

SUMMERWOOD LAKES ASSOCIATION
Semi-annual meeting of the Board of Directors
March 26, 2023, at 12:15 PM
Location: Lot 12 Morningstar

Minutes

Call to order and welcome guests. The following Member Representatives (Board of Directors) and Staff were present: Rick Martinsen, Doug Sterup (Bucktail), Kip Anderson (Heron Point), Jim Crawford, Jim Luethje (Morningstar), LeRoy Gerrard (Sleepy Eye), Karen Kayton, Craig Beebe (Sundance), and Russ Bayer (Secretary / Treasurer). In addition, Holly Dravitski was in attendance.

1. Approval of minutes - The minutes of the September 11, 2022, semi-annual meeting approved unanimously. (Motion DS second JL)
2. Treasurer report
 - Through December 31, 2022, financial reports reviewed (Attachment 1 and 2):
 - Cash on hand of \$58,252.69 of which \$33,083.94 is assigned to designated and miscellaneous reserves as noted on the balance sheet
 - A motioned was made by JC and seconded by RM to approve the reports as presented. The motion passed unanimously.
 - The previously approved 2023 budget was reviewed. (Attachment 3)
3. Committee Reports
 - a. Trees/Front gate commons areas
 - Mailbox extension complete. Final work to be completed is a repaint of all front area. If anyone is interested in taking this project on for a fee or knows of a painter, please let a board member know.
 - A quote was received to remove three dead trees for \$750 - \$800. Jim Luethje has agreed to hire a crew and complete this work for \$500.00
 - b. Collection area:
 - Scott Watts and family cleaned out the collection area. – Thank You!
 - Recently someone dumped their leaves / grasses but left them in plastic bags.
PLEASE ONLY PUT LEAVES, GRASSES, AND BRANCHES IN THE RESPECTIVE COLLECTION AREAS. NO BAGS OR TRASH OF ANY KIND.
 - THANK YOU FOR MOVING YOUR GRASSES AND TREE LIMBS AS FAR BACK AS POSSIBLE IN THE PIT and FOLLOWING POSTED RULES.

c. Gate:

- The practice of opening the gate for longer hours on Memorial Day weekend, Independence Day weekend and Labor Day weekend worked this past year and will be continued into the future. The gate will be opened on Friday, Saturday, and Sunday from 6:00 AM to 9:00 PM.

d. Directory:

- In 2023 Lot Owners will be emailed a PDF version of the directory. If a printed version is requested by an individual or lot owner, the fee will be \$7.50 per copy.
- Some discussion about providing a hard copy to new owners. No action taken.

e. Road Maintenance:

- There are a few cracks in the bottom of the dips and along the road. These will be filled in 2023

4. Old business

a. High capacity well for Clarks VFD

- The board had previously received a quote to install a high capacity well for the purposes of pumping 300 gallons per minute into Fire Trucks in case a large fire takes place on Summerwood. A second quote was also received. The cost will likely be \$25,000 for the well and some additional fee, estimated to be between \$5,000 and \$10,000, for electrical hook-up.
- General discussion with no action was supportive of the well. The next two steps are funding and location.
 - i. JL and RB will be attending the Merrick County Board meeting on 4/11/23 to request funding assistance. We are hoping to have a similar conversation with Polk County as a portion of Heron Point (Lots 21 through 43) are in Polk County. In addition, SPD will be contacted to see if they have grants for this type of project.
 - ii. The Summerwood reserves are able to fund this project as well if approved.
 - iii. A proposed location is along the newly paved section of the Summerwood Road near existing electrical service.
- Board members are asked to obtain opinions of the owners. Morningstar discussed in 2022 lake meeting with no dissension.

b. Fueling station update

- The CVA take over of the fueling point is coming along. Those who have signed up for an account will have the system set up for their use, with a new access code soon.

- c. Invasive Species (This topic is a regular agenda item for the Board. Information previously posted will continue to be included in Board minutes as a reminder of the need to be ever watchful of the invasive species that can damage our lakes.)

- **Zebra mussels** look like a D-shaped clam that is less than an inch long. They have alternating light and dark bands and filters plankton from water, which is a food source for animals.

So far, Game and Parks is aware of zebra mussel populations in the Missouri River that have spread through the entire length downstream of Gavins Point Dam. Populations also exist in Lewis and Clark Lake, Lake Yankton and at the Offutt Base Lake.

- The Board has no authority over individual lakes, each lake must take its own action to ensure their respective lake is not infested. The following suggestions are applicable:
 - Each Lake should create its own policy regarding access to the lake with any watercraft.
 - Lakes should be proactive in preventing any foreign water coming into their lake. Canoes, kayaks, life vests, water toys are all carriers.
 - Ongoing education and awareness are always important
 - **Any contractor coming into a lake should be completely inspected and forced to obey the rules of the lake.**
 - www.neinvasives.com has valuable information
- **Noxious Weeds:** It is the responsibility of landowners to remove noxious weeds. One example prevalent in the Summerwood lakes area is Phragmites.
- **Controlling Blue Green Algae:** Based on conversations with Aquatic Biologists, and other water quality experts here are some steps that are critical to stabilizing clarity and water quality:
 - Keep grass clippings and leaves out of the lake. There are enough trees around that the lakes get their own share of leaves, but we should not dump or blow leaves or clippings into the lake
 - Use no phosphorus fertilizers on our lawns
 - Use mulching mowers to reduce fertilizer requirements
 - Be aware of what drains from your lawns, driveways, and homes.
 - Keep high concentration of waterfowl (geese) out of the lake.

Not doing these things will cause more nutrients to be added to the lake. More nutrients equal decreased water quality and increased blue-green algae blooms.

d. Legal document review

- As a result of a question at the September Board meeting a review of the Summerwood legal documents is taking place. This review will include all applicable documents (By-Laws, Articles, Corrective Easement / Maintenance Agreement) with the intent to determine if Declarations are needed and suggest appropriation course of action. In addition, we are requesting an opinion on Road Maintenance Requirements of Summerwood Lakes Association.
- Initial response from an attorney involved during the document creations was received and is located in attachments 4, 5 and 6.
- The original author of the documents has also been contacted and a response is likely in the near future.
- Some discussion occurred on who to have do this review. Though no motion was made there was discussion whether a lawyer dedicated in HOA / real estate matters should be used. A dedicated expert in these matters maybe used to review the final documents once they are all received and updated.

e. Fireworks:

The Summerwood fireworks show will be Saturday, July 1, 2023, the rain date is Sunday, July 2, 2023.

f. The use of golf carts remains a major safety and liability concern. Many golf cart users continue to violate the Summerwood Rule regarding the use of golf carts. As a reminder:

- **Per Summerwood Rules, as adopted by all lakes, all golf carts must have the lot number and lake letter at least two inches in size located on both sides of the vehicle.** This rule applies to owned, rented, borrowed, or visiting golf carts.
- In addition, per those same rules, golf carts or other small, motorized utility vehicles, which cannot exceed 20 mph, may be operated on Summerwood roads for other than egress or maintenance purposes by either a licensed driver or unlicensed driver if accompanied by a licensed driver.

g. Boater Safety.

The Boating Safety Course is great training for everyone **AND** it is required by state law for anyone born after December 31, 1985, to successfully complete a Boating Safety Course and possess a course certificate while operating any powered watercraft. This includes but not limited to motorboats, speed boats, personal watercraft / jet skis and pontoon boats.

i. There are now three options for the class:

- Option A** is a 6-hour in-person classroom session taught by certified volunteers and agency staff. Students will take a proctored exam and the end of the class.
- Option B** is a self-taught home study course. Students can download and review the course study materials. After studying, students will need to register for an Option B test-out session to take a proctored exam.
- Option C** is an online course. Students can take the class at their own pace from wherever is convenient for them.

All students, regardless of which course option they choose, are required to pass the boating safety exam with a 75% or higher. A certificate of completion will be issued to those who pass the exam

More information is available at:

<http://outdoornebraska.gov/boatereducation>

Boater guides are at: <http://outdoornebraska.gov/guides/>

- h. Board “who to call” list: A “who to call” directory was created to assist current and future boards in contacting the vendors who have worked with the board on various projects around the lakes. This list has been sent to all board members.

5. New Business

- a. Heron Point Purchase of Lot 49 [Attachment 7]. Heron Point has requested the purchase of Lot 49 from Summerwood. This lot is adjacent to the Heron Point Road. The purpose of the acquisition is to allow Heron Point to modify the lot to allow drainage from the Heron Point Road. Items covered during the discussion:
 - Summerwood had previously denied a request to purchase Summerwood property and does not want to have a precedence of doing so.
 - Though no discussion on price was held, the buyer in any case would have to pay all legal expenses incurred by Summerwood to ensure the legal documents of Summerwood are followed, and the transaction is correctly documented.
 - If the purchase were agreed to, all existing restrictions on Lot 49 including planting and maintenance requirements would stay with the lot.
 - The proposal itself needs to be approved by the Heron Point Board at a minimum, and any other approvals required by applicable rules and regulations. Prior to consideration by Summerwood.
 - As mentioned the Summerwood Board did not appear to have strong interest in selling the property, but would be interested in providing an easement to Heron Point to make the necessary adjustments to the ground to allow the drainage required.

6. Other Business

Current officers (Terms expire after the fall board meeting)

President	-	Kip Anderson
1 st Vice-President	-	Craig Beebe
2 nd Vice-President	-	Rick Martinsen
Secretary	-	Russ Bayer
Treasurer	-	Russ Bayer

- a. The current Member Representatives and their terms are as follows.

<u>Member Representative</u>	<u>Lake</u>	<u>Term End Date</u>
Rick Martinsen	Bucktail	August 31, 2023
Doug Sterup	Bucktail	August 31, 2024
Kip Anderson	Heron Point	August 31, 2023
Vic Lee	Heron Point	August 31, 2025
Jim Luethje	Morningstar	August 31, 2025
Jim Crawford	Morningstar	August 31, 2023
LeRoy Gerrard	Sleepy Eye	August 31, 2025
Karen Kayton	Sundance	August 31, 2025
Craig Beebe	Sundance	August 31, 2024

Those highlighted in yellow have terms expiring in 2023. Their respective lake owners need to either reelected the representative or replace prior to the September meeting.

7. Adjourn

The meeting was adjourned at 1:40 PM. Motion by CB and seconded by JC passed unanimously.

Respectfully submitted,

Russ Bayer

Russ Bayer

Attachment 1

Balance Sheet on 12/31/22

ASSETS

Current Assets

Cash	\$	20,842.13
Money Market		4,326.62
CD - 8812		11,465.12
CD - 8916		11,106.83
CD - 9098		<u>10,511.99</u>

Total Current Assets 58,252.69

Property and Equipment _____

Total Property and Equipment 0.00

Other Assets _____

Total Other Assets 0.00

Total Assets \$ 58,252.69

LIABILITIES AND CAPITAL

Current Liabilities _____

Total Current Liabilities 0.00

Long-Term Liabilities _____

Total Long-Term Liabilities 0.00

Total Liabilities 0.00

Capital

Beginning Balance Equity	\$	67,789.08
RETAINED EARNINGS		(23,114.40)
Net Income		<u>13,578.01</u>

Total Capital 58,252.69

Total Liabilities & Capital \$ 58,252.69

Notes:

Three CDs total	\$	33,083.94	
		4,483.94	remaining reserve from 2021 road project
		9,400.00	future road reserve (\$6,200 to be added in early 2023 for 2022)
		19,200.00	miscellaneous reserve
		<hr/>	
	\$	33,083.94	

Attachment 2

Income Statement as of 12/31/22

Revenues		
Bucktail Assessment	\$	9,750.00
Morningstar Assessment		9,250.00
Sundance Assessment		7,750.00
Heron Point Assessment		11,500.00
Sleepy Eye Assessment		750.00
Income -- Misc		113.80
Interest Income		254.81
		<hr/>
Total Revenues		39,368.61
		<hr/>
Expenses		
Charitable Contribution		500.00
Contract Labor		1,800.00
Fireworks		6,000.00
Insurance		2,487.00
Office Supplies		353.63
Directory		36.97
REPAIRS		0.00
Property Maintenance & Repairs		7,429.70
Collection Area		3,750.00
Front Area Maintenance		1,302.26
REPAIRS - EQUIPMENT		182.61
Taxes -Other		293.10
Telephone Expense		793.33
Utilities		862.00
		<hr/>
Total Expenses		25,790.60
		<hr/>
Net Income	\$	13,578.01

Attachment 3

		2022 Approved Budget	2022 Actual	2023 Approved Budget \$250.00
Revenues				
Bucktail Assessment	39	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00
Morningstar Assessment	37	\$ 9,250.00	\$ 9,250.00	\$ 9,250.00
Sundance Assessment	31	\$ 7,750.00	\$ 7,750.00	\$ 7,750.00
Heron Point Assessment	46	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
Sleepy Eye Assessment	3	\$ 750.00	\$ 750.00	\$ 750.00
Income -- Misc		\$ -	\$ 113.80	\$ -
Interest Income		\$ 200.00	\$ 254.81	\$ 200.00
Total Revenues		<u>\$ 39,200.00</u>	<u>\$ 39,368.61</u>	<u>\$ 39,200.00</u>
Expenditures				
Charitable Contribution		\$ 500.00	\$ 500.00	\$ 500.00
Contract Labor		\$ 2,400.00	\$ 1,800.00	\$ 2,400.00
Dues & Fees		\$ 50.00		\$ 50.00
Fireworks		\$ 5,300.00	\$ 6,000.00	\$ 6,000.00
Insurance		\$ 2,350.00	\$ 2,487.00	\$ 2,500.00
Accounting		\$ 500.00		\$ 800.00
Office Supplies		\$ 75.00	\$ 353.63	\$ 500.00
Directory		\$ 650.00	\$ 36.97	\$ 100.00
Webpage		\$ 50.00	\$ -	\$ 75.00
Postage		\$ 50.00	\$ -	\$ -
Property Maintenance and Repairs				
Collection Area		\$ 5,000.00	\$ 3,750.00	\$ 5,000.00
Front Area Maintenance		\$ 5,700.00	\$ 6,631.96	\$ 6,000.00
Gate		\$ 2,000.00	\$ 182.61	\$ 2,000.00
Road Maintenance		\$ 2,500.00	\$ -	\$ 2,500.00
Road Reserve		\$ 7,800.00	\$ -	\$ 7,800.00
Spraying - mosquito		\$ 2,000.00	\$ 2,100.00	\$ 2,200.00
Taxes -Other		\$ 300.00	\$ 293.10	\$ 300.00
Telephone Expense		\$ 1,000.00	\$ 793.33	\$ 1,100.00
Utilities		\$ 900.00	\$ 862.00	\$ 1,000.00
Total Expenditures		<u>\$ 39,125.00</u>	<u>\$ 25,790.60</u>	<u>\$ 40,825.00</u>
Surplus		<u><u>\$ 75.00</u></u>	<u><u>\$ 13,578.01</u></u>	<u><u>\$ (1,625.00)</u></u>

Attachment 4

From: Kelly Thomas <KThomas@svehlalaw.net>
Sent: Monday, September 19, 2022 3:52 PM
To: Russell Bayer <russ@bayerfamilypartnership.com>
Subject: RE: Summerwood Lakes Association

Hello Russ,

My recollection is I represented Overland because Julie Reiter from the Mills Brothers office was on an extended leave of absence from practicing law. The idea behind Summerwood was that as Overland's activity and use were rapidly decreasing and it made more sense for the lake associations to own the roads. So, Summerwood Lakes Association (which Overland created) became the owner of the roads owned by Overland (the haul road I think?) and the roads owned by other lake associations to provide for the use, maintenance, repair, and insurance of the roads since the majority of use was by the lake lot owners. Overland also reserved easements so it maintained its right to access its property for business purposes. I'm sure I drafted the articles of incorporation and related documents to create the corporation. I may have drafted the attached Easement Agreements. I may have provided proposed rules for the use of the roads. I have attached the documents I think are pertinent which were recorded in Merrick County. I don't think I prepared any declarations for Summerwood as the plan was for it to own the roads, some waste ground, and the entrance (my recollection again). So, the closest thing to a declaration that affects Summerwood is the attached Easement for Access and the Corrective Easement – Maintenance Agreement. It might be worth your time contacting Julie Reiter too as she may be able to shed more light than I can since I was a "pinch hitter." I hope this helps!

Sincerely,

Kelly M. Thomas

From: Russell Bayer <russ@bayerfamilypartnership.com>
Sent: Monday, September 19, 2022 9:21 AM
To: Kelly Thomas <KThomas@svehlalaw.net>
Subject: Summerwood Lakes Association

Hello Kelly,

My name is Russ Bayer. I am on the Summerwood Lakes Association board of directors. Twenty plus years ago you helped Vayden Anderson and Merlyn Hansen incorporate the various lake associations and create the various legal documents.

We have nearly everything but cannot locate the declarations for the actual Summerwood Association that are referenced in the Articles of Incorporation. Holly Dravitski, Vayden's daughter, checked to see if they were filed with Merrick County and they were not.

Can you please have your files searched to see if you have a copy, or determine if they were ever created?

I would be happy to call you and visit about this in more detail if you wish.

Thank you for your time.

Russ Bayer
492-730-0638

Attachment 5

BOOK *MM* PAGE *872*

PERPETUAL RESERVATION FOR ACCESS
(Including Right to Construct Driveway)

This Reservation is made this 1st day of April, 2004, by OVERLAND SAND & GRAVEL, a Nebraska Corporation with its principal office of domicile situated in Stromsburg, Nebraska, herein referred to as "Overland".

WITNESS:

WHEREAS, Overland is the owner of Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) of Overland's Subdivision, Merrick County, Nebraska; according to the Plat thereof recorded in Plat Book 8, Page 95 in the Merrick County Register of Deeds Office on November 26, 2003; and

WHEREAS, Overland is the owner of Lots One (1) and Eight (8) of Overland's Subdivision, Merrick County, Nebraska; according to the Plat thereof recorded in Plat Book 8, Page 95 in the Merrick County Register of Deeds Office on November 26, 2003; and

WHEREAS, Overland contemplates that it will convey Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) of Overland's Subdivision, Merrick County, Nebraska to Summerwood Lakes Association, a Nebraska Non-profit Corporation; and

WHEREAS, Overland wishes to retain certain easement rights over Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) of Overland's Subdivision by imposing certain easements upon Lots Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) of Overland's Subdivision for the benefit of Lots One (1) and Eight (8) of Overland's Subdivision.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other value consideration, the receipt and sufficiency of which is hereby acknowledged, Overland hereby retains unto itself, its successors, assigns, licensees, invitees, and employees the following:

SECTION 1 - RESERVATION OF EASEMENT

Overland reserves a perpetual easement over and across Lot 2 for access and driveway purposes for the benefit of Lot 1.

Overland reserves a perpetual easement over and across Lots 4, 5, 6, and 7 for access and driveway purposes for the benefit of Lot 8.

Overland reserves a perpetual easement over and across Lot 3 for access and driveway purposes for the benefit of Lots 1 and 8.

Filed for Record this 4th day of May
2007 at 4:00 PM
Recorded in Book MM at Page 872
Instrument No. 200700846
Merrick County Clerk Lynette R. Rasmussen
Deputy

SECTION 2 - ACCESS AND DRIVEWAY PURPOSES DEFINED

"Access purposes" as used in this reservation means that Overland, for the benefit of Lots 1 and 8, shall have the right to access any part or portion of Lots 3, 4, 5, 6, and 7 in order to gain access to Lot 8. It shall also apply for the benefit of any re-platting of any lot re-platted which includes Lot 8 as part of the re-plat. It shall also mean that Overland, for the benefit of Lot 1 shall have the right to access any part or portion of Lot 2 in order to gain access to Lot 1.

"Driveway purposes" as used in this reservation means the right to construct a road or roads, over and across Lots 2, 3, 4, 5, 6, and 7, which roads shall be a minimum of thirty (30) feet in width and which shall be located on said lots for use by vehicles.

SECTION 3 - CONSTRUCTION AND MAINTENANCE

Any driveway described above shall be constructed and maintained in good repair by Overland, or its successors in interest, at its sole cost and expense.

SECTION - 4 RESERVATION OF ACCESS EASEMENT AND DRIVEWAY EASEMENTS RUN WITH LAND

This grant of access easement and driveway easement shall run with the land and shall be binding on and shall inure to the benefit of the owners of the lots described above, their respective heirs, successors or assigns.

SECTION - 5 LACK OF EXERCISE/NONUSE SHALL NOT TERMINATE THIS RESERVATION

The right of access and the right to construct a driveway across Lots 2, 3, 4, 5, 6, and 7 shall not terminate because of the failure of Overland, its successors or assigns to exercise the rights reserved in this document. Instead, the rights reserved herein shall be perpetual in nature and Overland also reserves and easement for ingress and egress for itself, its successors and assigns, its tenants, invitees and employees for ingress and egress for the purpose of establishing, constructing and maintaining a driveway thereon.

SECTION - 6 GOVERNING LAW

The reservation contained herein shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.


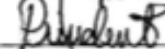
BOOK MM PAGE 874

SECTION - 7 MODIFICATION OF RESERVATION

Any modification of the reservations contained in this Agreement must be evidenced in writing and signed by the legal owner of the above described lots or by an authorized representative thereof.

IN WITNESS WHEREOF, Overland Sand & Gravel Company has caused this instrument to be executed the day and year first above written, by Merlyn Hansen, its President.


OVERLAND SAND & GRAVEL COMPANY,

By: 
Its 

STATE OF NEBRASKA)
) ss
County of Polk)

The foregoing instrument was acknowledged before me on the 1st day of April, 2004, by Merlyn Hansen, President of Overland Sand & Gravel Company, on behalf of said corporation.




Notary Public

Attachment 6

Filed for Record this 16th of May
20 07 at 2:59 PM
Recorded in Book MM of M Page 890
Instrument No. 200700917
Merrick County Clerk Jessie L. Owens
Deputy

BOOK MM PAGE 890

CORRECTIVE EASEMENT/MAINTENANCE AGREEMENT

Book MM Page 875

This Corrective Easement/Maintenance Agreement ("Agreement") made effective as of May 11, 2007, by and among SUMMERWOOD LAKES ASSOCIATION ("Summerwood"); BUCKTAIL LAKE ASSOCIATION ("Bucktail"); MORNINGSTAR LAKE ASSOCIATION ("Morningstar"); HERON POINT LAKE ASSOCIATION ("Heron Point"); SUNDANCE LAKE ASSOCIATION ("Sundance"); JAVA, INC., FORMERLY KNOWN AS OVERLAND SAND & GRAVEL COMPANY ("JAVA"), and OL PROPERTIES LLC, FORMERLY KNOWN AS OVERLAND LTD. ("OL Properties LLC") (collectively referred to as the "Parties"), is executed to create, describe and grant to each of the Parties a perpetual easement in and across various roadways, which roadways are set forth in the recitals below.

RECITALS

The Parties hereto recite and declare as follows:

WHEREAS, Morningstar is record title owner of a roadway identified as Lot 39 in the Morningstar Lake Subdivision, Merrick County, Nebraska, according to the plat thereof recorded in the Replat of Morningstar Lake Subdivision, recorded on March 11, 1998 in Plat Book 8, Page 44 A & B of the Plat Records of the Register of Deeds of Merrick County, Nebraska; and

WHEREAS, Bucktail is record title owner of a roadway identified as Lot 45 in the Bucktail Lake Subdivision, Merrick County, Nebraska, according to the plat thereof recorded on July 27, 1993 in Plat Book 6, Page 146 of the Plat Records of the Register of Deeds of Merrick County, Nebraska; and

WHEREAS, Heron Point is record title owner of a roadway identified as Lots 54 and 55 in the Heron Point Lake Subdivision, Merrick and Polk Counties, Nebraska, according to the plats thereof recorded on July 16, 2002 in Plat Book 8, Page 86 of Plat Records of the Register of Deeds of Merrick County, Nebraska and on July 16, 2002 in Plat Book 6D, Page 3 of Plat Records of the Register of Deeds of Polk County, Nebraska; and

WHEREAS, Sundance is record title owner of a roadway identified as Lots 30 and 33 of Sundance Lake Subdivision First Platting, according to the plat thereof recorded on August 22, 1989 in Plat Book 6, Page 119, and Lot 40 Sundance Lake Second Subdivision, according to the plat thereof recorded on November 26, 1997 in Plat Book 8, Page 40 of Plat Records of the Register Of Deeds of Merrick County, Nebraska.

WHEREAS, JAVA, Bucktail and Morningstar are the record title owners of different portions of a common roadway legally described as:

First to ascertain the point of beginning, starting at the West end of Lot Three (3), Overland's Subdivision located in part of Sections Eight (8), Seventeen (17), Eighteen (18), Township Fourteen (14) North, Range Four (4) West of the 6th

P.M., Merrick County, Nebraska; thence Easterly in Lot Three (3) to Lot Forty-Six (46), Bucktail Lake Subdivision; thence Easterly and crossing Lot Forty-Six (46) to Lot Forty-Five (45), Bucktail Lake Subdivision; thence Southeasterly and adjacent to Lot Nineteen (19) through Lot Twenty-One (21), Bucktail Lake Subdivision to Lot Six (6), Overland's Subdivision; thence Easterly in Lot Six (6), Overland's Subdivision to Lot Forty-Six (46), Bucktail Lake Subdivision; thence Easterly and crossing Lot Forty-Six (46), Bucktail Lake Subdivision to Lot Forty-Five (45), Bucktail Lake Subdivision; thence Easterly and adjacent to Lot Thirty-One (31) through Lot Forty (40) Bucktail Lake Subdivision; thence Easterly and crossing Lot Forty-Six (46), Bucktail Lake Subdivision to Lot Forty-Eight (48), Morningstar Lake Subdivision; thence Easterly in Lot Forty-Eight (48), Morningstar Lake Subdivision to Lot Thirty-Nine (39), Morningstar Lake Subdivision; thence Easterly and crossing Lots Thirty-Nine (39) and Forty-Four (44), Morningstar Lake Subdivision to the West side of Heron Point Subdivision.

(hereinafter referred to as "Summerwood Drive"); and

WHEREAS, the Parties hereto desire to create and to grant to all other Parties hereto perpetual easements on the roadways identified above that are contained within and traverses each Party's respective lake subdivision, as identified in the foregoing recitals; and

WHEREAS, the easements shall be used solely and exclusively for the use and enjoyment of the properties owned by and/or contained within the lake subdivisions of the Parties, their successors, heirs and assigns, and shall be used exclusively for the purposes of travel throughout, among, and around the various lake subdivisions of the Parties; and

WHEREAS, the Parties agree and acknowledge that it is essential to the value of the Parties' respective real estate and lake subdivisions that the easements across the lots set forth in these recitals be properly maintained in good condition and that no one interfere with the other Parties' use and enjoyment of the easements, so long as such use and enjoyment thereof does not exceed the grant of this agreement; and

WHEREAS, the Parties agree that it would be in the best interests of all the Parties if Summerwood Lakes Association would be the owner of that portion of road legally described in the fifth recital above; and

WHEREAS, this Corrective Easement/Maintenance Agreement is intended by the Parties to correct errors in the legal description set forth in the fifth recital of the original Easement/Maintenance Agreement to show the correct legal description to be that set forth in the fifth recital above; and

WHEREAS, as of the date that the original Easement/Maintenance Agreement became effective, which date is the date of the original Easement/Maintenance Agreement, the owners of the

parcels of real estate that are subject of this Agreement and who are the Parties hereto are as follows:

- A. Morningstar Lake Association is the owner of a certain roadway described as Lot 39.
- B. Bucktail Lake Association is the owner of a certain roadway described as Lot 45.
- C. Heron Point Lake Association is the owner of a certain roadway described as Lots 54 and 55.
- D. Sundance Lake Association is the owner of a certain roadway described as Lots 30, 33, and 40.
- E. Summerwood Lakes Association is or will be the owner of a certain roadway legally described in the fifth recital above and hereinafter referred to as Summerwood Drive.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the Parties each agree as follows:

SECTION 1 - EASEMENT

- 1.1. The easements that traverses across, over, and through each respective subdivision, if any, is established for the purpose of providing all Parties and their members and guests mutual ingress to and egress from and through their respective subdivisions, and for the reasonable use and enjoyment of those properties.
- 1.2. The easements burden each Parties' respective properties to the extent that it traverses, crosses and runs over and/or through the same, and the Parties hereto intend that the burdens and benefits of the easements shall be perpetual, and that such burdens and benefits shall be binding upon the Parties, each of their successors, heirs, assigns, agents, legal representatives, administrators, executors and any other persons and/or entities who currently possess or may acquire an interest in the properties from and/or through any of the Parties. The Parties further agree that a copy of this Agreement shall be filed for record, upon due execution, in the Office of the Register of Deeds of Merrick and Polk Counties, Nebraska.
- 1.3. Nothing herein shall create a gift or dedication of any portion of the easements to the general public.
- 1.4. The easements shall be used perpetually by the Parties and their members and guests for their benefit and for the benefit of their tenants, servants, visitors and licensees in common with all of the persons having like rights, and each Party is expressly granted the

rights, at all times hereafter, to pass and repass upon the easements for all lawful purposes connected with the use and enjoyment of the premises owned by each of the respective Parties.

- 1.5. The Parties acknowledge that the easements are necessary for the use and enjoyment of the respective parcels of real estate, and hereby agree that any Party causing damage to the easements through negligence or intentional actions shall be wholly responsible for the costs of repair of any damages caused by such actions. Each Party further agrees that they will likewise be responsible for and hold each other harmless for any damage caused to the easements by the negligence and/or intentional acts of each Party's invitees, guests, visitors and/or licensees.

SECTION 2 - REPAIRS AND MAINTENANCE OF EASEMENT

- 2.1. The Parties acknowledge that the easements are to be used as a drive for vehicular traffic and for access to and around the member lake association of Summerwood Lakes Association and agree that the easements shall be properly maintained in good condition for this purpose.
- 2.2. Except as otherwise provided herein, the Parties agree that Summerwood Lakes Association shall provide for the management, maintenance, preservation and control of the easements and roadways upon which the easements traverse and in accord with previous resolutions passed by Morningstar, Sundance, Bucktail and Heron Point Lake Associations, the Summerwood Lakes Association shall be authorized to make such annual or special assessments as may be necessary or desirable in order to carry out this responsibility. Until such time as a total of twenty-three (23) lots are sold on the Heron Point Lake Subdivision, the Parties agree that Summerwood Lakes Association shall provide for the maintenance and preservation of roadways traversing across Lots 54 and 55 of the Heron Point Lake Subdivision only up to and including Lot 49 and OL Properties LLC shall provide for the maintenance and preservation the roadways traversing across Lots 54 and 55 beyond Lot 49. After such time as a total of twenty-three (23) lots are sold in the Heron Point Lake Subdivision, Summerwood Lakes Association agrees to maintain and preserve all roadways traversing across Lots 54 and 55 of the Heron Point Lake Subdivision and OL Properties LLC shall be relieved from further liability to do so.
- 2.3. The Parties agree that the speed limit for those persons traveling upon the easements shall be as determined and posted by Summerwood Lakes Association but shall not exceed 25 miles per hour on Summerwood Drive and 15 miles per hour on residential roads.

- 2.4. The Parties agree that the Board of Directors of Summerwood Lakes Association shall have the full authority to establish, implement and enforce such other uniform rules and regulations restricting and regulating the use of the easements and roadways upon which the easements traverse as is necessary and desirable for the safety and interests of those using said easements and roadways.

SECTION 3 - MISCELLANEOUS

- 3.1 Summerwood Lakes Association agrees to obtain and maintain liability insurance with policy limits no less than \$1 million insuring their duties assumed hereunder.
- 3.2 All rights granted herein shall not be further assignable by the Parties except as an appurtenance to and in conjunction with the sale or subdivision of a lot as described in the Declaration of Summerwood Lakes Association or except as otherwise stated herein.
- 3.3 If any provision or clause of this Agreement is determined to be invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to that provision as is possible and that any such provision will be valid and enforceable.
- 3.4 In the event that any Party fails to execute this Agreement and comply with the obligations hereunder, the Parties specifically reserve any and all rights, remedies, claims or defenses that existed prior to the preparation of this Agreement.
- 3.5 Before and at all times following the execution of this Agreement, the Parties agree to execute and deliver, or cause to be executed and delivered, those documents and to do or cause to be done such other acts and things as might be reasonably requested to assure that the benefits of this Agreement are realized by the Parties.
- 3.6 Neither this Agreement nor any provision hereof can be changed, waived, discharged, or terminated, except by an instrument in writing that specifically and expressly references this Agreement and is signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought, which subsequent instrument can only be effective to waive, change or terminate this Agreement upon the filing of the subsequent document in the Office of the Register of Deeds of Merrick and Polk Counties, Nebraska.
- 3.7 This document constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous, oral and/or written agreements.

- 3.8. That the undersigned are the authorized representatives of the respective lake associations and entities referred to herein and have full authority in compliance with their bylaws, declaration, and resolutions adopted and passed by their representative lake subdivisions and entities to enter into this Agreement and bind the subdivision and entity hereunder.

IN WITNESS WHEREOF and intending to be legally bound by, the Parties have set their hands and seals to this Agreement on the date hereinafter set forth.

SUMMERWOOD LAKES ASSOCIATION,

By [Signature]
President

BUCKTAIL LAKE ASSOCIATION,

By [Signature] May 19 2007
President

MORNINGSTAR LAKE ASSOCIATION,

By [Signature]
President

HERON POINT LAKE ASSOCIATION,

By [Signature]
President

SUNDANCE LAKE ASSOCIATION,

By [Signature]
President

JAVA, INC., FORMERLY KNOWN AS
OVERLAND SAND AND GRAVEL CO.

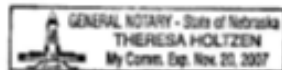
By [Signature]
Its: President

OL PROPERTIES LLC, FORMERLY KNOWN
AS OVERLAND LTD.

By [Signature]
Its: Manager

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

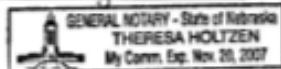
The foregoing was acknowledged before me this 14th day of May, 2007
by Don Wike, President of Summerwood Lakes Association.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

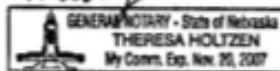
The foregoing was acknowledged before me this 14th day of May, 2007
by Thomas Yungdahl, President of Bucktail Lake Association.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

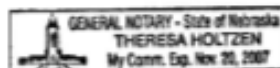
The foregoing was acknowledged before me this 14th day of May, 2007
by Robert Heubus, President of Morningstar Lake Association.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

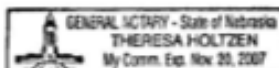
The foregoing was acknowledged before me this 14th day of May, 2007
by Steven Bryan, President of Heron Point Lake Association.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

The foregoing was acknowledged before me this 14th day of May, 2007
by Michael Raach, President of Sundance Lake Association.

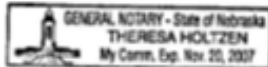


[Signature]

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

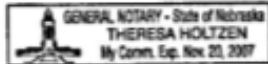
The foregoing was acknowledged before me this 11th day of May, 2007
by Vayden R. Anderson, President of JAVA, Inc. formerly known as Overland
Sand & Gravel.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF Polk)

The foregoing was acknowledged before me this 11th day of May, 2007
by Vayden R. Anderson, Manager of OL Properties LLC formerly known as
Overland Ltd.



[Signature]
Notary Public

Attachment 7

Letter of intent to purchase a parcel of land from Summerwood Resort

Heron Point Lake Association proposes to purchase land from Summerwood Resort. The parcel of land Heron Point Lake Association is proposing to purchase is situated on the east end and directly south of the fence that divides Sundance Lake Association and Heron Point Lake Association. Said parcel extends to the northeast beyond the east border of Sundance Lake Association property for approximately 70 yards where it ends in a point at the intersection of Heron Lake Association property to the east and Pogue Holdings/Valley Road Estates Property to the north. The parcel is identified as 000072.00 (Summerwood Commons Area) on the attached county GIS map. Heron Point Lake Association agrees to purchase said parcel for a sum of \$_____ and agrees to maintain the property in a natural state with native plants and grasses typical of the wild prairies found in this part of Nebraska.

If both parties can agree to the sale and purchase of this property and an equitable price, the sale can move ahead with the approval of the Board of Directors of Summerwood Resort and the Board of Directors of Heron Point Lake Association. Thank you for your consideration.

Kraig Kuhnel, President, Heron Point Lake Association