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2020 at 08:27 AM
Instrument No. 2020-00165
Maria Stedman
Merrick County Clerk
Fee: \$334.00 By: MW
ELECTRONICALLY RECORDED
Total Pages: 55

2020-00165

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

Return to: Kelly M. Thomas, NSBA # 18233
408 N. Platte, Ste. A
York, Nebraska 68467

**TITLE OF DOCUMENT: AMENDED AND RESTATED DECLARATION AND
ESTABLISHMENT OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS
AND EASEMENTS FOR HERON POINT LAKE SUBDIVISION.**

☐ Joint Tenancy

☐ Life Estate

☒ Other

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and Lots 44, 45, 46, 47,
48, 49, 50, 51, 52, 53, 54, Lot 55 (part Merrick County part Polk County), and Lot 56, Heron
Point Lake Subdivision, Merrick County, Nebraska.

408 N. Platte Ave. Ste. A
York, NE 68467
402-362-5506

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Sent: Friday, February 14, 2020 8:28 AM
To: Mandy <MWellman@svehlalaw.net>
Subject: Notice of Recorded Package in Merrick County, NE: Heron Point Lake

FEBRUARY 14, 2020 | 7:27 AM (MT)

Simplifile

Notice of Recorded Package in Merrick County, NE: Heron Point Lake

Package: Heron Point Lake
County: Merrick County
Submitter: Svehla Law Offices
Submitting User: Mandy Wellman

*REAL_ESTATE Fully executed Amended and Restated Declaration for filing in
MERRICK Co. - 20200213 (DECLARATION)*

Recording Number: E 2020-00165

Recording Date: 02/14/2020 8:27 AM CST

Recording Fees: 334.00

Taxes: 0.00

Simplifile Submission Fee: 5.00

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<REAL_ESTATE Fully executed Amended and Restated Declaration for filing in MERRICK Co. - 20200213.pdf>

STATE OF NEBRASKA)
) ss
POLK COUNTY)
Filed for Record in the Clerk's Office
Of said county the 13 day of
February , 2020 at
01 o'clock and 00 minutes PM
in Book 54 Page 548
By Debra S. Girard County Clerk
[Signature]

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

Return to: Kelly M. Thomas, NSBA # 18233
408 N. Platte, Ste . A
York, Nebraska 68467

**TITLE OF DOCUMENT: AMENDED AND RESTATED DECLARATION AND
ESTABLISHMENT OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS
AND EASEMENTS FOR HERON POINT LAKE SUBDIVISION.**

☐ Joint Tenancy

☐ Life Estate

☒ Other

Lots 21, 22, 23, 24, 25, 26A, 28A, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 52,
55, 57, 58 Heron Point Lake Subdivision, Polk County, Nebraska.

Notice of Recorded Package in Polk County, NE: Heron Point Lake Subdivision

Package: Heron Point Lake Subdivision

County: Polk County

Submitter: Svehla Law Offices

Submitting User: Mandy Wellman

Amended and Restated Declaration (Modification)

Recording Number: B 054 P 548

Recording Date: 02/13/2020 1:00 PM CST

Recording Fees: 334.00

Taxes: 0.00

Simplifile Submission Fee: 5.00

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Heron Point Lake Subdivision_Amended and Restated Declaration_Modification_20200213.pdf
1.6MB

*Return to: Kolly M. Thomas, #18233
Svehla Law Offices, P.C., L.L.O.
408 N. Platte Ave., Ste. A
York, NE 68467
402.362.5506*

**AMENDED AND RESTATED DECLARATION AND ESTABLISHMENT
OF COVENANTS, CONDITIONS, RESERVATIONS,
RESTRICTIONS AND EASEMENTS
FOR
HERON POINT LAKE SUBDIVISION**

16TH THIS AMENDED AND RESTATED DECLARATION (herein "Declaration") is made this day of DECEMBER, 2019, by the requisite number of voting members of Heron Point Lake Association. Heron Point Lake Association is a non profit corporation organized and existing under the law of the State of Nebraska. The members of the Association are the owners in fee simple of certain real estate located in Merrick County and in Polk County, State of Nebraska, and known by the official plat designation as Heron Point Lake Subdivision as more specifically described in paragraph 2 of this Amended and Restated Declaration and which is hereinafter is referred to as "Heron Point Lake Subdivision."

WITNESSETH:

1. Declaration of Purposes - Replace Original Declaration.

Pursuant to Paragraph 11. General Provisions of the "Declaration and Establishment of Covenants, Conditions, Reservations, Restrictions and Easements for Heron Point Lake Subdivision" dated June 7, 2002 (herein "2002 Declaration") and filed for record in the Merrick County Clerk's Land records on August 7, 2002 in Book LL at Page 19 and also filed for record in the Polk County Clerk's Land records on July 18, 2002 in Book 43 at Page 357, the Association, by these presents, hereby completely amends and restates in its entirety the 2002 Declaration, and all amendments thereto, and replaces the 2002 Declaration with this Amended and Restated Declaration.

Heron Point Lake Subdivision and the improvements thereon are hereby bound to all of the covenants, conditions, easements and restrictions contained in this Amended and Restated Declaration. The Members hereby agree and declare that all of Heron Point Lake Subdivision shall

be held, sold, used, operated and conveyed subject to the following understanding, easements, restrictions, covenants and conditions which are for the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots constituting Heron Point Lake Subdivision. Association hereby declares that all the real estate described as Heron Point Lake Subdivision and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restriction, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in Heron Point Lake Subdivision or in any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

2. Description of Real Estate.

The real estate is located in Merrick County, Nebraska and in Polk County, Nebraska and is described on Exhibit "A" which is attached hereto and is incorporated herein by this reference.

3. Definitions.

For the purpose of this Amended and Restated Declaration, the following terms shall have the following meanings unless the context in which the same is utilized clearly indicates otherwise:

(a) "Association" shall mean and refer to Heron Point Lake Association, A Nebraska non-profit corporation, its successors and assigns.

(b) "Common Area" shall mean all real or personal property owned or managed by the Association for the common use and enjoyment of the Owners. The Common Area to be owned or managed by the Association is described on Exhibit "B" which is attached hereto and incorporated herein by this reference and such additions thereto as may be added in the future. No structures shall be constructed in the Common Area which could be used as living quarters.

(c) "Fringe Properties" shall mean Lots 50, 51, 52, and 53 of the Heron Point Subdivision, located in Merrick County and in Polk County, State of Nebraska.

(d) Except as provided for in Assessments 6 (i), "Lot" shall mean any plot or parcel of land shown as the separate Lot on the recorded subdivision map of Heron Point Lake Subdivision. "Lot" shall also mean and include in its definition "Fringe Properties" specifically including Lots 50, 51, 52, and 53 of the Heron Point Subdivision. "Lot" shall not mean any of the Common Area. Notwithstanding anything in this Declaration to the contrary, owners of Fringe Properties do not have use of the Common Area. However, Fringe Properties do have use of existing roadways.

(e) "Member" shall mean every person or entity who holds membership in the Association.

(f) "Mortgage" shall mean a conventional mortgage or a deed of trust.

(g) "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

(h) "Owner" shall mean the record owner of a fee simple title, including contract sellers, to any Lot which is part of Heron Point Lake Subdivision, but shall not include those holding title merely as security for performance of an obligation.

(i) "Heron Point Lake Subdivision" shall mean the subdivided real property hereinbefore described on Exhibit "A" attached hereto and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

4. General Understanding.

(a) The Lots as subdivided on the date of this Amended and Restated Declaration abut and front upon a lake which is part of the Common Area. Lot owners, except the owners of fringe properties, shall be entitled to use of the Common Area in common with the Owners of the other Lots in Heron Point Lake Subdivision, but such use shall be subject to rules and regulations pertaining to such use as shall be established from time to time by the Association. Owners of Fringe Properties do not have use of the Heron Point Lake and do not have voting rights.

(b) The general arrangement surrounding the sale, use, enjoyment and operation of Heron Point Lake Subdivision and the Common Area are as follows:

(i) Each Owner agrees to hold, sell, use, convey and operate Heron Point Lake Subdivision and the Common Area pursuant to the understandings, easements, restrictions, covenants and conditions contained in or referred to in this Amended and Restated Declaration.

(ii) An Owner may not lease, let, sublease, or allow non-owner occupation of his/her lot. All guests must be accompanied by an Owner.

5. Membership in Association- Voting Rights

Every Owner of a Lot shall be a Member in the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot. Except for Owners of Fringe Properties, each Lot Owner shall be entitled to two votes except that if an Owner owns a split lot the Owner shall be entitled to a total of three votes as is provided in Article III, Section 4 of the Amended and Restated Bylaws. In the event that more than one person holds title, the votes shall be exercised as the Co-Owners among themselves determine. If only one of the Co-Owners of a Lot is present at a meeting of the Association, the person present is entitled to cast the votes. If more than

one of the Co-Owners is present, the votes allocated to that Lot may be cast in accordance with the agreement of a majority in interest of the Co-Owners. If the Co-Owners cannot agree, then the votes shall be considered not cast. In the event of a tie vote, Association shall be entitled to cast one vote on behalf of the Association. The Association's vote shall be determined and cast by the President of the Board of Directors. In the President's absence, the Vice President shall cast the vote.

6. Assessments.

(a) Association hereby covenants for each Lot, except owners of Fringe Properties, within Heron Point Lake Subdivision, and each Owner of a Lot, except owners of Fringe Properties, are hereby deemed to covenant by signature hereon or by executing an Acceptance Agreement or by acceptance of his/her deed for such Lot, whether or not it shall be so expressed in his/her deed, to pay to the Association (1) annual assessments and (2) special assessment for capital improvements. Such assessments shall be established and collected as hereinafter provided. The unpaid annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

(b) The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in Heron Point Lake Subdivision, and for the improvement and maintenance of the Common Area situated in Heron Point Lake Subdivision. Assessments may be used to carry out the duties and pay the costs of the Association under any management agreement to which it is or becomes a party. The annual assessments shall include generally the areas of maintenance and repair, utilities, equipment for the Common Area, fire insurance and liability insurance, materials, supplies necessary or proper in the opinion of the Board of Directors of the Association as to the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions, and for such other expenses that promote the health, safety, welfare, and recreation of the Lot Owners and Association.

(c) The maximum annual assessment will be as follows:

(i) From and after January 1st, 2020, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the members.

(ii) The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the maximum.

(d) In addition to the annual assessments authorized above, the Association may levy in

any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or improvement, or other expenditure determined to be necessary by the Board of Directors of the Association for the benefit of Lot Owners and that promotes the health, safety, welfare, or recreation of the Lot Owners and Association in the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by the votes of two-thirds (2/3) of the Members who are voting in person or by proxy at the meeting.

(e) Written notice of any meeting called for the purpose of taking any action authorized by paragraphs (c) and (d) above shall be sent to all Members not less than ten (10) nor more than thirty (30) days in advance of such meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum for meetings called for purposes authorized by paragraphs (c) and (d) above. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite two-thirds (2/3) of the Members who are voting in person or by proxy at the meeting, then Members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(f) Both annual and special assessments must be fixed at a uniform rate for all Lots, provided that all Lots which neither have been sold by OL Properties, LLC shall be fixed at twenty-five percent (25%) of the amount of the assessment for Lots which have been sold at the time the assessment shall have been approved, provided that Lots which constitute a portion of the common area shall not be liable for any assessments. The annual assessments provided for herein shall commence as to all lots on the date of the first annual meeting. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be payable at such intervals as the Association shall allow. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, on demand, and for a fee, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific Lot has been paid, and may, on or before August 1st of each year, cause to be recorded in the office of the County Clerk of Polk County and/or Merrick County, Nebraska a list of delinquent assessments as to that date.

(g) Both annual and special assessments must be fixed at a uniform rate for all Lots, except owners of Fringe Properties shall not be assessed. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be payable at such intervals as the Association shall allow. Notice of the annual assessment shall be sent to every Owner. The Association shall, on demand, and for a fee, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific Lot has been paid, and may, on or before August 1st of each year, cause to be recorded in the office of the County Clerk of Merrick

County, Nebraska and the County Clerk of Polk County, Nebraska a list of delinquent assessments as to that date.

(h) Any assessment not paid within sixty (60) days after the due date shall be deemed to be in default and shall bear interest from the due date at the maximum per annum legal interest rate as provided by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his/her Lot.

(i) The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. However, the Owner of the Lot being foreclosed upon shall remain personally liable for the unpaid assessment and interest. No sale or transfer shall relieve the Owner or the Lot from liability from any assessment thereafter becoming due or for the lien thereof.

(j) Owners of Fringe Properties do not have use of the Heron Point Lake or common area. Owners of Fringe Properties will not be assessed or obligated to pay Heron Point Lake Subdivision assessments associated with the lake or Common area. Fringe Property owners shall have the right to use existing roadways. Owners of Fringe Properties are obligated to pay the lot assessment to Summerwood Lake Association for the upkeep of the roads.

7. Property Rights.

(a) Every Owner of a Lot, except owners of Fringe Properties, shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(i) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;

(ii) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against his/her Lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding ninety (90) days for any infraction of the published rules and regulations of the Association or violation of this Amended and Restated Declaration;

(iii) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer

shall be effective unless an instrument executed by Members constituting two-thirds (2/3) of all the votes of membership agreeing to such dedication or transfer has been duly recorded.

(b) Subject to such limitations as may be imposed by the Amended and Restated By-Laws or this Amended and Restated Declaration, each Owner may delegate his/her right of enjoyment in and to the Common Area and facilities to the members of his/her family, his/her guests, and invitees, provided that the Owner's right has not been suspended.

(c) The following other easements shall exist:

(i) Easements for installation and maintenance of utilities and drainage facilities. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements. The easement area of each Lot and all improvements thereon shall be continually maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority utility company is responsible. Power service within the lots, from the meter to the building served, shall be underground.

(ii) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, right of way, and such easements reservations and right of way, shall at all times be open and accessible to public and quasi public utility corporation, their employees and contractors, and shall also be open and accessible to Association, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(iii) There shall exist appurtenant easements of access to all roads within Heron Point Lake Subdivision for the use of all individuals.

(d) The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

(e) There shall be no judicial partition of the Common Area, nor shall the Association, or any Owner or any other person acquiring any interest in Heron Point Lake Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

8. Architectural Control. No building, septic tank (including leach field), water supply, well, fence, wall or other structure shall be commenced, erected or maintained within Heron Point Lake Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association. Each home, house, cabin or residence shall equal or exceed a minimum size of 1200 square feet of living space on the main floor with garages, carports and sun porches excluded. Minimum square footage shall be computed by plan view. For purposes of setback requirements, the lakeside shall be considered the front yard and the roadside shall be considered the back yard. The Board of Directors, or its designated committee, shall rule on the application within twenty (20) days of the receipt of said application. Anyone desiring to place any structure on any lot authorized by this Amended and Restated Declaration must secure a building permit from the Merrick County or Polk County Planning Commission, as applicable, before construction is initiated.

9. Use Restrictions. Heron Point Lake Subdivision shall be occupied and used only as follows:

(a) Each Lot, including Fringe Properties, shall be used for a single family residence and for no other purpose. No leasing, renting, or subletting shall occur.

(b) No business of any kind shall be conducted on a Lot or in a residence without obtaining prior written approval of the Board.

(c) No noxious or offensive activity, noise, or nuisance which endangers the health or disturbs the peace and quiet of an Owner shall be carried in or on any Lot. No sign of any kind shall be displayed in public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address, signs and lawn signs of not more than nine square feet in size advertising the property for sale and only one (1) sign per Lot.

(d) Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of insurance relating thereto, except a business owned and operated by Association, without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his/her Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

(e) No animals or livestock of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. The Lot shall be maintained in a clean, neat and orderly

condition and all weeds shall be cut or mowed.

(f) No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in covered sanitary containers which are regularly emptied and located in appropriate areas concealed from public view. No burning of garbage or other refuse or debris upon the Lot or within Heron Point Lake Subdivision shall be allowed, unless in a designated area marked by the Association.

(g) No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

(h) No building, basement, tent, shack, garage, camper trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently, except during the time period the Owner is building a residence and then only when the Owner has obtained the prior written consent by the Board of Directors.

(i) Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

(j) Automobiles or other vehicles may not be dismantled or repaired outside of a garage or residence nor may they be stored upon a Lot for more than seven (7) consecutive days.

(k) Any building or structure constructed upon a Lot shall be externally completed within 12 months after the commencement of construction.

(l) The Association shall have the right to establish grades and slopes for all Lots and to fix the grade and location at which any structure will be placed upon a Lot.

(m) All water wells and septic tanks shall conform to the minimum standards established by the Nebraska Department of Health and the Nebraska Department of Environmental Control. Prior to construction, the Owner shall first obtain the approval of the Architectural Committee regarding the location of all water wells, septic tanks, and leach fields.

(n) All applicable zoning rules and regulations shall be complied with as to all construction for residential R-I district.

(o) The Owner must construct a single family residence and must complete said construction within two (2) years of the date of purchase unless the Association grants an extension of time to complete construction.

(p) Power service within the Lots, from the meter to the building served, shall be underground.

10. Annexation of Additional Property. Additional real property and common property may be annexed to Heron Point Lake Subdivision with the consent of Members constituting two-thirds (2/3) of all the votes of the Association.

11. General Provisions.

(a) The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Association for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions.

(b) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

(c) Covenants and restrictions of this Amended and Restated Declaration may be amended by duly recording an instrument executed and acknowledged by two-thirds (2/3) of all the votes of membership entitled to vote.

(d) No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to Heron Point Lake Subdivision or any Lot therein; provided, however, that such condition shall be binding upon any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association.

(e) Any notices required to be sent to any Owner pursuant to this Declaration shall be deemed to have been properly sent when emailed or mailed, postage prepaid, via the United States Postal Service to the person who appears as Owner on the records of the Association at the time of such mailing.

12. Exhibits. Attached hereto and made a part hereof are the following exhibits:

Exhibit "A"- Legal Description of real estate subject to the Amended and Restated Declaration.

Exhibit "B"- Legal Description of Common Area

IN WITNESS WHEREOF, the Association, the members of Heron Point Lake Association, have caused this instrument to be executed by duly recording same which have been executed and acknowledged by at least two-thirds (2/3) of all the votes of membership entitled to vote.

Only ONE owner needs to sign

Fred Kobza

Deb Kobza

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Fred Kobza, owner of Lot 1 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Deb Kobza, owner of Lot 1 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Scott Frankforter

Deanna Frankforter

STATE OF NEBRASKA)
) ss.
County of _____)

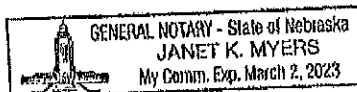
SUBSCRIBED AND SWORN TO by Scott Frankforter, owner of Lot 2 in Heron Point Lake Association, before me this 2nd day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)




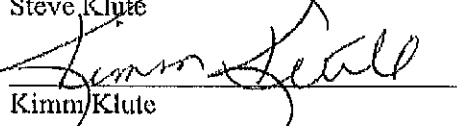
SUBSCRIBED AND SWORN TO by Deanna Frankforter, owner of Lot 2 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

October 20, 2019

Janet K. Myers
Notary Public

My commission expires: March 2, 2023


Only ONE owner needs to sign


Steve Klute

Kimm Klute

STATE OF NEBRASKA)
) ss.
County of York)

SUBSCRIBED AND SWORN TO by Steve Klute, owner of Lot 3 in Heron Point Lake Association, before me this 23rd day of ~~September~~ October, 2019.




Notary Public

My commission expires: March 19, 2023

OR

STATE OF NEBRASKA)
) ss.
County of York)


SUBSCRIBED AND SWORN TO by Kimm Klute, owner of Lot 3 in Heron Point Lake Association, before me this 28th day of ~~September~~ October, 2019.




Notary Public

My commission expires: March 19, 2023

Only ONE owner needs to sign

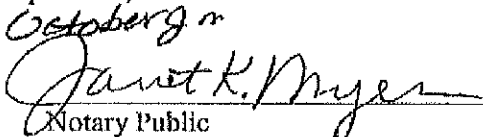

Kip Anderson

Deb Anderson

STATE OF NEBRASKA)
County of Merrick) ss.



SUBSCRIBED AND SWORN TO by Kip Anderson, owner of Lots 4 and 5 in Heron Point Lake Association, before me this 28th day of ~~September~~ October, 2019.


Notary Public

My commission expires: March 2, 2023

OR


STATE OF NEBRASKA)
County of _____) ss.

SUBSCRIBED AND SWORN TO by Deb Anderson, owner of Lots 4 and 5 in Heron Point Lake Association, before me this 28th day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign



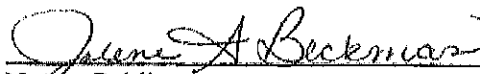
Elliot Yungdahl

Marsha Yungdahl

STATE OF NEBRASKA)
) ss.
County of Polk)

SUBSCRIBED AND SWORN TO by Elliot Yungdahl, owner of Lot 6 in Heron Point Lake Association, before me this 30 day of ~~September~~ October, 2019.





Notary Public

My commission expires: 10-10-23.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Marsha Yungdahl, owner of Lot 6 in Heron Point Lake Association, before me this 2nd day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Dennis Walker

Lana Walker

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Dennis Walker, owner of Lot 7 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Lana Walker, owner of Lot 7 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign



Mike Drinnin

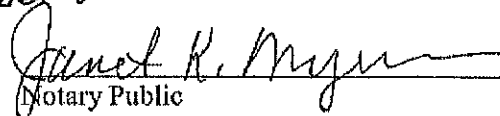


Beth Drinnin

STATE OF NEBRASKA)
County of Merrick) ss.



SUBSCRIBED AND SWORN TO by Mike Drinnin, owner of Lot 8 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.


Notary Public

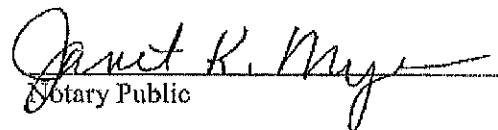
My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
County of Merrick) ss.



SUBSCRIBED AND SWORN TO by Beth Drinnin, owner of Lot 8 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.


Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

Kyle Sawyer
Kyle Sawyers

Holly Sawyers

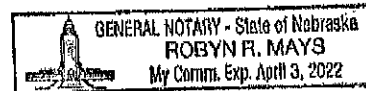
STATE OF NEBRASKA)
) ss.
County of Hall)

SUBSCRIBED AND SWORN TO by Kyle Sawyers, owner of Lot 9 in Heron Point Lake Association, before me this 3rd day of ~~September~~ October, 2019.

3 Dec 2019

Robyn R. Mays
Notary Public

My commission expires: April 3, 2022.



OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Holly Sawyers, owner of Lot 9 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Brian Buhlke

Amy Buhlke

Amy Buhlke

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Brian Buhlke, owner of Lots 10 and 11 in Heron Point Lake Association, before me this 2nd day of ~~September~~ October, 2019.

Notary Public

My commission expires: _____.

OR

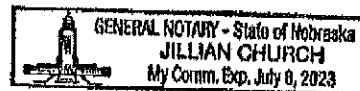
STATE OF NEBRASKA)
) ss.
County of Morrison)

SUBSCRIBED AND SWORN TO by Amy Buhlke owner of Lots 10 and 11 in Heron Point Lake Association, before me this 1st day of ~~September~~ November, 2019.


Jillian Church

Notary Public

My commission expires: 7-8-23.



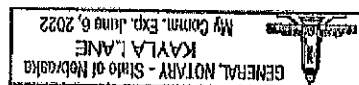
* Ross A. Ronne must sign due to ownership of ½ interest in Lot 13 *




Ross A. Ronne

Kristi L. Bukaske, formerly Kristi L. Dewey

STATE OF NEBRASKA)
) ss.
County of York)



SUBSCRIBED AND SWORN TO by Ross Ronne, owner of Lot 12 and an undivided one-half interest in Lot 13 in Heron Point Lake Association, before me this 21st day of ~~September~~ October, 2019.



Notary Public

My commission expires June 6, 2022

Only ONE owner needs to sign

Ron Kutschkau

Cindy Kutschkau

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Ron Kutschkau, owner of Lot 14 and an undivided one-half interest in Lot 13 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

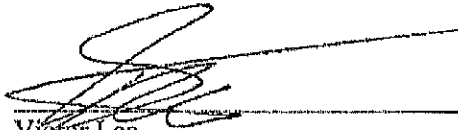
STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Cindy Kutschkau, owner of Lot 14 and an undivided one-half interest in Lot 13 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

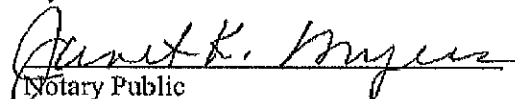
Only ONE owner needs to sign


Victor Lee


Susan Lee

STATE OF NEBRASKA)
) ss.
County of Merrick)

SUBSCRIBED AND SWORN TO by Victor Lee, owner of Lot 15 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.

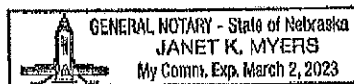

Notary Public

My commission expires: March 2, 2023

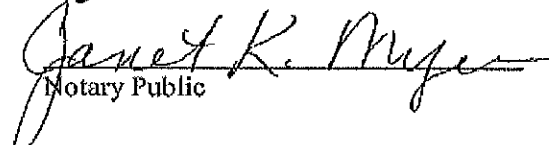


OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Susan Lee, owner of Lot 15 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.


Notary Public

My commission expires: March 2, 2023
jm

Only ONE owner needs to sign

Ralph Schmadeke

Deborah Schmadeke

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Ralph Schmadeke, owner of Lot 16 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Deborah Schmadeke, owner of Lot 16 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Tom Weller
Tom Weller

Kaylene Weller
Kaylene Weller

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Tom Weller, owner of Lot 17 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)

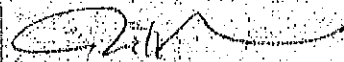


SUBSCRIBED AND SWORN TO by Kaylene Weller, owner of Lot 17 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2 2023

Only ONE owner needs to sign



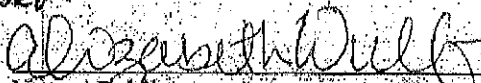
Rick Poore

Jo Poore

STATE OF NEBRASKA)
County of Lincoln) ss.

SUBSCRIBED AND SWORN TO by Rick Poore, owner of Lot 18 in Heron Point Lake Association, before me this 5 day of November 2019.




Notary Public

My commission expires: 09-12-2023

OR

STATE OF NEBRASKA)
County of _____) ss.

SUBSCRIBED AND SWORN TO by Jo Poore, owner of Lot 18 in Heron Point Lake Association, before me this _____ day of November 2019.

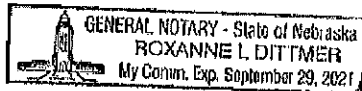
Notary Public

My commission expires: _____

Janet Myers
Janet Myers

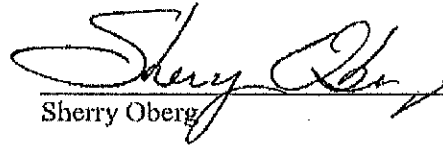
STATE OF NEBRASKA)
) ss.
County of Merrick)

SUBSCRIBED AND SWORN TO by Janet Myers, owner of Lot 19 in Heron Point Lake Association, before me this 23 day of ~~September~~ October, 2019.



Roxanne L. Dittmer
Notary Public

My commission expires: Sept 29, 2021

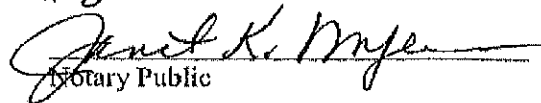

Sherry Oberg

STATE OF NEBRASKA)
) ss
County of Merrick)



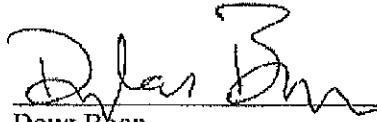
SUBSCRIBED AND SWORN TO by Sherry Oberg, owner of Lot 20 in Heron Point Lake Association, before me this 22 day of ~~September~~, 2019.

October 9th


Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign



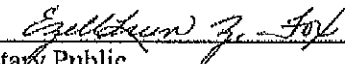
Doug Boon

Jennifer Boon

STATE OF NEBRASKA)
) ss.
County of HALL)

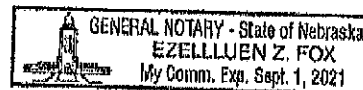
SUBSCRIBED AND SWORN TO by Doug Boon, owner of Lot 21 in Heron Point Lake Association, before me this 4 day of ~~September~~ ^{November}, 2019.

DS



Notary Public

My commission expires: 09-01-21



OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Jennifer Boon, owner of Lot 21 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____

Only ONE owner needs to sign

Monte Williams

Nancy Williams
Nancy Williams

STATE OF NEBRASKA)
) ss.
County of _____)

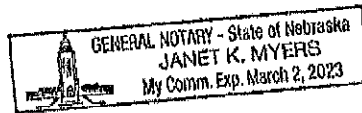
SUBSCRIBED AND SWORN TO by Monte Williams, owner of Lot 22 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Nancy Williams, owner of Lot 22 in Heron Point Lake Association, before me this 28th day of September, 2019.

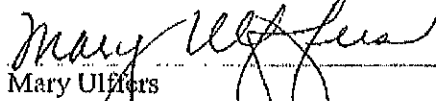
October 2, 2019

Janet K. Myers
Notary Public

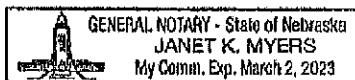
My commission expires: March 2, 2023

Only ONE owner needs to sign

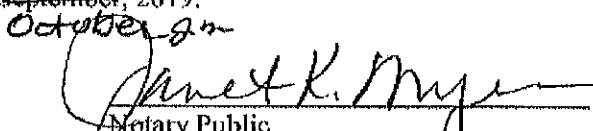

Mike Ulfers


Mary Ulfers

STATE OF NEBRASKA)
County of Merrick) ss.



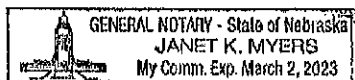
SUBSCRIBED AND SWORN TO by Mike Ulfers, owner of Lot 23 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.


Notary Public

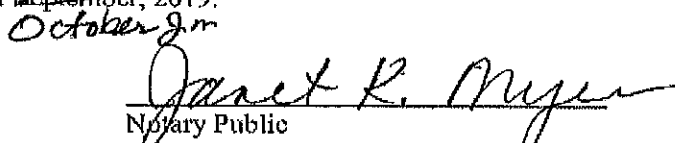
My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
County of Merrick) ss.



SUBSCRIBED AND SWORN TO by Mary Ulfers, owner of Lot 23 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.


Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

Gene Snyder
Gene Snyder
Rhonda Snyder
Rhonda Snyder

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Gene Snyder, owner of Lot 24 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Rhonda Snyder, owner of Lot 24 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

William Barnett

Linda Barnett

STATE OF NEBRASKA)
) ss.
County of _____)

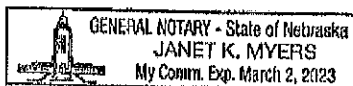
SUBSCRIBED AND SWORN TO by William Barnett, owner of Lot 25 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Linda Barnett, owner of Lot 25 in Heron Point Lake Association, before me this 12 day of September, 2019.

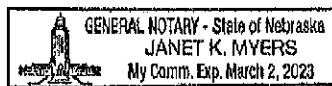
October 8, 2019
Janet K. Myers
Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

West 80, LLC,
By: [Signature] Treas.
Dave Finn, Treasurer

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Treas. DAVE FINN, Manager of West 80, LLC, owner of Lots 26 and 27a in Heron Point Lake Association, before me this 22 day of ~~September~~ October, 2019.

[Signature]
Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

Daniel T. Hayes
Daniel T. Hayes

Kimberly J. Hayes

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Daniel T. Hayes, owner of Lots 27b and 28 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Kimberly J. Hayes, owner of Lot 27b and 28 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

BY

Notary Public

My commission expires: _____.

OL Properties, LLC

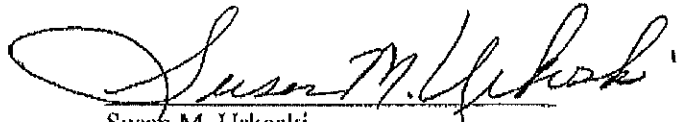
BY _____

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by _____, Manager of OL Properties, LLC, owner of Lot 30 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

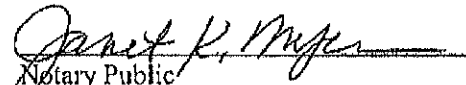

Susan M. Urkoski

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Susan M. Urkoski, owner of Lot 31 in Heron Point
Lake Association, before me this 22nd day of ~~September~~ 2019.

October


Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

Chris Erickson

Caroline Erickson

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Chris Erickson, owner of Lot 32 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Caroline Erickson, owner of Lot 32 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

THIES FARMS CENTRAL, LLC.

Jack Thies

Susan Thies

STATE OF NEBRASKA)
County of Merrick) ss.



SUBSCRIBED AND SWORN TO by Jack Thies, owner of Lot 33 in Heron Point Lake Association, before me this 20th day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
County of _____) ss.

SUBSCRIBED AND SWORN TO by Susan Thies, owner of Lot 33 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____

Only ONE owner needs to sign

Jeff Perry
Jeff Perry

Kari Perry

STATE OF NEBRASKA)
) ss.
County of Merrick)

SUBSCRIBED AND SWORN TO by Jeff Perry, owner of Lot 34 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.

Janet K. Myer
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Kari Perry, owner of Lot 34 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Kevin J. Nelson

Abbie M. Nelson
Abbie M. Nelson

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Kevin J. Nelson, owner of Lot 35 in Heron Point Lake Association, before me this 21 day of ~~September~~ Oct., 2019.

Notary Public

My commission expires: _____

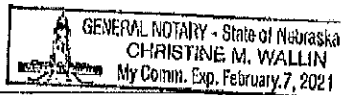
OR

STATE OF NEBRASKA)
) ss.
County of Madison)

SUBSCRIBED AND SWORN TO by Abbie M. Nelson, owner of Lot 35 in Heron Point Lake Association, before me this 21 day of ~~September~~ Oct., 2019.

Christine M. Wallin
Notary Public

My commission expires: _____



Lisa Ricenbaw

Lisa Ricenbaw

STATE OF NEBRASKA)
County of Seward) ss.

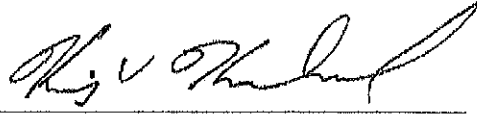
SUBSCRIBED AND SWORN TO by Lisa Ricenbaw, owner of Lot 36 in Heron Point Lake Association, before me this 28 day of ~~September~~ October, 2019.

Sandy A Wright
Notary Public

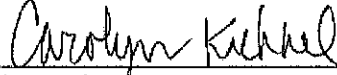


My commission expires: November 17, 2022

Only ONE owner needs to sign



Kraig Kuhnel



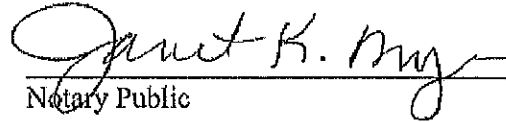
Carolyn Kuhnel

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Kraig Kuhnel, owner of Lot 37 in Heron Point Lake Association, before me this 28 day of September, 2019.

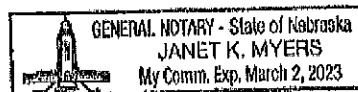
October 2nd


Notary Public

My commission expires: March 2, 2023

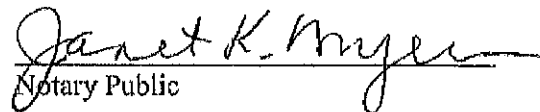
OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Carolyn Kuhnel, owner of Lot 37 in Heron Point Lake Association, before me this 28 day of September, 2019.

October 2nd


Notary Public

My commission expires: March 2, 2023

Only ONE owner needs to sign

Brian Wallin

Christie Wallin

Christie Wallin

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Brian Wallin, owner of Lot 38 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Christie Wallin, owner of Lot 38 in Heron Point Lake Association, before me this 10 day of October, 2019.

October 2019

Janet K. Myers

Notary Public

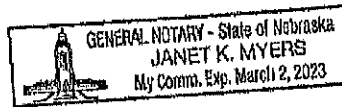
My commission expires: March 2, 2023

Only ONE owner needs to sign

Ned Wernhoff
Ned Wernhoff

Betty Wernhoff

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Ned Wernhoff, owner of Lot 40 in Heron Point Lake Association, before me this 20 day of ~~September~~ October, 2019.

Janet K. Myers
Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Betty Wernhoff, owner of Lot 40 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Tim Wemhoff

Deb Wemhoff

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Tim Wemhoff, owner of Lot 40 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

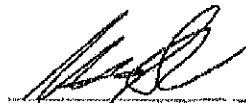
STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Deb Wemhoff, owner of Lot 40 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

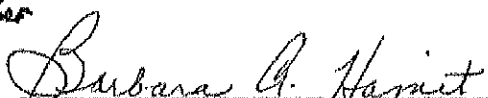
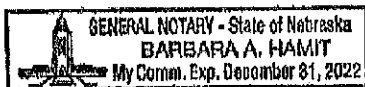


Matt Shaw

Dawn Shaw

STATE OF NEBRASKA)
) ss.
County of Hamilton)

SUBSCRIBED AND SWORN TO by Matt Shaw, owner of Lot 41 in Heron Point Lake Association, before me this 28th day of ~~September~~ October, 2019.



Notary Public

My commission expires: 12.31.22.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Dawn Shaw, owner of Lot 41 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____

Only ONE owner needs to sign

Rod Scherer

Leona Scherer

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Rod Scherer, owner of Lot 42 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Leona Scherer, owner of Lot 42 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Mel Franz

Becky Franz

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Mel Franz, owner of Lots 43 and 44 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

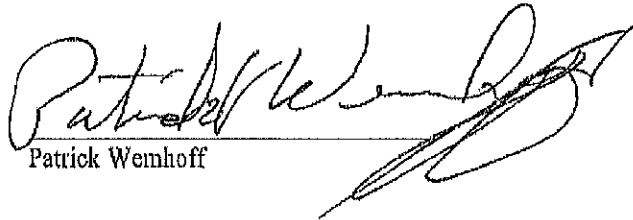
STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Becky Franz, owner of Lots 43 and 44 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

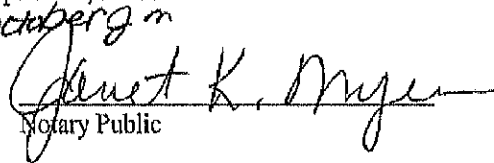

Patrick Wemhoff

Linda Wemhoff

STATE OF NEBRASKA)
) ss.
County of Merrick)



SUBSCRIBED AND SWORN TO by Patrick Wemhoff, owner of Lot 45 in Heron Point
Lake Association, before me this 10 day of ~~September~~ October, 2019.


Notary Public

My commission expires: March 2, 2023

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Linda Wemhoff, owner of Lot 45 in Heron Point
Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

Only ONE owner needs to sign

Philip Beyer

Connie Beyer

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Philip Beyer, owner of Lot 46 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

OR

STATE OF NEBRASKA)
) ss.
County of _____)

SUBSCRIBED AND SWORN TO by Connie Beyer, owner of Lot 46 in Heron Point Lake Association, before me this _____ day of September, 2019.

Notary Public

My commission expires: _____.

EXHIBIT ADESCRIPTION

A tract of land showing a part of Original Island Number Two (2) and accretion land thereto, comprising a part of Sections Seven (7), Eight (8), and Seventeen (17), Township Fourteen (14) North, Range Four (4) West of the 6th P.M., Merrick County and Polk County, Nebraska more particularly described as follows:

Beginning at the Southwest corner of said Section Eight (8); thence deflecting right from the West line of said Section Eight (8) and running Easterly on and upon the approximate South line of said Section Eight (8) for a distance of One Hundred Seventy-Nine and Thirty Hundredths (179.30) feet; thence deflecting left 35°08'20" and running Northeasterly for a distance of Ninety-Eight and Forty-Five Hundredths (98.45) feet; thence deflecting right 39°25'25" and running Northeasterly for a distance of Two Hundred Fifty and Sixty Hundredths (250.60) feet; thence deflecting right 31°30'25" and running Southeasterly for a distance of Six Hundred Forty-Five and Eighty-Three Hundredths (645.83) feet; thence deflecting right 58°12'45" and running Southeasterly for a distance of Seventy-One and Sixty-Nine Hundredths (71.69) feet; thence deflecting left 57°28'30" and running Southeasterly for a distance of Seven Hundred Thirty-Nine and Seven Hundredths (739.07) feet; thence deflecting right 16°50'23" and running Southeasterly for a distance of Eighty-Eight and Thirty-Seven Hundredths (88.37) feet; thence deflecting left 85°01'25" and running Northeasterly for a distance of Two Hundred Thirty-Two and Twenty Hundredths (232.20) feet; thence deflecting right 2°03'12" and running Northeasterly for a distance of Seven Hundred Sixty-Six and Ninety-Four Hundredths (766.94) feet; thence deflecting left 10°25'41" and running Northeasterly for a distance of One Thousand Eight Hundred Thirty-Three and Twenty-Three Hundredths (1833.23) feet; thence deflecting left 48°54'50" and running Northwesterly for a distance of One Thousand Three Hundred Twenty-Six and Fifty-Six Hundredths (1326.56) feet; thence deflecting right 31°21'22" and running Northeasterly for a distance of Seven Hundred Fifty-Three and Fifty-Five Hundredths (753.55) feet; thence deflecting left 134°05'40" and running Southwesterly for a distance of Two Hundred Thirty-Three and Nineteen Hundredths (233.19) feet; thence deflecting right 6°06'40" and running Southwesterly for a distance of Two Hundred Sixty-Four and Twenty-Four Hundredths (264.24) feet; thence deflecting right 9°15'30" and running Southwesterly for a distance of Two Hundred Eight and Sixty Hundredths (200.60) feet; thence deflecting left 9°10'00" and running Southwesterly for a distance of Three Hundred Seventy-Two and Fifteen Hundredths (372.15) feet; thence deflecting left 23°59'00" and running Southwesterly for a distance of Two Hundred Twenty-Five and Ninety-Five Hundredths (225.95) feet; thence deflecting left 90°20'31" and running Southeasterly for a distance of One Hundred Ninety (190.00) feet; thence deflecting right 90°08'00" and running Southwesterly for a distance of Nine Hundred Ninety-Nine and One Hundredths (999.01) feet; thence deflecting right 89°47'00" and running Northwesterly for a distance of Two Hundred Eighteen (218.00) feet; thence deflecting right 90°13'00" and running Northeasterly for a distance of Nine Hundred Twenty-Six and Thirty-Five Hundredths (926.35) feet; thence deflecting left 159°01'48" and running Southwesterly for a distance of One Hundred Thirty and Twenty-Seven Hundredths (130.27) feet; thence deflecting left 22°44'50" and running Southwesterly for a distance of Five Hundred Thirty-Six and Fifty-Six Hundredths (536.56) feet; thence deflecting right 14°46'00" and running Southwesterly for a distance of Three Hundred Fifty-Nine and Forty-One Hundredths (359.41) feet; thence deflecting left 115°11'05" and running Southeasterly for a distance of One Hundred Sixty-Six and Ninety Hundredths (164.90) feet; thence deflecting right 9°56'25" and running Southeasterly for a distance of Two Hundred Forty and Forty-Five Hundredths (240.45) feet; thence deflecting right 83°29'00" and running Southwesterly for a distance of One Thousand Eight Hundred Sixty-Two and Thirteen Hundredths (1862.13) feet; thence deflecting right 11°35'15" and running Southwesterly for a distance of Three Hundred Eighty-Five and Sixty-Seven Hundredths (385.67) feet; thence deflecting left 14°31'20" and running Southwesterly for a distance of Two Hundred Forty-Three and Nineteen Hundredths (243.14) feet; thence deflecting right 8°23'50" and running Southwesterly for a distance of Four Hundred Thirty-Three and Fifty-Four Hundredths (433.54) feet; thence deflecting left 63°40'52" and running Southeasterly for a distance of Ninety-Three and Sixty-Six Hundredths (93.66) feet to the point of beginning and containing 160.39 acres, more or less.

EXHIBIT B

The Common Area consists of Lots Forty-seven (47), Forty-eight (48), Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57) and Fifty-eight (58), as set out in the final plat of Heron Point Subdivision in Merrick and Polk Counties as certified by Jimmy L. Graves, L.S. on June 10, 2002 and recorded in Plat Book 8 page 86 of the Office of Register of Deeds of Merrick County, and Plat Book 6D page 3 of the Office of Register of Deeds of Polk County all in the State of Nebraska. The common area includes all roads and all lakes located on the said real estate.

The legal description of the Common Area is:

All real estate described in ~~Exhibit A~~ excepting Lots One through Forty-six (1-46) and Forty-nine through Fifty-three (49-53) as set out in the final plat of Heron Point Subdivision located in part of Section Seven (7), Eight (8), and Seventeen (17) in Township Fourteen (14) North, Range Four (4) West of the 6th P.M. in Merrick and Polk County, Nebraska as certified by Jimmy L. Graves, L.S. on June 10, 2002 and recorded in Plat Book 8 Page 86 of the Office of Register of Deeds of Merrick County, and Plat Book 6D Page 3 of the Office of Register of Deeds of Polk County all in the State of Nebraska.