

VENCIL ISLAND LANDOWNERS' ASSOCIATION DBA: VILA CONDITIONS, RESTRICTIONS, SAFETY RULES, AND REGULATIONS

All Vencil Island Landowners Association dba: VILA hereinafter referred to as "Corporation" "Shareholders" and "Tenants" who hold shares or leases for access to one or more "Lots" on Vencil Island hereinafter referred to as "Property," are responsible for ensuring that they and their "Guests" understand and abide by the following rules and regulations and Shareholder Agreement or leases entered into between the Corporation and Shareholders/Tenants. These Conditions, Restrictions, Safety Rules, and Regulations hereinafter referred to as "Rules" provide Shareholders a common understanding for expected behavior and to help maintain a safe environment for all Lot owners, Tenants, and Guests.

Disregard, violation, or abuse of Rules is grounds for fines and/or suspension of privileges.

Corporation members of its Board of Directors hereinafter referred to as "Board" and individuals acting under the authority of the Corporation are not liable for any damages and/or injuries sustained while Shareholders or Tenants or their Guests are using Corporation Property and facilities.

Shareholders and Tenants should directly communicate observed Rules violations and resolve minor grievances with the other party BEFORE communicating with the Board. For consideration by the Board, violations must be signed and submitted in writing, retaining at least one copy.

Serious safety violations of Sarpy County, Nebraska State, or Federal laws should be reported immediately to the Sarpy County Sheriff's Dept. (402-727-2700) or (911). Any personal injury or property damage must be reported to the Board immediately.

A. SHAREHOLDER and TENANT PERSONAL RESPONSIBILITY

1. The Board of the Corporation shall have the authority to enforce the Rules of the Property, ponds, streams, tributaries, and the Elkhorn & Platte Rivers. Serious violations of any Rules are to be immediately reported in writing to the Board.
2. Each Shareholder and Tenant shall always carry liability insurance in the minimum amount of \$500,000 liability and shall list the Corporation as an additional insured. Shareholder/Tenant shall annually provide the Board with a valid certificate of insurance with submission of their HOA dues or lease payments each March.
3. Shareholders and Tenants are responsible for their Guests.
4. There shall be no leasing of a cabin or Lot by any Tenant. Tenants are prohibited from leasing their assigned Lots to others.
5. Shareholders are permitted to lease their Lots to others with prior approval of the Board. Provided the Shareholders prospective tenant(s) submit to a background check at the current cost for said test, each tenant and/or background check, payable to VILA. And, provided they use the same lease that the Corporation uses with their own Tenants. Board shall provide a copy of this lease to any Shareholder approved to lease their Lot. Board shall have the right to review all leases annually that Shareholders hold with their own Tenants. Shareholders Tenants shall abide by all Rules of the Property. Shareholder Tenants will also be required to carry a \$500,000 liability policy and shall list the Corporation as an additional insured. Copies of the leases between Shareholders and their Tenants, as well as Shareholders Tenants certificate of insurance will be submitted annually to the Board for review and approval.
6. If a cabin or permanent trailer is on the Lot and is a taxable property improvement as per Sarpy Co Assessor. Shareholders and Tenants are permitted sell said cabin or permanent trailer to others with prior approval of the Board. No contracts shall be executed between seller(s) & buyer(s) unless approved by board. All prospective buyer(s) must pass a background check at the current cost of said test, each buyer and/or background check, payable to VILA.
7. Shareholders and Tenants have an obligation to police the Property, including the common areas, and boundaries with all adjacent properties.
8. Dumping debris in the rivers adjoining the Property, as well as any other ponds, streams, or

9. Corporation reserves all hunting rights. Hunting will not be allowed without an approved, written lease from the Board. Reserved hunting includes, but is not limited to the hunting of waterfowl, turkey, deer, rabbit, and squirrel.
10. In accordance with USDA WRP easement guidelines, the WRP ground, which is marked, and the ponds and lakes within this area is leased to others for bow hunting of deer and turkey. Trespassing in this area is not permitted when deer and turkey bow hunting is in season. Only foot traffic will be allowed in designated WRP ground, no motorized vehicles of any type, or bikes shall be allowed. Unless it is for the purposes of maintenance and/or security as determined by the Board and/or the Security & Maintenance Committee. Fishing is permitted, but removal of any fish is strictly prohibited from any body of water located within the WRP boundaries.
11. Discharging firearms on the rivers, ponds, or any other areas of the Property of the Corporation is expressly prohibited. Unless it is for the purposes of maintenance and/or security as determined by the Board and/or the Security & Maintenance Committee. This does not apply to areas that are set aside for such purposes and only if an approved hunting lease granting such activities is in place with the Corporation.
12. Cabins and other improvements must be maintained in good condition including structural and cosmetic components and finishes.
13. Ground areas, Lots, lot lanes, beaches, etc., must be regularly maintained and mowed so that grass and weeds shall not exceed a height of one foot. Trees, bushes, and brush shall be cut back to at least 10' from any lane or roadway to allow for emergency vehicle access.
14. In an effort to prevent destruction by beavers and save the bank. All trees, located within 30' of Lot bank shall be wrapped, up to 36" in height and in a manner in which does not construe the tree from growth, with wire fence or mesh wire material.
15. Shareholders and Tenants shall not permit any activity on the Property of the Corporation which violates any federal, state or local law, or which is a nuisance to the Corporation, or other Shareholders and Tenants, or which causes waste on the property.
16. Personal security camera(s) can ONLY be placed on Shareholder/Tenant assigned Lot(s). Personal security or Game camera(s) shall not survey neighboring Lot(s), common areas, the boundaries of the leased hunting area, or any area beyond the lane or riverfront directly in front of Lot(s) in which they are placed. Game camera(s) shall be allowed for those who have an approved hunting lease from the Corporation. All Game camera(s) must be placed only within the boundaries of the leased hunting area. Game camera(s) shall be labeled with owner's full name for easy identification. Game camera(s) are NOT allowed on Corporation Property from January 31st of each year, thru August 1st of each year. Any camera(s) found in violation of this rule will be promptly removed and will become sole possession of the Corporation. Removal of camera(s) shall constitute the first warning as per Corporation Rules violation and fine standards.
17. Shareholders and Tenants shall not permit any alteration of the riverbanks in any manner without the written consent of the Board and which is not acceptable to the Army Corp of Engineers. Shareholders and Tenants shall not permit the cutting of trees or shrubs or remove vegetation, trees, or shrubs along the riverbanks without written consent of the Board.
18. No cattle, horses or other livestock is permitted on property of Corporation. Shareholders and Tenants are responsible and liable for the actions of their pet(s) hereinafter referred to as "Pet." The term Pet shall not include horses, cattle, or other livestock. Pets must be restrained by leashes or under Shareholder or Tenant control when not on the Shareholder's or Tenant's assigned Lot. Pets shall not cause any noise which could be deemed a nuisance to the Corporation, or other Shareholders or Tenants.
19. Common areas are equally shared by all Shareholders and Tenants and cannot be used or occupied for the purpose of storage or gardening unless previously approved by the Board.
20. Property of the Corporation shall be used for recreational purposes only and shall not be used as a continuous residence for Shareholders or Tenants, or any member of Shareholders or Tenants family or invitees thereof, without prior, written consent of the Board. If Shareholder or Tenant is a continuous resident, an additional annual fee of \$100 for Shareholders, and \$500 for Tenants shall apply and will be payable with HOA dues or lease payments.
21. Shareholders and Tenants are only allowed one (1) residential structure, cabin, or shelter on each assigned Lot. Shareholders and Tenants, with and/or without permanent structures are permitted

to have one (1) RV, motorhome, or camping trailer on their assigned Lot during the approved season. Those wishing to have more than one (1) RV, motorhome, or camping trailer on their assigned Lot are permitted to do so long as they have prior written consent from the Board. An additional annual fee will apply per each additional RV, motorhome, or trailer in the amount of \$100 for Shareholders, and \$500 Tenants. No more than two (2) RV, motorhome, or trailers will be allowed on each assigned Lot, unless Lot is a double or one and a half-sized lot. Double Lot will be allowed up to four (4), one and a half-sized Lot will be allowed up to 3. Lots which have a permanent residential structure are only allowed to have one additional RV, motorhome, or trailer per Lot. This does not apply to those that have received prior, written consent to have more than the above listed RV, motorhome, or camping trailer numbers due to grandfathered rights granted by the Board.

22. Shareholders and Tenants are permitted to have Guest(s) temporarily park their RV, motorhome, or camping trailer on their Lot, at no additional charge. Provided they have notified the Board by emailing either security@thevila.org and/or memberservices@thevila.org prior to placing on Lot and have included the date upon which the temporary RV, motorhome, or camping trailer will be placed on Lot, the lot #, and guest(s) name and phone number. Only one temporary RV, motorhome, or camping trailer is allowed per Lot (whether a single, one and half, or double lot). Temporary RV, motorhome, or camping trailer cannot remain on the Lot for more than 10 consecutive days at a time. Shareholders and Tenants cannot have temporary RV, motorhome, or camping trailers on Lot for more than 30 days total during one single season/year. Only one temporary RV, motorhome, or camping trailer is allowed per Lot (whether a single, one and half, or double lot). The board reserves the right to remove any temporary RV, motorhome, or camper trailer. Corporation, it's officers, board members, agents, assigns, representatives, employees, and volunteers are not liable or responsible for any damage caused to Shareholder or Tenant RV, motor home, camper, travel trailer, or any other property of Shareholder or Tenant.
23. Shareholders and Tenants have been advised that due to Federal government guidelines they are permitted to only park their RV, motor home, camper, or travel trailer on their assigned Lot from April 1st to October 31st. By October 31st of each year, Shareholders and Tenants must remove any/all RVs, motor homes, campers, travel trailers, etc. Failure to remove by October 31st will result in a \$500 fine. Assessment of fine does not grant Shareholder or Tenant extended right to use RV, motor home, camper, travel trailer after removal date of October 31st. Any/all remaining personal property, including lawn furniture, equipment, utility trailers, boats, canoes and/or anything not organic to the assigned Lot shall be stored, kept, and maintained in an organized manner year-round. Any RV, motor home, camper, travel trailer which remain past October 31st will be removed by the Corporation with all expenses of the removal, i.e. transportation, storage, etc., to be charged to the Shareholder or Tenant, plus a 30% administrative fee. Corporation, it's officers, board members, agents, assigns, representatives, employees, and volunteers are not liable or responsible for any damage caused to Shareholder or Tenant RV, motor home, camper, travel trailer, or any other property of Shareholder or Tenant.
24. The main gate(s) on the Platte & Elkhorn shall remained closed and locked at all times. Save for those instances in which a Shareholder(s) or Tenant(s) has requested and received approval from VILA Board of Directors VP of Security, no less than 24 hours prior to request, to keep gate unlocked for a specific period of time. During these requested time(s), the gate(s) must remain closed, but can remain unlocked. No outside locks are permitted to be placed on the chains of the gate(s) which would prevent the ability to lock gate(s) in the event of an emergency as determined by VILA Board of Directors. Shareholder(s) and Tenant(s) shall post a "sign" at the gate(s) attached to clip board(s) which are provided for at gate(s). Sign shall include the Shareholder(s) and/or Tenant(s) name, lot #, phone #, and timeframe for which gate(s) need to remain unlocked. There will be no approval granted for gate(s) to be left unlocked between the hours of 12/midnight and 6 a.m.
25. Between the hours of Midnight to 6am a "quiet time" will be enforced. This does not mean that everything has to be shut down. It is a request from all to all to please bring the noise levels down and respect your neighbors, both next to you and not.

B. SANITATION AND ENVIRONMENT

1. Shareholders and Tenants shall keep their assigned Lots free of trash and garbage. Littering anywhere on the Property of the Corporation is not permitted. All garbage and trash shall be placed in suitable closed containers, and trash container enclosures are required. Trash and garbage must not be allowed to accumulate, and residents are responsible for providing acceptable disposal. Disposal of any refuse is not allowed on common Property unless a refuse container has been approved and provided by Board.

Removal and disposal of trash and garbage is the sole responsibility of each Shareholder and Tenant and their Guests.

2. All sanitary facilities must comply with applicable county and state health regulations.
3. No outdoor privies.
4. Burning of garbage is not permitted.
5. Open burning is restricted to small, controlled, recreational fires on a resident's Lot when contained in a constructed pit or ring and tended by the Shareholder, Tenant and/or Guest. Only tree limbs and untreated wood may be burned in accordance with state regulations.
6. Lawns, shrubs, and garden must be maintained in clean and orderly condition and Lot improvements in good repair and cosmetic condition.
7. Shareholders and Tenants which have Lots which front on either the Elkhorn River or the Platte River will not change the shoreline by dredging or filling in any way without the express written consent of the Board and of which is not acceptable to the Army Corps of Engineers.
8. Other than dwelling heating purposes, fuel storage tank usage is not permitted.
9. No cutting down or removal or destruction of live or living tree(s) that are 5" or greater in diameter. Regardless if on one's lot or in common area(s), shall be permitted without prior written consent from VILA Board of Directors.

C. PHYSICAL IMPROVEMENTS AND CONSTRUCTION

1. Only single-family residences, cabins, mobile/manufactured homes, RVs, motorhomes, and trailers are permitted.
2. Shareholders and Tenants shall take all precautions to preserve and protect all buildings, fences, and improvements of every kind that are now on the assigned Lot. As well as to maintain structural integrity and visual appearance of their property to ensure the assessed and invested recreational value applied to them is maintained. Corporation reserves the right to notify Shareholders or Tenants of property that is deemed in disrepair and will establish a timeline by which time the repairs identified by the Corporation must be made. In the event that the Shareholder or Tenant fails to make the necessary repairs, the Corporation shall assess a fine.
3. Due to Sarpy County, State of Nebraska, or Federal floodway rules and regulations any permanent structures located on Lots which are damaged to the extent of over 50% of the value of said permanent structures, such permanent structures cannot be repaired or replaced. Furthermore, in the event of any damage by fire, flood, wind, or decay that exceeds the 50% value of the structure(s) on the Lot shall be removed at the obligation of Shareholder or Tenant within 60 days of written notice from the Corporation, State Fire Marshall, FEMA, or another other Federal, State, or local government agency. In the event the Shareholder or Tenant fails to clear the Lot, and the Corporation incurs any cost to make any repairs or dispose of any of Shareholder or Tenants property, Shareholder or Tenant shall, within 15 days after demand therefore from the Corporation, reimburse Corporation for all costs incurred by Corporation to make such repairs or to dispose of such property, plus a 30% administrative fee.
4. No improvements, construction, addition of structures or any installation of personal property of any kind may be made to any Lot which would be in violation of Sarpy County, State of Nebraska, or federal floodway rules and regulations.
5. Plans and installation of new or replacement wells and septic systems and holding tanks must meet all Title 124 - Nebraska Department of Environmental Quality requirements before submission to the Board and prior to the application with city or county offices for required permits.
6. Temporary erection of structures is not permitted for any purpose. Temporary structure definition shall include, but will not be limited to: outdoor privies, sheds, shacks, etc. Prior approval for any/all temporary structures must be provided via written consent from the Board.

D. EQUIPMENT & MOTOR VEHICLES

1. Unused or inoperable motor vehicles, boats, trailers, and other equipment may not be maintained or stored on Property.
2. The following equipment and vehicles are deemed a nuisance and are not permitted for use on Property, shall include but is not limited to: motorcycles, motorbikes, dirt-bikes, motor scooters, three-wheelers, quad-runners, 4-wheelers, ATVs, UTVs, gas operated golf cars (unless approved by the Board with written consent), air boats and personal watercraft, i.e. jet ski type vehicles. The term “motorcycle” does not apply to any/all personal use vehicles used to access a shareholders or tenants Lot.
3. Battery operated golf carts are allowed. Specific insurance policies covering any/all battery-operated golf carts, as well as any/all approved gas operated golf carts, are required to be in place with a liability limit no less than \$250,000 per person / \$500,000 per accident bodily injury liability, and \$100,000 property damage liability coverage listing Corporation as an additional insured are required. A valid certificate of insurance or copy of executed policy is required to be presented to the Board upon inspection and prior to receipt of Golf Cart Permit.
4. Any/all battery-operated golf carts, as well as any/all approved gas operated golf carts, are required to have a Golf Cart Permit affixed to them at all times. Permit must be in an area that is easy to locate. Permits are \$25.00 per each approved golf cart, annually.
5. Under 16 years of age operation is permitted on battery operated golf carts, and approved gas operated golf carts, provided that a proof of underage operation endorsement is present on an in-force insurance policy.
6. All battery operated, and approved gas operated golf carts shall maintain the Lot numbers for the shareholder or tenant Lot to which the golf cart belongs. Lot numbers must be 3” in height, capital – bold – block style lettering, contrasting color to placement location, read left to right in horizontal plane and reflective. Must be maintained in good legible condition.
7. All vehicles must use only established roads and obey all posted speed limits, including, but not limited to golf carts, tractors, and lawn equipment.
8. Speed limit is 15 miles per hour on Property.
9. Attached headlights and taillights must be operational after dark on all motorized vehicles. Discretion should be used when operating motorized vehicles after dark to be courteous, safe, and quiet.
10. Reckless or dangerous operation of golf carts shall not be permitted. Examples are as follows but not limited to and are at the discretion of the board:
 - Standing while in motion
 - Swerving
 - Running posted stop signs
 - Off roading or mudding
11. Minimum age limit of 10 years old for operation of a golf cart. If a child who is under 10 years of age is operating a golf cart, an adult at least 19 years of age must be present on the golf cart.

E. VIOLATIONS AND FINE STANDARDS

1. The following are the standards for violation of Rules, unless otherwise stated.
 - First violation will result in a written warning from the Board.
 - Second violation will result in a fine of \$100.
 - Third violation will result in a fine of \$500.
 - Fourth violation will initiate an immediate review of the member or tenant for possible expulsion from the Property (Tenant/Shareholder) or Association (Shareholder).

4. THE FOLLOWING VIOLATIONS HAVE THEIR OWN STANDARDS.

- Littering. Will result in an instant fine of \$100. This will also place the violator into the second violation category. There will be no warning issued and the next violation will be a \$500 fine. Followed by Board review for possible expulsion.
 - Illegal Dumping. Will result in an instant fine of \$500. This will also place the violator into the third violation category. Next step will be Board review for possible expulsion.
 - Off Roothing/Mudding. Will result in an instant fine of \$500. This will also place the violator into the third violation category. Next step will be Board review for possible expulsion.
3. All fines are to be paid promptly to Corporation upon enforcement of the violation. Fines that are not remitted within fifteen (15) days of being enforced will result in violator being placed into the next category of Rules violation and fine standards.
 4. Shareholders and Tenants are responsible for their Guests, i.e. the violation and subsequent consequences are that of the Shareholder(s) or Tenant(s), not the Guest(s).
 5. If Shareholder or Tenant is expelled from Property due to violation of Rules there will be no refund of annual dues or lease.

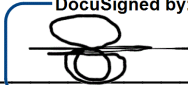
These Conditions, Restrictions, Safety Rules, and Regulations shall be binding upon all Corporation Shareholders, Tenants, and any person or entity using Property, and may only be changed or amended by a written majority vote of the Shareholders as provided in the Corporation's Bylaws that set the number of votes entitled to each Shareholder. Rule changes or amendments enacted by a majority of Shareholders as outlined above shall have priority and binding effect over any conflicting rule or regulation adopted by the Board.

The foregoing shall constitute the Conditions, Restrictions, Safety Rules, and Regulations of the Corporation and are hereby adopted and approved.

IN WITNESS WHEREOF, the Corporation has caused these to be executed and adopted this 17th day of September, 2023.

Vencil Island Landowners Association dba: VILA, a Nebraska non-profit Corporation

BY: _____
 Its President – Trevor Fiala

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BY: _____
 Its Secretary – Mike Munson

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