and 3), and members will serve three-year terms. At the January Board of Directors meeting, the Board will name that year's Election Committee members and alternates.

3. Candidates
a. The Election Committee will accept until 4:00 p.m. on the last Friday of March via the Beaver Lake office the names of Regular members in good standing who apprise the committee of a desire to run as candidate for member of the Board of Directors. Names of candidates found to be in good standing as of 4:00 p.m. on the last Friday in March shall appear on the ballot.
b. Any Regular member who desires to run after 4:00 p.m. on the last Friday of March shall run as a write-in candidate. Any candidate engaged in or pursuing a write-in campaign shall file a notice of his or her intent with the office no later than 4:00 p.m. two Fridays prior to the election. Write-in candidate names shall not appear on the ballot.
c. Any Election Committee member who decides to run for the Board of Directors in the year of a given election must first resign officially from the Election Committee prior to submitting their candidacy.

4. The Election Committee shall report at the April Board of Directors meeting advising the Board of Directors of the names of Regular members being submitted as candidates who have consented to run for the Board of Directors. At this time the candidate will be allowed three (3) minutes to speak to the members present. This will be the only speaking time offered by the Board of Directors.

5. The Board of Directors shall act on the Election Committee recommendations at the April Board of Directors meeting.

C. CONDUCTING THE ELECTION

Conducting the election includes the following Election Committee tasks and responsibilities:
- Oversee and make recommendations regarding form and content of all election and annual meeting material.
- Develop clear instructions for voting.
- Provide ballots for all regular members.
- Advertise election--oversee material to be included for the Beaver Lake News on the website.
- Maintain ballot table on Election Day.
- Count ballots.
- Certify and furnish results to the Board of Directors after count is completed.
- Handle and store ballots and all papers relating to results of election in area provided for in the office at the clubhouse.

1. Format Ballots

a. All ballots shall include a number of lines for write-in candidates to equal the number of open positions.
b. The Official Ballot shall include all items submitted by regular members for voting on as provided in the bylaws, Article II.

2. Advertise the Election
a. February Beaver Lake News
Provide material for the February "Beaver Lake News" on the official Beaver Lake website regarding the election and the Annual Meeting.
b. April and May Beaver Lake News
A photograph of each candidate and a statement of up to 300 words in length in support of his or her candidacy should be submitted by the candidate. All information to be published must be submitted to the BLA office by the deadline set by the Board of Directors.

3. Maintain Ballot Table on Election Day
a. Two (2) hours before the annual meeting begins on Election Day, the Election Committee and the balloting materials shall be in the annual meeting area ready to receive voters. Only members in good standing shall receive a ballot. The Official Record shall be marked to indicate who voted.
b. Only regular members in good standing are entitled to vote. Regular members not in good standing and wishing to vote in the annual election may vote prior to the close of voting, upon appropriately resolving the circumstances of not being in good standing, to the satisfaction of the Association. The Election Committee shall verify on the Official Record (computer listing of Regular members in alphabetic order) that a Regular member who wishes to vote is in good standing.
c. A member of the Election Committee shall give the voter an Official Ballot. The Official Record shall be marked next to the regular member's name indicating that the regular member has received an Official Ballot.
d. A sealed box shall be placed on or near the ballot table for Regular members to place their ballots in after voting.
e. Voting shall be made available two (2) hours prior to the Annual Meeting being called to order and continue until the director in charge of the Annual Meeting announces that the election is closed. No ballots will be accepted by the Election Committee after closing is announced.

4. Count Ballots on Election Day Only, After the Poll Closes
a. Electronic ballots are counted electronically.
b. Paper ballots shall be counted only by the members of the Election Committee acting as a unit. No one shall be present during the counting of ballots except the committee members, Board approved designated observers, the Managing Director and the Association Attorney. A limited number of Regular members in good standing, chosen at random and approved by the Board Directors, and non-candidate Board Members may qualify as designated observers.
c. Write-In Votes: Voters naming write-in candidates must include the candidate's first and last names. Cumulative voting is prohibited; each ballot shall deliver a maximum of one

vote per candidate. Ballots failing to comply shall be deemed non valid.
d. The Election Committee will count election ballots until the Committee is satisfied the count is correct. A statement shall be prepared showing number of votes cast for each nominated candidate and for each officially filed write-in candidate. In the event there is a difference of 10 votes or fewer between any candidates, where ten votes or fewer could alter the results of the election:

(1) candidates affected may request a recount at no charge;
(2) candidates not affected may also request a recount. Such a recount must be approved by the Board of Directors and shall be conducted only after the candidate making the request has paid a $75 recount fee to the Beaver Lake Association.

5. The Board shall be advised of the final count.

6. All Official Ballots, including unused ballots, shall be retained for storage.

7. Furnish Results
The Committee Chairperson shall provide a statement showing results of the election to the Board of Directors immediately after the count of ballots has been completed. If there is a tie, the Board of Directors shall break the tie by drawing lots when more than two candidates are tied, or by flipping a coin when only two candidates are tied. Results of the election shall be announced by the Board of Directors and included in the minutes of the meeting. Results of the election shall include the number of invalid ballots and the reason for each exclusion and shall be published in the newsletter.

8. Store Ballots
a. Store Official Ballots and all papers relating to results of the election in a sealed box in the office at the Clubhouse. Such papers include but are not limited to the following:

(1) Official Ballots, both valid and invalid.
(2) Paper worksheets (printed electronic vote results document, tally sheets, other paper materials).
(3) Statement showing results of election.

b. The sealed box shall have the following notation shown thereon:

(1) Date of election.
(2) Names of Election Committee members present.
(3) A notice saying “Do not open or destroy before destruction date unless a majority of the Election Committee members is present.”

c. Sealed election material is considered private and can be re-opened only by directive of the Beaver Lake Board to the Election Committee.
d. Documents of election shall be retained for six years and then destroyed by the Managing Director. All documents will be shredded before disposal.

D. PETITIONS REFERENCES

1. Bylaws, Article II, Section 4 describes requirements for member initiative to be decided at a general election.

2. Bylaws, Article III, Section 13 describes requirements for member referendums to be decided at a special election.

3. Petition Process

a. The ballot proposal of the petition shall be visible at the top of each sheet of signatures.

b. Those who collect signatures shall be Beaver Lake property owners and members in good standing, per law.

c. Those who collect signatures shall witness signing.

d. Those who collect signatures shall provide their own signatures and lot numbers plus the date at the bottom of each page of signatures.

e. Signatures collected shall also include date, printed name, and lot number.

f. One signature per membership is permitted.

g. Submitted petitions shall contain signatures from a minimum of ten percent (10%) of the entire membership in good standing as shown from the books of the Association.

4. Petition Validation

a. The Board shall accept proposed ballot petitions from petitioners authorized to do so and deliver them to the Election Committee, as well as the Association attorney for legal review and validation.

b. The Election Committee shall verify signatures and correct petition process within ten (10) working days. Validation will be based on the official list for members in good standing compiled on the date the petition was submitted.

c. The Election Committee shall notify the Board at or before the next scheduled Board meeting when signature and process validation is complete, and assuming the petition satisfies the Association attorney legal review and validation, petitioners, authorized to do so, will present the validated petition to the Board.

d. For special elections, the Board will select a date for ballot voting for validated ballot initiatives to be held within 90 days of receiving signature verification from the Election Committee.

e. For validated member initiatives included in a general election, a ballot initiative shall be added to the official ballot.

f. For special elections, a ballot initiative shall comprise the ballot.

g. For special elections, the Board will notify the Election Committee of the election date within ten (10) days of receipt of signature and process certification and attorney validation.

h. Proxy mailing will be sent three weeks before an election.

i. Member initiative swill comply with all government laws, rules and regulations, as well as the Association covenants and bylaws. The precise wording of the initiative to be placed on the ballot will conform to guidance provided by the Association attorney.

E. VOTING PROCEDURES FOR SPECIAL ELECTIONS

1. Voting procedures apply as for a general election and will comply with all Covenants and Restrictions, as well as government laws, rules, and regulations.

2. Bylaws, Article II, Sections 3, 4, and 6 and Article X delineate voting and election restrictions.

3. Handbook Section VII, Paragraphs A and C define procedures for all elections, including special elections.

SECTION VIII

HOMESTEAD RESOLUTION

BEAVER LAKE ASSOCIATION

RESOLUTION

WHEREAS, the Board desires to standardize the treatment and interaction with Association member regardless of the number of lots owned by said Regular members.

AND WHEREAS, the Beaver Lake Association Board of Directors has determined that it is in the best interest of the Association and consistent with the above proposition that the bylaws of the Association should be amended regarding the Association's current regulations pertaining to Homesteading.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That applications for Homesteading pursuant to the Rules and Regulations and Bylaws of Beaver Lake Association will no longer be accepted after the 1st day of September 1993.

2. That after the 1st day of September 1993, the only properties that will be recognized as "Homestead" by the Association will be those Regular members who have registered their lots using current "Homestead Agreement" with the Beaver Lake Association at the Association's office.

3. That after the 1st day of September 1993, any applications to the Association for consideration regarding the merging of lots for a discounted dues status shall be by Board Regulations.

4. Said Board Regulations shall include the following:

   a. Mandatory replatting of the subject lots so that the subject lots will be merged into one replatted lot.

   b. Replatting shall only be granted by an affirmative showing by the Regular member of hardship or other good cause as set forth by Board of Directors Regulation.

   c. Any replatting shall require a variance issued by the Board of Directors, the usual variance procedures shall be applicable to all replatting application.

   d. Any lots receiving a variance and designated for replatting shall have executed and filed against said property with the Cass County Register of Deeds an instrument providing that if said lots are ever subdivided, then as a condition of said Subdivision the owner of record at

that time shall pay a sum to the Association that is representative of the dues that were abutted for the period of time said property was replatted.

5. All current valid Homesteads as defined in paragraph two (2) above as of September 1, 1993 shall have the following rights:

a. Apply and receive approval from the Board of Directors for the replatting of said lots conditional only by paragraph four-D (4D) above.

b. Elect to continue Homesteading pursuant to the current rules and regulations for the interim period not to exceed the date of September 1, 1998 at said time all Homestead and any right that inured thereto shall be dissolved.

Passed and approved this 15 day of April 1993.

Bob Hague_____
Secretary

Duane Burson_____
President

Voting Aye	Voting Nay
Les Beister - Vice President	_____
John Wagner_____	_____
Walt Jensen_____	_____
Bill Swarbrick_____	_____
Bill White_____	_____

SECTION IX
CODE OF ETHICS
BEAVER LAKE ASSOCIATION

1. Introduction

As a matter of fundamental principle, the Beaver Lake Association community should adhere to the highest level of ethical standards. To help preserve and advance member trust and confidence in Beaver Lake Association, its representatives have a strong obligation to act always in the highest ethical and moral manner.

2. Honesty and Integrity

Association representatives and prospective representatives should conduct Association activities with honesty and integrity. They should be truthful in communicating and should seek to provide factually correct, current, complete, and accurate information at all times.

3. Compliance with Applicable Laws, Regulations, and Rules

Association representatives and prospective representatives should seek to comply fully with all applicable laws, regulations and rules. They shall consider only legally compliant measures. They should embrace the spirit of such laws in addition to mere compliance.

4. Professionalism

Association representatives and prospective representatives should conduct Association activities in a fair and the upmost professional manner and should treat others with respect and civility at all times while representing Beaver Lake Association.

5. Due Diligence and Best Efforts

Association representatives and prospective representatives should vigorously and diligently advance and advocate the Association's interests.

SECTION X
BUSINESS, OPERATIONS AND STAFF
BEAVER LAKE ASSOCIATION

1. Managers who have cause to terminate/fire a Beaver Lake Association employee shall inform the Board of Directors of the action taken within five business days. The Board of Directors will review the proposed adverse action and my elect to consider any appeal or mitigating circumstances from the employee.

TABLE OF CHANGES

Below is the table of the Document Control Forms (DCF) incorporated beginning in 2002. Missing numbers have not been approved by the Board

DCF (Sec-PPH)	Date	Changes	Edition
DCF 001 (4-G)	23-Dec-01	Commercial Parking	2005
DCF 002 (4-L)	13-Jan-02	Ban on Burning	2005
DCF 004 (3-L.6)	4-Feb-02	Boat ramps	2005
DCF 005 (3-I.3)	4-Feb-02	Mobile homes	2005
DCF 006 (3-I.3)	4-Feb-02	Mobile home skirting	2005
DCF 007 (3-F.2.b)	4-Feb-02	Stoops	2005
DCF 008 (3-H)	20-Mar-02	Minimum dwelling sizes	2005
DCF 009 (3-C.15.b)	2-Apr-02	Adds fences and walls to variance exemptions	2005
DCF 010 (3-F.2)	2-Apr-02	Shed sizes	2005
DCF 011 (3-F.2.b)	2-Apr-02	Uncovered stoops	2005
DCF 012 (3-F.2.c)	2-Apr-02	Uncovered rear decks	2005
DCF 013 (3-P)	2-Apr-02	Screening tanks on nonresidential lots	2005
DCF 014 (3-T.2)	2-Apr-02	Improvements on right of ways	2005
DCF 015 (3-Q.3)	2-Apr-02	Right of way maintenance	2005
DCF 016 (3-N.5)	2-May-02	Signage Permission	2005
DCF 017 (2-S2.4)	6-May-02	Member Initiative	2005
DCF 019 (4-L.2)	13-Jun-02	Campfire description	2005
DCF 020 (4-B.5&6-A.2)	11-Jul-02	Curfew	2005
DCF 021 (3-L)	26-Jul-02	DockSize	2005
DCF 022 (3-I.2)	7-Aug-02	Mobile Homes Allowed	2005
DCF 023 (4-G.5)	8-Aug-02	Parking commercial vehicles	2005
DCF 024 (3-E.1.e)	12-Aug-02	Removed old E.1.e for mobile home pictures	2005
DCF 025 (3-E.4)	15-Aug-02	Grandfathering pre-existing structures	2005
DCF 026 (5-C.16)	17-Sep-02	Loud Muffler Clarification	2005
DCF 027 (3G.2)	23-Sep-02	Bubbler restrictions (rescinded in 2005)	2005
DCF 028 (3-G.7)	19-Oct-02	Gas Water Pumps Disallowed	2005
DCF 034 (2-S2.2.3)	13-May-03	Bylaw Change eliminating Finance Committee	2005
DCF 035 (3-W)	14-May-03	Bld Code Change for Water Hookups	2005
DCF 036 (3-R.3)	4-Aug-03	Variances	2005
DCF 037 (3-H.2)	14-Aug-03	Noxious Fumes	2005
DCF 038 (6-4)	14-Aug-03	Dumping Hazardous Material in Lake	2005
DCF 039 (3-I.4)	11-Nov-03	Boat slip restrictions	2005
DCF 040 (3-G&6 Misc)	16-Dec-03	Removal of Reference to Bubblers	2005
DCF 041 (3-E.1)	12-Jan-04	Bld Permit Procedure Enhancement	2005
DCF 042(3-H.2)	12-Jan-04	Dwelling Address	2005
DCF 043 (4-3.B.f)	18-Mar-04	Prohibits Clubhouse Smoking	2005
DCF 044 (4-E.7)	25-Mar-04	Removes Road Paving Plan	2005
DCF 045 (5-C.23)	2-Jun-04	Test Drive of Boats	2005
DCF 046 (3-H.7)	9-Jun-04	2 car Garages	2005
DCF 047 (5-C.1.h)	19-Aug-04	Buoy, Swim Platform restrictions	2005
DCF 048 (5-C.4)	19-Oct-04	Night speed limits on lake	2005
DCF 049 (7-all)	19-Aug-04	New Election Procedures	2005
DCF 050 (3-D.2)	19-Aug-04	Portable Toilet Longevity	2005

DCF 051 (3-U.2)	19-Oct-04	Utility Deposit Return Date	2005
DCF 052 (4-A.4)	19-Oct-04	Campground charges	2005
DCF 053 (4-B.1.a)	19-Oct-04	Clubhouse fee increases	2005
DCF 054 (4-C.3.d)	19-Oct-04	Pool rental fees & hours	2005
DCF 055 (4-K.3)	19-Oct-04	pet handling	2005
DCF 056 (3-U.1)	19-Oct-04	Construction Deposit increase	2005
DCF 057 (2-S2)	19-Oct-04	Allows Board members on a committee	2005
DCF 058 (5-C.11.a)	18-Nov-04	Raising the Boater Safety Course from 16 to 18	2005
DCF 059 (5-C.17)	19-Oct-04	Disallowing wake surfing.	2005
DCF 061 (6-D)	18-Nov-04	Water Rationing for lake level	2005
DCF 062 (3-C.15.h)	18-Nov-04	Gas Generators During Construction	2005
DCF 063 (3-C.15.i)	18-Nov-04	Overhangs into Setbacks	2005
DCF 064 (3-H.8)	18-Nov-04	Roof Pitch	2005
DCF 065 (3G.3)	18-Nov-04	Silt Fences	2005
DCF 066 (3-N.3)	18-Nov-04	Eliminates all Mercury Vapor type Lighting in Jan 07	2005
DCF 067 (6-5 note)	18-Nov-04	Adds fine for violation of a stop order (proj < $5k)	2005
DCF 068 (2-S9)	18-Nov-04	Notification of Sale or Transfer of Lot	2005
DCF 069 (3-T.2)	18-Jan-05	Mailbox Placement	2005
DCF 070 (5-F.8)	18-Jan-05	Ice Shacks	2005
DCF 071 (3-C.5)	18-Jan-05	Backflow Devices	2005
DCF 003 (Covenant)	16 Mar 06	Roof Pitch	2006
DCF 029 (Covenant)	16 Mar 06	Utility Fees	2006
DCF 031 (Covenant)	16 Mar 06	Covenant Change Guidance	2006
DCF 032 (Covenant)	16 Mar 06	Change Min Length and Width	2006
DCF 033 (Covenant)	16 Mar 06	Defines Modular Homes	2006
DCF 072 (5-C.19)	21 Apr 05	Boat Measuring Procedures	2006
DCF 073 (6-A 2nd ph)	19 May 05	Liquidated Damages plus Cost	2006
DCF 074 (5-C.2)	19 May 05	Stickers Due 1 May	2006
DCF 075 (6-A.4)	21 Jul 05	Disturbing the Peace, Fine $25	2006
DCF 076 (5-C.1.e)	21 Jul 05	Elimination of non-powered boat stickers	2006
DCF 077 (4-b.3.a)	15 Dec 05	Limit non-rental guests to 15 without coordination	2006
DCF 078 (3-U.1)	18 Aug 05	Limits time to claim damage deposit to 18 months	2006
DCF 082 (6-B)	15 Dec 05	Replace Complaint form with a Request Form	2006
DCF 083 (3-G.1)	15 Dec 06	Sand Beaches	2006
DCF 084 (3-D + U Tbls)	17 Jan 06	Construction Completion Limits	2006
DCF 085 (Covenant)	16 Mar 06	Removes “recreational” from Association purpose”	2006
DCF 086 (Covenant)	16 Mar 06	Replaces UBCs with IBCs (building codes)	2006
DCF 087 (5-C.25)	16 Feb 06	Prohibition of Flying Devices	2006
DCF 088 (5-F.5)	16 Mar 06	Removes Fish Limits—puts them on Signs	2006
DCF 089 (Covenant)	16 Mar 06	Change name from Corporation to Association	2006
DCF 090 (Covenant)	16 Mar 06	Covenant Publishing to changes only	2006
DCF 091 (3-P.7) (6-A-2 R 214)	20 Apr 06	Propane Tank Liability	2006
DCF 092 (3-P.6.c)	20 Apr 06	Propane Tank Installation Instructions	2006
DCF 093 (4-G.1)	20 Apr 06	Large Lot Mowing Charges	2006
DCF 094 (4-B.3.a)	20 Apr 06	Removal of Kitchen Rental Fee	2006
DCF 095 (3-G.3)	28 Jun 06	Erosion Control, Silt Fences	2007
DCF 096 (4-G.4)	28 Jun 06	Removal of Dead Trees	2007
DCF 097 (3-Q.1)	28 Jun 06	Erosion Control of New Lots	2007

DCF 098 (4-A.8	10 Jul 06	Camping Rules Posted	2007
DCF 099 (7-A.10)	10 Jul 06	Election Submittal Clarification	2007
DCF 100 (4-C.2.b)	13 Jul 06	Safety at the Pool, Clubhouse, Beach	2007
DCF 101 (5-B.1)	13 Jul 06	Size of Parties	2007
DCF 103 (4-B.3)	15 Feb 07	Clubhouse Rental Changes	2007
DCF 105 (3-N.2)	18 Jan 07	Dog Kennels	2007
DCF 106 (3-H.1)	18 Jan 07	House Sizes for Equestrian Lots	2007
DCF 107 (3-N.3)	6 Feb 07	Exterior Lighting	2007
DCF 108 (2-VII.S2)	15 Feb 07	Dues Payment Changes for ACH procedures	2007
DCF 109 (IV.G)	18 Oct 07	Mowing and Property Maintenance	2009
DCF 111 (V1.20.I5)	17 May 07	Lake, Habitat, Fisheries Committee	2009
~~DCF 112 (VII.3.4.78)~~			2009
Supersede by DCF 131	20 Sept. 07	Election Procedures-Election Committee	
~~DCF 113 (VII.34.81)~~			2009
Supersede by DCF 131	21 June 07	Election Procedures-Conducting Election	
DCF 114 (2.2.15)	21 June 07	By Laws, Members, Meeting of Members	2009
DCF 115	19 July 07	Handbook Bylaws	2009
~~DCF 116 (VII.74)~~			
Supersede by DCF 131	20 Sept 07	Election Procedures	2009
DCF 118 (III)	17 April 08	Beaver Lake Handbook Section 3 Detached Garages	2009
DCF 120 (III)	20 March 08	Beaver Lake Handbook Section 3 Bldg Code F4 Setback – Windows, Fireplaces	2009
DCF 121 (III,F)	20 March 08	Beaver Lake Handbook Section 3 2.b. Setback – Stoops, Steps	2009
DCF 130 (IVH1)	15 January 09	Beaver Lake Handbook Section IV H 1 Sale of Assets	2009
DCF 131 (VII)	19 March 09	Beaver Lake Handbook Section VII Election Procedures	2009
DCF 132 (IX)	16 April 09	New section of Beaver Lake Handbook Section IX Ethics	2009
DCF 133	21 May 09	Complaint Form Update	2009
DCF 134 (IV)	21 May 09	Beaver Lake Handbook Section IV B 3 Clubhouse rentals on observed holidays	2009
DCF 135 (III)	9 April 09	Beaver Lake Handbook Section III Table U-2 Utility Deposits	2009
DCF 136 (IV)	9 April 09	Beaver Lake Handbook Section IV G 1 Mowing Fee Increase	2009
DCF 138	17 Sept 09	Beaver Lake Handbook Section III D 2 o Portable Toilet deposit and fee	2009
DCF 139	17 Sept 09	Beaver Lake Handbook Section III J Garage wording changed	2009
DCF 140	15 Oct 09	Beaver Lake Handbook Section II V Section 2 Finance Committee Membership	2009
DCF 141	17 Dec 09	Beaver Lake Handbook Section III T Paragraph 2 Snow damage to mailboxes	2009
DCF 147	16 Sept 10	Beaver Lake Handbook Section II Article II Sec 11 Membership List	2010
DCF 142	21 Oct 10	Beaver Lake Handbook Section VII A 2 Candidate Mailings	2010
DCF 144	21 Oct 10	Beaver Lake Handbook Section VII C 3c Payments on Election Day	2010

DCF 145	21 Oct 10	Beaver Lake Handbook Section VII C 3d Official Ballot Color	2010
DCF 146	21 Oct 10	Beaver Lake Handbook Section VII C 4b (6) Ballot Count	2010
DCF 148	21 Oct 10	Beaver Lake Handbook Section IV B 3a (9) CH Party Size Requiring Security	2010
DCF 149	21 Oct 10	Beaver Lake Handbook Section IV B 3g CH Party Size Requiring Security	2010
DCF 150	21 Oct 10	Beaver Lake Handbook Section IV A 14 Campground Restrooms	2010
DCF 151	21 Oct 10	Beaver Lake Handbook Section IV C 2b Food & Drinks at Pool	2010
DCF 152	21 Oct 10	Beaver Lake Handbook Section IV G 4 Lot Maintenance, Protection from Erosion	2010
DCF 153	21 Oct 10	Beaver Lake Handbook Section V C 25 Flying Water Sport Products	2010
DCF 154	21 Oct 10	Beaver Lake Handbook Section III B 41 Pergola – definition	2010
DCF 155	21 Oct 10	Beaver Lake Handbook Section III M 7 Pergola – restrictions	2010
DCF 156	21 Oct 10	Beaver Lake Handbook Section III F 3 Add Pergola to exceptions w/in 50’ setback	2010
DCF 157	18 Nov 10	Beaver Lake Handbook Section IV C 2a Age of children unattended at pool	2010
DCF 158	18 Nov 10	Beaver Lake Handbook Section III F 2b House steps setback restrictions	2010
DCF 159	21 Oct 10	Beaver Lake Handbook Section III N 1 Add Wrought Iron Fence	2010
DCF 160	18 Nov 10	Beaver Lake Handbook Section VI A Liquidated damages on repeat offenses	2010
DCF 161	16 Dec 10	Beaver Lake Handbook Section II Article VII Cost for Breaking a Homestead	2010
DCF 162	16 Dec 10	Beaver Lake Handbook Section IV B Pavilion Trash	2010
DCF 164	17 Mar 11	Beaver Lake Handbook Section V C Zebra Mussel Certification for Boat Sticker	2011
DCF 165	17 Mar 11	Beaver Lake Handbook Section V C Invasive Species Inspection for Watercraft	2011
DCF 166	17 Mar 11	Beaver Lake Handbook Section V A Invasive Species Inspection for Watercraft	2011
DCF 167	17 Mar 11	Beaver Lake Handbook Section V C Test Boats Invasive Species Inspection	2011
DCF 168	17 Mar 11	Beaver Lake Handbook Section V C Contractor Vessel Invasive Species Inspection	2011
DCF 169	17 Mar 11	Beaver Lake Handbook Section V F No Disposal of Unused Bait	2011
DCF 170	21 Apr 11	Beaver Lake Handbook Section III S Appeals Committee Members	2011
DCF 171	21 Apr 11	Beaver Lake Handbook Section III H House entry door regulations	2011
DCF 172	21 Apr 11	Beaver Lake Handbook Section V A Invasive Species Inspection (add to DCF 166)	2011
DCF 173	18 Aug 11	Beaver Lake Handbook Section III Wording on Board approval of build permits	2011

DCF 174	18 Aug 11	Beaver Lake Handbook Section III Culvert length	2011
DCF 175	18 Aug 11	Beaver Lake Handbook Section III Exterior lighting	2011
DCF 176	15 Dec 11	Beaver Lake Handbook Section III Speeding violation fine	2011
DCF 177	19 Jan 12	Beaver Lake Handbook Section VI Utilities damage fine	2012
DCF 178	16 Feb 12	Beaver Lake Handbook Section V Fish Limits	2012
DCF 179	15 Mar 12	Beaver Lake Handbook Section III Parking on Road ROW	2012
DCF 180	15 Mar 12	Beaver Lake Handbook Section IV Parking on Road ROW	2012
DCF 181	20 Sept 12	Beaver Lake Handbook Section II Committee Membership Application	2012
DCF 183	18 Oct 12	Beaver Lake Handbook Section II Teleconferencing for Meetings	2012
DCF 184	15 Nov 12	Beaver Lake Handbook Section II Informal Action by Committee	2012
DCF 185	15 Nov 12	Beaver Lake Handbook Section IV Pavilion Fee	2012
DCF 186	17 Jan 13	Beaver Lake Handbook Section III Setback Restrictions / Accessory Buildings	2013
DCF 187	17 Jan 13	Beaver Lake Handbook Section III Setback Restrictions / Stoops & Decks	2013
DCF 188	17 Jan 13	Beaver Lake Handbook Section III Dwellings / Stairway, Deck, Landing	2013
DCF 189	17 Jan 13	Beaver Lake Handbook Section III Misc. Improvements / Kennels	2013
DCF 190	17 Jan 13	Beaver Lake Handbook Section III Dwellings / Houses on Mobile Home Lots	2013
DCF 191	17 Jan 13	Beaver Lake Handbook Section IV Clubhouse & Beach Curfew	2013
DCF 192	17 Jan 13	Beaver Lake Handbook Section III Boathouse Definition	2013
DCF 193	17 Jan 13	Beaver Lake Handbook Section III Garage / Concrete Driveway	2013
DCF 194	17 Jan 13	Beaver Lake Handbook Section III Boathouses	2013
DCF 195	17 Jan 13	Beaver Lake Handbook Section VI Water Rationing	2013
DCF 196	21 Feb 13	Beaver Lake Handbook Section II Committee Membership	2013
DCF 197	21 Feb 13	Beaver Lake Handbook Section V Fish Inspection	2013
DCF 198	21 Feb 13	Beaver Lake Handbook Section V Fish Inspection	2013
DCF 199	21 Mar 13	Beaver Lake Handbook Section II Rules Changes & DCFs	2013
DCF 200	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 201	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013

DCF 202	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 203	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 204	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 205	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 206	15 Aug 13	Beaver Lake Handbook Section VII Election Procedure	2013
DCF 207	15 Aug 13	Beaver Lake Handbook Section III Accessory Building	2013
DCF 208	19 Sept 13	Beaver Lake Handbook Section III Front Door Placement	2013
~~DCF 209~~ **Supersede by DCF 219**	18 Dec 14	Beaver Lake Handbook Section III Boat Lifts	2014
DCF 210	19 Sept 13	Beaver Lake Handbook Section VI Stop Order and Construction Violations	2013
DCF 211	21 Nov 13	Beaver Lake Handbook Section III Exterior and Pole Lighting	2013
DCF 212	19 Dec 13	Beaver Lake Handbook Section III Building Permit Fee Table	2013
DCF 213	16 Jan 14	Beaver Lake Handbook Section III Building Permit Code Update	2014
DCF 215	19 June 14	Beaver Lake Handbook Section V Boating Regulations	2014
DCF 216	17 July 14	Beaver Lake Handbook Section II Discipline & Enforcement	2014
DCF 217	18 Sept 14	Beaver Lake Handbook Section III Erosion Control / Culverts	2014
DCF 218	18 Sept 14	Beaver Lake Handbook Section IV Brush Site Regulations	2014
DCF 219	19 Feb 15	Beaver Lake Handbook Section III Boat Lifts	2015
DCF 220	21 May 15	Beaver Lake Handbook Section II Associate Members	2015
DCF 221	18 June 15	Beaver Lake Handbook Section VI Golf Cars, ATV's, UTV's	2015
DCF 222	18 June 15	Beaver Lake Handbook Section VII Election Procedures Write-Ins	2015
DCF 223	18 June 15	Beaver Lake Handbook Section VI Traffic Violations	2015
DCF 224	18 June 15	Beaver Lake Handbook Section V Non-Powered Watercraft	2015
DCF 225	18 June 15	Beaver Lake Handbook Section III Recreational Vehicle & GAU Definition	2015
~~DCF 226~~ **Supersede by DCF 227**	20 Aug 15	Beaver Lake Handbook Section VI Disturbing the Peace	2015
DCF 227	17 Sept 15	Beaver Lake Handbook Section VI Disturbing the Peace	2015
DCF 228	17 Sept 15	Beaver Lake Handbook Section III Erosion Control & Boat Lifts/Docks	2015
DCF 229	17 Sept 15	Beaver Lake Handbook Section III Boat Docks/Slips/Lifts Maintenance	2015

		Beaver Lake Handbook Section V	
DCF 230	15 Oct 15	Boating Regulations Wake/Closure Restrictions	2015
		Beaver Lake Handbook Section III	
DCF 231	15 Oct 15	Building Code Boathouse Restrictions	2015
		Beaver Lake Handbook Section III	
DCF 234	21 Jan 16	Building Code Utility Tapping & Turn On/Off Fees	2016
		Beaver Lake Handbook Section V & VI	
DCF 235	21 July 16	Watercraft Maneuvers and Targeting	2016
		Beaver Lake Handbook Section III & VI	
DCF 236	15 Dec 16	Construction Material on Roadway	2016
		Beaver Lake Handbook Section III	
DCF 237	19 Jan 17	Building Time Frames	2017
		Beaver Lake Handbook Section III	
DCF 238	17 Feb 17	Structure Addition Cost & Time Limit	2017
		Beaver Lake Handbook Section VI	
DCF 239	20 Apr 17	Noise Restriction Time Frame	2017
		Beaver Lake Handbook Section V & VI	
DCF 240	18 May 17	Unattended Fishing Rod & Reels	2017
		Beaver Lake Handbook Section VI	
DCF 241	17 August 17	Giving false/misleading information violation	2017
		Beaver Lake Handbook Section IV	
DCF 242	21 Sept 17	Road Right of Way	2017
		Beaver Lake Handbook Section III & VI	
DCF 244	21 Sept 17	Road Right of Way	2017
		Beaver Lake Handbook Section II	
DCF 245	19 Oct 17	Bylaws Members Sons & Daughters	2017
		Beaver Lake Handbook Section II	
DCF 246	19 Oct 17	Bylaws Members Leasing	2017
		Beaver Lake Handbook Section V	
DCF 247	16 Nov 17	Boat Regulations Registration	2017
		Beaver Lake Handbook Section V	
DCF 248	16 Nov 17	Boat Regulations Size Weight	2017
		Beaver Lake Handbook Section V	
DCF 249	21 Dec 17	Boat Regulations Powered Boats	2017
		Beaver Lake Handbook Section III	
DCF 250	21 Dec 17	Garage Size	2017
		Beaver Lake Handbook Section III	
DCF 251	15 Mar 18	Propane Tank Fence/Screen	2018
		Beaver Lake Handbook Section III	
DCF 252	19 Apr 18	Boat Docks, Slips, Ramps & Lifts	2018
		Beaver Lake Handbook Section V	
DCF 253	17 May 18	Lake Rules; Sticker Vessels	2018
		Beaver Lake Handbook Section V	
DCF 254	18 Aug 18	Lake Rules; No Wake Lights	2018
		Beaver Lake Handbook Section V	
DCF 258	20 Sept 18	Lake Rules; Boat Registration	2018
		Beaver Lake Handbook Section V	
DCF 259	20 Dec 18	Lake Rules; Water Towing	2018
		Beaver Lake Handbook Section V	
DCF 260	20 Dec 18	Lake Rules; Boat Regulations	2018
		Beaver Lake Handbook Section IV	
DCF 261	21 Feb 19	BLA Property; Clubhouse Rental	2019
		Beaver Lake Handbook Section IV	
DCF 262	21 Feb 19	BLA Property; Sale of Property	2019

DCF 263	21 Feb 19	Beaver Lake Handbook Section III Fee Schedule; Building Time Limits	2019
DCF 264	20 June 19	Beaver Lake Handbook Section VII Election Procedure; Candidate Mailing List	2019
DCF 265	19 Sept 19	Beaver Lake Handbook Section V Lake Rules; Aquatic Invasive Species Sticker	2019
DCF 266	19 Sept 19	Beaver Lake Handbook Section VI Violations; Boating Operation Fines	2019
DCF 267	19 Sept 19	Beaver Lake Handbook Section VI Violations; Lake Speed Limit Fines	2019
DCF 268	19 Sept 19	Beaver Lake Handbook Section VI Violations; Unaccompanied Guest Fines	2019
DCF 269	17 Oct 19	Beaver Lake Handbook Section VI Associate Membership	2019
DCF 270	17 Oct 19	Beaver Lake Handbook Section II Associate Membership Classification	2019
DCF 271	21 Nov 19	Beaver Lake Handbook Section V Boating Regs, Wake Stickers	2019
DCF 272	21 Nov 19	Beaver Lake Handbook Section V Boating Regs, Wake Stickers	2019
DCF 273	19 Dec 19	Beaver Lake Handbook Section IV Property, Yard Maintenance, Dumping	2019
DCF 274	19 Dec 19	Beaver Lake Handbook Section VI Yard Maintenance Dumping, Fine	2019
DCF 275	20 Feb 20	Beaver Lake Handbook Section IV Ban on Burning	2020
DCF 276	19 Mar 20	Beaver Lake Handbook Section II Board Member Absences	2020
DCF 277	19 Mar 20	Beaver Lake Handbook Section II Committee Member Absences	2020
DCF 278	28 Apr 20	Beaver Lake Handbook Section V Boating Regulations Wake Stickers	2020
DCF 279	28 Apr 20	Beaver Lake Handbook Bylaws Amending Bylaws	2020
DCF 280	18 Jun 20	Beaver Lake Handbook Section VI Common Area Violation	2020
DCF 281	18 Jun 20	Beaver Lake Handbook Section VI Boater Safety Card Violation	2020
DCF 282	16 Jul 20	Beaver Lake Handbook Bylaws Infrastructure Committee	2020
DCF 284	20 Aug 20	Beaver Lake Handbook Section VI Misuse of BLA Services	2020
DCF 283	17 Sept 20	Beaver Lake Handbook Section IV Pavilion Rental Fees	2020
DCF 285	17 Sept 20	Beaver Lake Handbook Section V Boat Regulations; In-Transit Watercraft	2020
DCF 286	18 Mar 21	Beaver Lake Handbook Section III Building; Construction Deposits	2021
DCF 287	15 Apr 21	Beaver Lake Handbook Section III Building; Setback Restrictions	2021
DCF 288	15 Apr 21	Beaver Lake Handbook Section V Lake Rules; Boat Registrations	2021
DCF 289	15 Apr 21	Beaver Lake Handbook Section V Lake Rules; Boat Registrations	2021

DCF 290	15 Apr 21	Beaver Lake Handbook Section V Lake Rules; Boat Registrations	2021
DCF 294	20 May 21	Beaver Lake Handbook Section IV Property; Road Right of Way	2021
DCF 295	20 May 21	Beaver Lake Handbook Section III & VI Property; Road Right of Way; Violations	2021
DCF 296	17 June 21	Beaver Lake Handbook Section VI Boating Violation 247 Reckless Operation Fine	2021
DCF 297	17 June 21	Beaver Lake Handbook Section VI Lake Violation 227 Fine	2021
DCF 298	15 July 21	Beaver Lake Handbook Section VI Associate Membership	2021
DCF 299	19 Aug 21	Beaver Lake Handbook Section III Elevated Walkway Side Setback	2021
DCF 301	19 Aug 21	Beaver Lake Handbook Section VI GAU; Member Own & Insure	2021
	9 Sept 21	Beaver Lake Handbook Updates Handbook Revisal excluding Covenants	2021
DCF 302	16 Sept 21	Beaver Lake Handbook Section I Equestrian Lot Accessory Building	2021
DCF 303	18 Nov 21	Beaver Lake Handbook Section VII Election Committee Manual	2021
DCF 304	16 Dec 21	Beaver Lake Handbook Section VII Board Election Candidates	2021
DCF 305	16 Dec 21	Beaver Lake Handbook Section VII Board Election Ballots	2021
DCF 306	18 Nov 21	Beaver Lake Handbook Section VII Board Election Counting	2021
DCF 307	18 Nov 21	Beaver Lake Handbook Section V Boating Regulations	2021
DCF 308	20 Jan 22	Beaver Lake Handbook Section IV Clubhouse Rental Fees	2022
DCF 309	20 Jan 22	Beaver Lake Handbook Section V Boat Sticker Fees	2022
DCF 310	20 Jan 22	Beaver Lake Handbook Section VI GAU Sticker Fees	2022
DCF 311	20 Jan 22	Beaver Lake Handbook ByLaws Board member cannot be BLA employee	2022
	1 Feb 22	Beaver Lake Handbook Updates Handbook Revisal including Covenants	2022
DCF 313	21 Apr 22	Beaver Lake Handbook Section V Boating Rules; No wake lights	2022
DCF 314	21 Apr 22	Beaver Lake Handbook Section IV Property; Reserve lots closed overnight	2022
DCF 315	21 July 22	Beaver Lake Handbook Section VII Advertise the Election	2022
DCF 316	21 July 22	Beaver Lake Handbook Section VII Furnish Election Results	2022
DCF 317	21 July 22	Beaver Lake Handbook Section VII Election Committee Members & Terms	2022
DCF 318	21 July 22	Beaver Lake Handbook Section V & VI Boating Regs; Private Buoys /Corresponding Fine	2022
DCF 320	18 Aug 22	Beaver Lake Handbook Section IV Property Maintenance; Mowing	2022

DCF 321	18 Aug 22	Beaver Lake Handbook Section III Building Codes; Swimming Pools	2022
DCF 322	20 Oct 22	Beaver Lake Handbook Section VII Election Procedures; Multiple Edits	2022
DCF 323	20 Oct 22	Beaver Lake Handbook Section III Appeal Time Limit	2022
DCF 325	20 Oct 22	Beaver Lake Handbook Section II Membership Privileges; Sons & Daughters	2022
DCF 324	17 Nov 22	Beaver Lake Handbook Section III Building Requirements; Front/Rear Decks	2022
DCF 326	17 Nov 22	Beaver Lake Handbook Section III Building Requirements; Boat Dock Length	2022
DCF 327	20 Apr 23	Beaver Lake Handbook Section VI Miscellaneous; Golf Cars, ATVs, UTVs	2023
DCF 328	18 May 23	Beaver Lake Handbook Section VI Miscellaneous; Golf Cars, ATVs, UTVs	2023
DCF 331	21 Sept 23	Beaver Lake Handbook Section III Building Permits; Driveways & Sidewalks	2023
DCF 332	21 Sept 23	Beaver Lake Handbook Section III Building Permits; Deck Measurement	2023
DCF 334	19 Oct 23	Beaver Lake Handbook Section IV & VI Common Area Foul Language	2023
DCF 335	19 Oct 23	Beaver Lake Handbook Section VI Miscellaneous; Golf Cars, ATVs, UTVs; Helmets	2023
DCF 329	19 Oct 23	Beaver Lake Handbook Section VII Election Procedures; Include Electronic Voting	2023
DCF 330	19 Oct 23	Beaver Lake Election Committee Manual Multiple Edits; Include Electronic Voting	2023
DCF 333	16 Nov 23	Beaver Lake Handbook Section V Boating Regs; Private Buoys	2023
DCF 337	16 Nov 23	Beaver Lake Handbook Section III Building Permits; Pergola roof	2023
DCF 338	21 Dec 23	Beaver Lake Handbook Section IV Pet Tags	2023
DCF 339	21 Dec 23	Beaver Lake Handbook Section IV Clubhouse, Pavilion & Pool Rental	2023
DCF 340	21 Dec 23	Beaver Lake Handbook Section IV Campground Rental	2023
DCF 341	21 Dec 23	Beaver Lake Handbook Section III Building Permit Fees	2023
DCF 336	18 Jan 24	Beaver Lake Handbook Section III Solar Panels & Generators	2024
DCF 342	18 Jan 24	Beaver Lake Handbook Section IV Clubhouse Rental	2024
DCF 343	18 Jan 24	Beaver Lake Handbook Section IV Pet Violations, Fines & Kennel Fees	2024
DCF 344	18 Jan 24	Beaver Lake Handbook Section III Building Permit Fees	2024
DCF 345	16 May 24	Beaver Lake Handbook Section IV Current Vehicle Registration Required	2024
DCF 347	17 Oct 24	Beaver Lake Handbook Section VI Liquidated Damage Schedule Max Fines	2024
DCF 348	17 Oct 24	Beaver Lake Handbook Section IV Pet Patrol & Licensing Deadline	2024

DCF 354	21 Nov 2024	Beaver Lake Handbook Section V Lake Patrol Safety Stops	2024
DCF 355	21 Nov 2024	Beaver Lake Handbook Section V Additional Wake Surfing	2024
DCF 356	19 Dec 2024	Beaver Lake Handbook Section V Boat Sticker Exam	2024
DCF 346	19 Sept 2024	Beaver Lake Handbook Section I Covenants; Equestrian	2025
DCF 350	19 Dec 2024	Beaver Lake Handbook Section I Covenants; Commercial	2025
DCF 351	19 Dec 2024	Beaver Lake Handbook Section I Covenants; Residential	2025
DCF 352	19 Dec 2024	Beaver Lake Handbook Section I Covenants; Commercial	2025
DCF 353	19 Dec 2024	Beaver Lake Handbook Section I Covenants; Commercial	2025
DCF 357	16 Jan 2025	Beaver Lake Handbook Section I Covenants; Equestrian	2025
DCF 358	20 Feb 2025	Beaver Lake Handbook Section V Remove Duplication of State/N Guard Regs	2025
DCF 360	20 Feb 2025	Beaver Lake Handbook Section V Boat Weight, Ballast Weight	2025
DCF 359	20 Mar 2025	Beaver Lake Handbook Sections IV & VI Camera Monitoring System	2025
DCF 361	17 Apr 2025	Beaver Lake Handbook Sections V Ice Fishing Shacks	2025
DCF 362	17 Apr 2025	Beaver Lake Handbook Sections IV Trespassing	2025
DCF 364	17 Jul 2025	Beaver Lake Handbook Sections VII Election; Voter ID	2025
DCF 365	19 Mar 2026	Beaver Lake Handbook Sections IV & VI Aquatic Weed Disposal Violation	2026
DCF 371	19 Mar 2026	Beaver Lake Handbook Section IV Camping Restrictions	2026
DCF 372	16 Apr 2026	Beaver Lake Handbook Section II By-Laws; Leasing	2026
DCF 366	21 May 2026	Beaver Lake Handbook Section III Build Code; RV, Camper, Etc. Storage	2026
DCF 367	21 May 2026	Beaver Lake Handbook Section IV Property; RV, Camper, Etc. Storage	2026
DCF 370	21 May 2026	Beaver Lake Handbook Section V Boat Regs; Vessel Weight Limit	2026
DCF 373	21 May 2026	Beaver Lake Handbook Section VI GAU; Off-Highway Vehicles	2026
DCF 374	16 July 2026	Beaver Lake Handbook Section VI Add Herbicides to Noxious or Offensive Violations	2026
DCF 375	16 July 2026	Beaver Lake Handbook Section V Wake Surfing Definition	2026
DCF 376	16 July 2026	Beaver Lake Handbook Section V Wake Surfing Times	2026
DCF 377	16 July 2026	Beaver Lake Handbook Section V Vessel driving age & PWC Definition & Operation	2026
DCF 368	20 Aug 2026	Beaver Lake Handbook Section VI Adding E-Bikes & E-Scooters to GAU Section	2026

		Beaver Lake Handbook Section V	
DCF 380	20 Aug 2026	Adding New Watercraft Review to Lake Rules	2026
		Beaver Lake Handbook Section III	
DCF 382	20 Aug 2026	Fencing location	2026
		Beaver Lake Handbook Covenants Section	
DCF 379	17 Sept 2026	Adding Access Lots 463, 719, 968	2026
		Beaver Lake Handbook Section VI	
DCF 383	17 Sept 2026	Correcting E-Bikes & E-Scooter Section	2026
		Beaver Lake Handbook Section IV	
DCF 384	17 Sept 2026	Pet Renewal Fees and Fines	2026