

Special Meeting of the Summerwood Lakes Association Board of Directors
May 23, 2020, 1:00 PM
Heron Point, Lot 15, Vic and Sue Lee's

Call to order by President Kip Anderson and welcome guests. The following Member Representatives (Board of Directors) and Staff were present: Tom Groeteke and Rick Martinsen (Bucktail), Kip Anderson and Vic Lee (Heron Point), Jim Crawford and Jim Luethje (Morningstar), Karen Kayton and Craig Beebe (Sundance), Merlyn Hansen (Sleepy Eye), Russ Bayer (Secretary / Treasurer) and Holly Dravitzki (Sundance Lot 1).

There were two scheduled items on the Agenda:

1. Usage of the common area known as Lot 49 of the Heron Point Subdivision.
2. Darren Rediger request to purchase a piece of Summerwood Property near Lot 40 Bucktail.

Agenda Item 1: Usage of the common area known as Lot 49 of the Heron Point Subdivision

Kip A began the conversation by asking Russ B for a recap of events to date:

On or around April 23, 2020 Karen K reported that Bill Barnett of Heron Point was planting trees on property that did not belong to Heron Point:

Kip A and Vic L were contacted via email to ask that any planting be stopped:

From: Russell Bayer
Sent: Thursday, April 23, 2020 10:21 AM
To: vlhusker@yahoo.com; kanders@megavision.com
Subject: Tree planting

Good Morning,

I have been advised that Heron Point is planting trees on property that is not owned by Heron Point. I do not have all the details, but if in fact that is happening, then the project should stop until the owner of the property approves the planting. I think it is owned by Summerwood, but I would have to verify with the County Assessor.

Can you deliver the message, or I can send an email if you let me know who the officers on the board at Heron Point are today?

Thanks

Russ

On April 27, 2020, the County Surveyor sent Russ B the following document confirming the owner of Lot 49 is Summerwood Lakes Association.

Filed for Record this 16th day of May
20 07 at 3:00pm
Recorded in Book A38 of Deed Page 74
Instrument No. 200700918

BOOK A38 PAGE 74

Merrick County Clerk Jusan K Owens
Deputy

WARRANTY DEED

BUCKTAIL LAKE SUBDIVISION, MORNING STAR LAKE SUBDIVISION, AND JAVA, INC., A NEBRASKA CORPORATION, herein called the Grantor, in consideration of One Dollar (\$1.00) and Other Valuable Consideration, received from Grantee, does grant, bargain, sell, convey and confirm unto SUMMERWOOD LAKES ASSOCIATION, herein called the Grantee, the following-described real property in Merrick County, Nebraska (as defined in Neb. Rev. Stat. 76-201):

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.

subject, however, to easements and restrictions of record and rights of ingress and egress reserved by the Grantors.

To have and to hold the above-described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's heirs and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance except for easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

BUCKTAIL LAKE SUBDIVISION

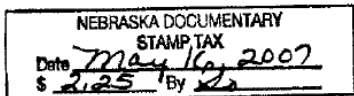
By [Signature] May 14, 2007
Its: PRESIDENT

MORNING STAR LAKE SUBDIVISION

By [Signature]
Its: PRESIDENT

JAVA, INC.

By [Signature]
Its: PRESIDENT



On May 3, the email below was sent to all Member Representatives of Summerwood Lakes Association calling for a special meeting:

From: Russell Bayer

Sent: Sunday, May 3, 2020 10:04 PM

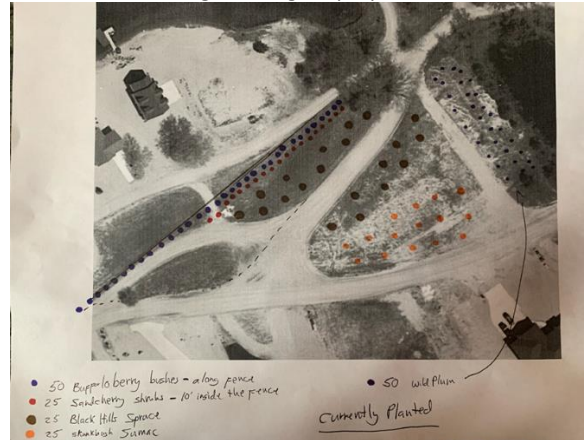
To: cbeebefarm@gmail.com; jdcrawford47@gmail.com; jim_luethje@yahoo.com;
kanders@megavision.com; kkayton@frontiernet.net; merlynlh49@gmail.com; rmartinsen@nebcpa.com;
tgroeteke28@gmail.com; vlhusker@yahoo.com

Subject: Special Meeting

Hello,

Kip has called for a special meeting of the Board to discuss:

- 1) Usage of the common area known as Lot 49 of the Heron Point Subdivision. Bill Barnett has submitted a drawing showing his proposal see insert



As a known opponent to the plan the Schmadekes will be invited. If someone else should be invited, please let me know

- 2) Tom would like to discuss the Rediger request at this meeting as well (Lot 40 Bucktail).

The meeting will be in Vic Lee's garage, Lot 15 Heron Point. This location is right next to Lot 49 in case we want a visual evaluation.

The meeting will be at 10:00 AM on May 23rd.

Please let me know if you will be attending.

Also, please let me know if you have any questions / comments.

Russ

During the period April 23 to May 22 numerous informal conversations occurred with board members and lot owners. Both proponents and opponents expressed their views to board members and officers of the Association.

Some meetings / communications of note:

May 9, 2020 - (as reported by Kip A during this meeting) – Kip A, Karen K, Vic L and Jim L met at Lot 49. Kip reviewed his analysis of the planned plantings and brought step ladders to show the impact of pyramidal shaped evergreens over the next fifteen or so years. He also pointed out certain shrubs proposed along the fence line would have to be removed, but that other naturally growing shrubs

(sumac and sand cherries) were likely satisfactory. Kip was attempting to reach a compromise as part of this conversation.

May 13, 2020 - Holly D sent the documents below to Russ B:

BOOK A38 PAGE 45

WARRANTY DEED

OL PROPERTIES LLC, a Nebraska Limited Liability Company, herein called the Grantor, in consideration of One Dollar (\$1.00) and Other Valuable Consideration, received from SUMMERWOOD LAKES ASSOCIATION, herein called the Grantee, does grant, bargain, sell, convey and confirm unto the Grantee, the following-described real property in Merrick County, Nebraska (as defined in Neb. Rev. Stat. 76-201):

Lot 49 of the Heron Point Lake Subdivision, according to the Plat thereof, recorded in Plat Book 8, Page 86 of Plat Records of the Register of Deeds of Merrick County, Nebraska

including all rights appurtenant thereto, but subject to the Declaration and all covenants, conditions, restrictions, easements and terms of record and the Maintenance Agreement and Restrictive Covenant between Summerwood Lakes Association and OL Properties LLC recorded with the Register of Deeds of Merrick County, Nebraska.

To have and to hold the above-described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seised of said premises; that they are free from encumbrance except for easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated: November 20, 2006

OL PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY,

By: Holly Dravitzki
Holly Dravitzki, Manager

NEBRASKA DOCUMENTARY
STAMP TAX
Date May 7, 2007
\$ 2.25 By sd

STATE OF NEBRASKA)
COUNTY OF POIK) SS

The foregoing instrument was acknowledged before me on the 20th day of November, 2006, by Holly Dravitzki, Manager of OL Properties LLC, a Nebraska Limited Liability Company, on behalf of said limited liability company.

[Signature]
Notary Public

GENERAL NOTARY - State of Nebraska
THERESA HOLTZEN
My Comm. Exp. Nov. 20, 2007

Filed for Record this 7th day of May
07 at 9:02 AM
Recorded in Book A38 of Deeds page 45
Instrument No. 200700859
Merrick County Clerk: Susan R Owens
Deputy

LOT 49 MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Maintenance Agreement made effective as of this 20th day of November, 2006 by and between OL Properties LLC, a Limited Liability Company, and Summerwood Lakes Association, a Nebraska Non-Profit Corporation, is executed to create and describe an agreement and restrictive covenant between OL Properties LLC and Summerwood Lakes Association for the care and use of Lot 49, Heron Point Lake Subdivision.

WHEREAS, OL Properties LLC is the owner of Lot 49, Heron Point Lake Subdivision, Merrick County, Nebraska according to the Plat thereof recorded in Plat Book 8, Page 86 of Plat Records of the Register of Deeds of Merrick County, Nebraska; and

WHEREAS, OL Properties LLC contemplates that it will convey Lot 49 of Heron Point Lake Subdivision, Merrick County, Nebraska to Summerwood Lakes Association for the benefit of Summerwood Lakes Association members; and

WHEREAS, OL Properties LLC wishes to impose certain restrictive covenants which would run with Lot 49 and which shall bind and shall also inure to the benefit of, the heirs and assigns of the respective parties to whom any part of Lot 49, Heron Point Lake Subdivision, shall at anytime become or belong.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the covenants set forth herein, OL Properties LLC agrees to convey Lot 49, Heron Point Lake Subdivision, Merrick County, Nebraska, to Summerwood Lakes Association and Summerwood Lakes Association does hereby accept ownership of Lot 49, Heron Point Lake Subdivision, Merrick County, Nebraska, subject to the following restrictive covenants and reservations:

Lot 49 is to be used as a burn pit for only trees, branches, and leaves for the benefit of the Summerwood Lakes Association members. No garbage, grass clippings, plastics, construction material, hazardous waste, etc. shall be allowed. The area will be kept in neat order and not be an environmental hazard. The operation of the burn pit shall at all times comply with all state and federal laws. The parties hereto agree that any violation of the above restrictive covenants will result in Summerwood Lakes Association closing the burn pit and restoring the area to its natural state.

The parties further agree that this Maintenance Agreement shall be a restrictive covenant binding Summerwood Lakes Association, its successors, assigns, and licensees and inuring to the benefit of all Summerwood Lakes Association members, their successors, assigns and licensees.

SUMMERWOOD LAKES ASSOCIATION,

OL PROPERTIES LLC,

By [Signature]
President

By [Signature]
Holly Dravitzki, Manager

Filed for Record this 7th day of May
2007 at 9:01Am

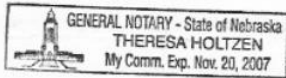
Recorded in Book mm of mic Page 886

Instrument No. 200700858

Merrick County Clerk [Signature]
Deputy

STATE OF NEBRASKA)
) SS
County of *Polk*)

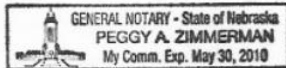
The foregoing instrument was acknowledged before me on the 20th day of November, 2006 by Holly Dravitzki, Manager, of OL Properties LLC, a Limited Liability Company, on behalf of said Company.



Holly Dravitzki
Notary Public

STATE OF NEBRASKA)
) SS
County of *Polk*)

The foregoing instrument was acknowledged before me on the 20 day of November, 2006 by *Donald H. Witte*, President of Summerwood Lakes Association, on behalf of said Association.



Peggy A. Zimmerman
Notary Public

May 13, 2020 - Russ B met with Bill Barnett. The discussion centered on the history of the planting project and the desire of some residents of Heron Point to beautify the area. Bill did point out a concern

that in his initial planting he discovered a railroad tie and was concerned what the DEQ might say about a railroad tie being buried in the area.

On the same day, another email was received concerned about the railroad tie and possible impact on individual wells. That same email wondered if the DEQ should be notified.

May 15, 2020 – Russ B contacted the DEQ with two questions:

What should we do with a railroad tie discovered buried in the sand? Response from Brian Gorman – remove the railroad tie and take it to a dump.

Will this railroad tie impact well water quality? Response – no, it would take many railroad ties full of creosote to impact the water quality, not a few. In addition, the chemicals farmers use on the fields probably have a greater impact.

May 22, 2020 – The following letter was received:

To: Summerwood Board
From: Tom and Kaylene Weller
Lot 17 Heron Point Lake
Regarding: Damage and Remedies to our property

Background: Our lot is located south of Sundance Lake development, roads, driving lanes and an empty lot. Over the past few years our lake home, grass and fence have suffered increasing damage due to wind blowing across the above-mentioned areas and sand picked up from lot 16 and the vacant empty lot and hitting our fence and home. This has caused depositing of sand from the empty lot and the lot next door onto our property. The empty lot was used as a burn pit years ago and therefore has numerous roads and driving lanes that allowed Summerwood residents to drive to the burn pit and turn around in a circle. Some of these driving lanes are not needed currently as this is no longer a burn pit. Heron Point maintains the road along the lots in this area.

We put a fence up along the west side of our property and landscaped to the north of our lot to prevent further damage.

Problem: Even with our best efforts and expense at mitigation our fence and home continue to be damaged by the wind that blows from Sundance and across the empty lot onto our property. At one point this was a pasture and there were cedar and cotton wood trees that extended from about lot 15 to the burn pit. Through development and clearing of trees and sumac around the small pond there is nothing to stop the wind. We also put sod in a few years ago to stop some of the sand from depositing on our home but it hasn't helped a lot. This year, when we mowed the first time there was about 2 inches of sand in our sod on our side of the fence.

Suggestions for remedy:

We believe this area is an eyesore to the Summerwood Development and is creating damage to our property and should be restored to some of its original plantings. There is currently sumac along the north and east side of the small pond, there used to be sumac along the west side as well. There were cedar trees and cottonwood trees and other underplanting along what is now the fence.

Request: We are requesting natural plantings be replaced in that lot, with as much wind mitigation as possible with something that grows in sand and does not require maintenance and will slow the wind down as it blows across that lot. We are willing to purchase and plant cedar trees, cottonwood trees and sumac as needed. There could be other types of plantings that would enhance the area as well.

We want to help as much as possible and want to be a part of the solution to stop the danger of blowing sand and stop the damage to our property.

We have pictures of damage and the sand that has been deposited on our lot if anyone would like to see them. We would be happy to meet with any board member if there are further questions.

Respectfully submitted

Tom and Kaylene

After the above summary was completed and Kip A recounted his visit on May (recounted above). The floor was open for general discussion on what course of action should be taken regarding the proposed plantings and discovery of the railroad tie.

Discussion Topics:

- The appropriate process was not followed to gain approval of the planting project.
- This project was not on the radar of the board or in the budget of the board for 2020
- Sundance Lake has previously been opposed to the project for both financial and view related reasons
- It is hoped that a compromise can be reached that alleviates concerns
- What is natural state and who has the right to define it
- It is not possible to determine natural state as a significant area has been mowed regularly.

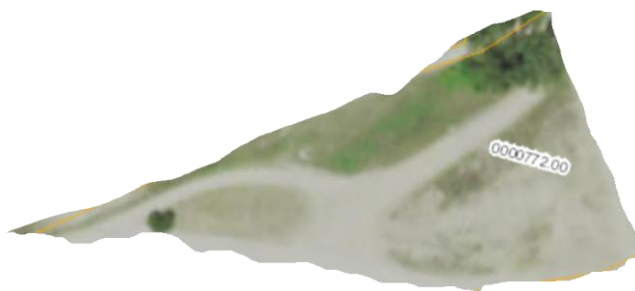
Tom Groeteke made the following motion which was seconded by Rick Martinsen:

No planting or maintaining of Lot 49 will occur. All plantings must be removed by November 1, 2020. A subcommittee appointed by Kip Anderson will review Lot 49 and present a plan at the fall 2020 Summerwood Lakes Association Board Meeting.

Upon the call for a vote all members present, and voting, supported the motion. No members present opposed the motion. The motion passed.

Craig Beebe made the following motion which was seconded by Karen Kayton:

Lot 49 southwest of the Sundance Road / Heron Point golf cart path should be cleaned of all non-natural material specifically the found railroad tie and concrete.



Upon the call for a vote all members present, and voting, supported the motion. No members present opposed the motion. The motion passed.

(At this point Holly Dravitzki left the meeting).

Agenda Item 2: Darren Rediger request to purchase a piece of Summerwood Property near Lot 40 Bucktail

Via email Darren let Russ B know that he was withdrawing his request to purchase a small section of Summerwood property at this time.

Addition information that was brought up as information only:

- Three front rocks were stolen from the front gate area. These rocks were placed to prevent individuals from driving on the lawn and over a sprinkler head when they turn to get the mail. The new camera system does in fact work as it was discovered three individuals in a red three seat golf cart with chrome wheels stole the rocks on May 2, 2020 at 10:30 PM
- Many of the front area plantings have died. It was discovered that the sprinkler system was shut off because a lake resident expressed concern about the expense of watering the area. The water system has been turned back on and the price for replacement plants is being determined so those that have died can be replaced.
- There are four dead trees being removed from the front area at the cost of \$800.00.
- A project identifying the owners of all the property in the Summerwood Resorts are is being undertaken.
- A project bringing together all the legal documents impacting Summerwood Resorts and the member lakes is also occurring
- The gate code is changing June 1 please let your lot owners know.
- Fireworks are still on track for July 4
- Placements on the Web Page can only be authorized by Summerwood Board Members and Officers of the Lakes. Individual lake members who want items added or removed must go through one of those individuals.

Jim C moved and Craig B seconded the adjournment of the meeting at 2:20 PM.

Respectfully submitted,

Russell J Bayer

Russ Bayer
Secretary / Treasurer