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PAGE 1209

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*Carl J. Hildebrand*  
REGISTER OF DEEDS

LAND CONTRACT

THIS AGREEMENT, made this 27th day of June, 1985, between MAURICE H. CURRENT and JOYCE L. CURRENT, husband and wife, as joint tenants, hereinafter referred to as First Party, and DONALD W. GOTTSCHALK and BARBARA J. GOTTSCHALK, husband and wife, as joint tenants, herein-after referred to as Second Party.

WITNESSETH: That said First Party agrees to sell and convey unto said Second Party, for the price and upon the terms hereinafter mentioned, the following described real estate situated in the County of Sarpy and State of Nebraska, to wit:

Outlot 13A, Hanson's Lakes, a Subdivision as surveyed, platted and recorded, Sarpy County, Nebraska; and Lot A2 and Outlot 4, in Chris Lake, a Subdivision as surveyed, platted and recorded, Sarpy County, Nebraska.

Said Second Party agrees to purchase said real estate from said First Party and to pay to them as the purchase price for the same, the sum of Twenty Thousand and no/100ths Dollars (\$20,000.00), in payment as follows:

\$5,000.00 to be paid upon the execution of this contract, the receipt of which is hereby acknowledged; the balance of \$15,000.00, together with interest from date at the rate of eleven percent (11%) per annum on the unpaid balance shall be payable in 60 consecutive monthly installments of \$142.85 each, commencing on the first day of July, 1985, and continuing on the first day of each month thereafter, and the 61st and final payment of the unpaid balance due on the first day of July, 1990. (Said installments to be applied first in payment of interest, computed monthly on the unpaid principal balance, and the remainder of each payment to be applied to principal.)

Said Second Party shall have the right and privilege to prepay any part or all of the then unpaid balance at any time without penalty.

Second Party will not themselves commit or permit anyone else to commit waste upon said premises, and will keep said premises free from lien on account of any act of Second Party.

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In the event of default or failure to perform the conditions of this contract by Second Party and failure to make good the default or non-performance within sixty (60) days thereafter, upon written demand by First Party upon Second Party so to do, this Contract, without further notice from First Party to Second Party shall, at the option of the First Party, terminate and notice of the exercise of the said option and termination in writing given to the Second Party by First Party shall constitute termination of this Contract, and all rights of Second Party hereunder. All monies paid upon this Contract shall be deemed applied upon the Contract and in the event of such default and such termination, said monies shall be considered as liquidated damages sustained by First Party and in lieu of rent, and no part thereof shall be recoverable by Second Party. No waiver of any prior default or failure to perform any of the terms or conditions hereof shall prevent the enforcement of any subsequent default, term, condition, or exercise of any option under this Contract.

In case of such default by Second Party in the performance of any of the conditions hereof, and upon termination of this Contract as provided herein otherwise than by delivery of deed hereunder, Second Party agrees to redeliver said premises to First Party and will simultaneously execute and deliver a Quitclaim Deed to First Party for said premises, or such form of release as may be desired by them, releasing and quitclaiming any of the right, title and interest of Second Party thereunto.

This Contract may not be assigned by Second Party except upon the express written consent of First Party obtained by Second Party.

Said Second Party agrees to pay all taxes and assessments levied against said premises, including taxes due and payable in the year 1985, as pro-rated, and all subsequent taxes and assessments, and keep the buildings, if any, on said premises, insured against fire and extended coverage in the sum of not less than \$15,000.00.

If and when Second Party performs the conditions of this Contract as provided, and the purchase money and the interest thereon shall be fully paid, First Party agrees to deliver to Second Party a good and sufficient Warranty Deed conveying said real estate to Second Party in fee simple, free and clear of all encumbrances, except the taxes payable as of January 1, 1985, and all subsequent taxes and assessments of any kind. Simultaneously therewith, First Party will deliver to Second Party a properly certified policy of title insurance showing good and merchantable title to First Party, and Second Party shall have a reasonable time to have said policy of title insurance examined by their attorneys, and First Party shall have a reasonable time to meet any and all legal requirements to

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perfect good and merchantable title in First Party.

All payments made under this Contract shall be made to the First Party or to such person they designate.

Contemporaneously with the execution of this Contract, an executed Warranty Deed shall be delivered in escrow to an escrow agent agreed to by both parties, and upon satisfaction and completion of this Contract, shall be delivered to the Second Party. In case of default by Second Party, said Warranty Deed shall be redelivered to First Party.

IN WITNESS WHEREOF, said parties have hereunto set their hands the day and year first above written.

Maurice H. Current  
Maurice H. Current

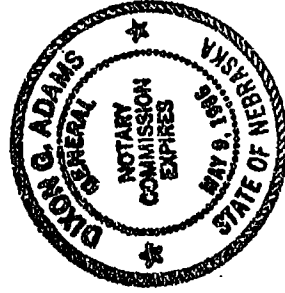
Joyce L. Current  
Joyce L. Current      First Party

Donald W. Gottschalk  
Donald W. Gottschalk

Barbara J. Gottschalk  
Barbara J. Gottschalk      Second Party

STATE OF NEBRASKA      }  
                                  } ss.  
COUNTY OF SARY      }

On this 27th day of June, 1985, before me, the undersigned, a Notary Public in and for said County, personally came MAURICE H. CURRENT and JOYCE L. CURRENT, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument as First Party, and they acknowledge the execution of the same to be their voluntary act and deed for the purpose therein expressed.

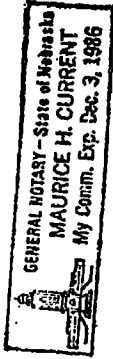


[Signature]  
Notary Public

57-1209C

STATE OF NEBRASKA }  
COUNTY OF SARPY } ss.

On this 27<sup>th</sup> day of June, 1985, before me, the undersigned, a Notary Public in and for said County, personally came DONALD W. GOTTSCHALK and BARBARA J. GOTTSCHALK, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument as Second Party, and they acknowledge the execution of the same to be their voluntary act and deed for the purpose therein expressed.



*Maurice H. Current*  
Notary Public

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OFFICE OF THE REGISTER OF DEEDS  
SARPY COUNTY NEBRASKA

OFFICE OF THE REGISTER OF DEEDS

ASSIGNMENT OF LAND CONTRACT

We, DONALD W. GOTTSCHALK and BARBARA J. GOTTSCHALK, for a valuable consideration do hereby assign to BEACH CIRCLE, INC. all of our rights, title and interest in that certain Land Contract recorded on the 28th day of June, 1985, in Book 58 of Miscellaneous Records, Page 1209, in the Office of Register of Deeds, Sarpy County, Nebraska.

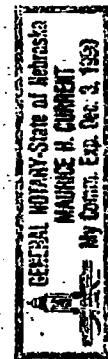
OUTLOT 13A HANSON'S LAKE  
LOT A2 + OUTLOT 4 CHRIS LAKE  
now know as lots 1 thru 12 Beach Circle  
Donald W. Gottschalk Barbara J. Gottschalk

DONALD W. GOTTSCHALK BARBARA J. GOTTSCHALK

Dated this 3rd day of December, 1989

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SARPY )

On this 3rd day of December, 1989, before me, the undersigned, a Notary Public in and for said County, personally came DONALD W. GOTTSCHALK and BARBARA J. GOTTSCHALK, Husband and Wife, to me personally known to be the identical persons whose names are affixed to the above instrument, and they acknowledge the execution of the same to be their voluntary act and deed for the purpose therein expressed.



Maurice H. Current  
Notary Public

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48-271

DECLARATORY STATEMENT OF COVENANTS  
TO RUN WITH THE LAND

That the undersigned is the owner of all certain real property known as Hanson's Lakes and more legally described as follows:

Out Lots 1 thru 76 and Lots 1 thru 235

Hanson's Lakes, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

a part of which real property is now and will hereafter be platted as Hanson's Lakes, Sarpy County, Nebraska, and plats of which will subsequently be recorded from time to time in the Office of the Recorder of Deeds for Sarpy County, Nebraska, hereby makes the following declarations as to limitations, restrictions, and uses to which certain of the lots and/or tracts constituting said subdivision may be put, hereby specifying that said Declaration shall constitute covenants to run with that portion of the land for which said covenants and restrictions shall be adopted as shall be shown and disclosed on the respective plats as filed, as provided by law, and shall be binding on all said designated platted properties (except as to those areas which may be specifically exempted from the application hereof by appropriate notation on any such plat) and shall be binding on all persons claiming under the undersigned and for the benefit of and limitation upon all future lot owners in said subdivision. This declaration of restrictions is designed for the purpose of keeping said subdivision desirable, uniform and in suitable aesthetic, practical, and architectural design and use as herein specified:

COVENANTS AND RESTRICTIONS

In the following Covenants and Restrictions whenever the term "Seller" shall appear or be used herein, it shall be deemed and construed to mean and include "Hanson's Lakes Limited", its successors and assigns, and whenever the term "Purchaser" shall appear or be used herein, it shall be deemed and construed to mean and include all "purchasers" and their respective heirs, legal representatives, administrators, executors and assigns; and whenever singular or masculine pronouns are used herein, they shall be construed to mean and include plural and feminine or neuter gender pronouns, as the situation shall be.

The Seller may, from time to time, assign to Hanson's Lake Associations #1, #2, or #3, or the Southern Sarpy County Lake Association, one or more or all of the rights, privileges, regulatory authorities, duties and obligations it holds pursuant to and under the terms of the following covenants and Restrictions, and upon the assignment thereof, said assignee shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Seller.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots or parcels of land shown or plats of Hanson's Lakes recorded or to be recorded in the Recorder's Office of Sarpy County, Nebraska.

FILED FOR RECORDS 6-9-75 AT 9:45 A. 48 OF Miss. Purks

PAGE 21 Carl & Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 92. 75

Rec. # 45104

UTILITIES COVENANT. The Purchaser understands that at the present time sewage disposal is by means of individual disposal units, and as a partial consideration for the conveyance of the property, the Purchaser specifically agrees to install on his property only such sewage disposal units as are approved by the Seller, and/or authorized state or local governmental officials, and further agrees that after installation, the unit shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection by the Seller.

It is further understood that in the future some form of central sewage plant and collection lines may be required, and in such event, the Purchaser agrees to pay such charges in connection with said system as are uniformly assessed against all other similar lots within the subdivision.

MEMBERSHIP COVENANT. Membership in the Southern Sarpy County Lake Association, Inc., a non-profit Nebraska corporation, hereinafter called Association, is and shall remain mandatory and shall be granted to the grantees or lessees of any Lot or Lots at the rate of one (1) such membership per lot. In addition to the Protective Covenants, Conditions and Easements herein contained, ownership, use and enjoyment, sale and/or conveyance of any lot or lots shall conform to and be bound by the Articles of Incorporation, By-Laws and Actions legally taken by the Association. All dues and assessments levied by the Association shall be paid by the membership to remain in good standing. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall, after the respective dates, become a lien thereon in favor of said Southern Sarpy County Lake Association, Inc., and shall be enforceable by said Association.

#### RESTRICTIONS

- USE OF LOT OR LOTS: All lakefront lots shall be used exclusively for detached single-family residential purposes except such lots as may hereafter be conveyed or dedicated by Association for public, educational, church, charitable or Association uses. No structures shall be erected, altered, placed or permitted to remain on any Lot or Lots other than one (1) detached single-family dwelling not to exceed two and one-half (2½) stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses. The Association agrees not to use any lots on Lake No. 1 for sanitary sewer treatment facility. All lots not fronting on the Lake shall be used only for a garage.
- TEMPORARY RESIDENCES PROHIBITED: No trailer, basement, tent, shack, garage, barn or other out-building erected on any Lot or Lots shall at any time be used as a residence, temporarily or permanently. Trailers in use at the time these covenants are adopted may remain in their present status, but such non-conforming use shall terminate at such time the trailer is moved, abandoned or demolished.
- CONTROL OF LAKES: For the purposes of this article, Southern Sarpy County Lake Association, Inc. shall be composed of four sub-associations: Hanson's Lake No. 1 Association, Hanson's Lake No. 2 Association, Hanson's Lake No. 3 Association, and Hanson's Lake No. 4 Association. Each lake in the Hanson's Lake area shall be controlled by a separate Association consisting of the owners or lessees of any lots fronting on the respective lake, and on such other lots as are admitted to each Association. Membership in the Southern Sarpy County Lake Association, Inc. shall automatically include membership in the individual lake association. All rules and regulations for the use of the individual lakes shall be determined by the individual lake association. Enforcement of these covenants shall be by the individual lake associations. Provided, however, that where the violation of any covenant affects the whole area of Hanson's Lakes, enforcement shall be by the Southern Sarpy County Lake Association, Inc.

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4. STRUCTURES IN LAKE WATERS: With the exception of boat houses or docks already constructed, the construction, erection or placement of any structure or structures in lake waters shall be at the absolute discretion of the individual lake association, and permission for such construction, erection or placement shall first be obtained from the appropriate lake association before commencing construction.

5. OTHER STRUCTURES PERMITTED: If constructed according to plans approved in writing by the Association, any structure incidental to residential purposes and permitted by applicable Sarpy County, Nebraska, zoning regulations shall be permitted to be erected on any lot or lots.

6. SUBDIVIDING LOTS PROHIBITED: The subdividing of any lot or lots is specifically prohibited.

7. PLACEMENT REQUIREMENTS: All structures erected on any lot or lots shall be erected, placed or set back from the water line so as not to create a safety hazard, and shall conform with any existing structures. The appropriate Lake Association shall be the final authority for determination of the location of water's edge with respect to any lot or lots. All other placement or setback requirements shall be governed by applicable Sarpy County, Nebraska, zoning regulations. Design of a structure or structures must be taken into account existing topography of a lot or lots and a minimum of earth moving and destruction of vegetation is required.

8. DWELLING SIZE AND OCCUPANCY: On all lots zoned or classified by applicable Sarpy County, Nebraska, zoning regulations as seasonal dwellings, minimum dwelling size shall be the same as is required by the Sarpy County, Nebraska, zoning regulations, and shall further be designed to accommodate one person or one family group.

9. APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or construction on any lot, one (1) copy of the following plans and specifications must be submitted to Association for written approval: Site Plan; Plot Plan; Elevations; Drainage Plan; Septic System; Exterior Materials; Floor Plan; and Foundation Plan. All plans and specifications shall be retained by the Association. Within thirty (30) days of receipt of plans and specifications, the Association shall notify in writing the owner or his agents of approval or disapproval. If disapproval, the Association must supply the owner or his agents with written reasons therefor. If the Association fails to act for thirty (30) days, plans and specifications shall be deemed approved as submitted. Nothing contained in this paragraph shall be construed to limit enforcement of any other provisions contained in these Protective Covenants, and Conditions.

No structures of any type or nature that were erected in any other location than Hanson's Lakes shall be moved to or permitted to remain on any lot or lots. This provision shall not be construed to ban the erection of Modular Dwellings on any lot or lots.

10. BOAT RAMP REGULATIONS. There will be no boat ramps for public use or use by anyone not a lot owner immediately adjacent to the lakes except for that which would be approved by the Southern Sarpy County Lake Association, Inc.

11. OTHER PROHIBITED USES AND CONDITIONS: The following are prohibited uses and conditions of or on any lot or lots: Conducting or allowing any noxious trade or activity; the placement of any sign or signs, except with the written approval of the Association; the keeping of livestock, except in conformity with applicable Sarpy County, Nebraska, zoning regulations; all other animals, including but not limited to domestic animals, shall be subject to regulation



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by the Association's rules and no animal or bird shall be allowed in the waters of the Lake; storage of inoperable vehicles; the unsightly storage of any vehicle or object; allowing noxious weeds, unsightly vegetation, garbage, trash, or any other condition that detracts from the enjoyment of Hanson's Lakes; the exterior of all structures shall be kept in reasonable repair; allowing any use creating an excessive noise; no discharging of firearms within the Lake area. The enforcement of these prohibitions shall be exercised by the Association and the Association shall create rules and procedures governing the same.

12. Seller, for itself, licensees or assigns, reserves a perpetual easement 10 feet in width on both sides of all public and private rights-of-way.

The above and foregoing Protective Covenants and Conditions shall run with the land and be binding on the owner or lessees of any lot or lots until January 1, 2010, at which time they shall be extended automatically for successive periods of ten (10) years, unless pursuant to a written agreement by and between a two-thirds (2/3) majority of the then owners of the above described lots, and subject to the written approval of the Association, they shall be charged in whole or in part. If such agreement is reached, it shall be executed and recorded in the manner provided by law.

Nothing contained herein nor anything contained in the Articles of Incorporation, By-Laws, or Actions legally taken by the Association shall be construed to limit enforcement of a lien validly obtained on any lot or lots.

Association, or the owner or owners of any lot or lots shall have the right to enforce, at law or in equity, any and all of the above and foregoing Protective Covenants and Conditions, and to seek an injunction to prevent violation or threatened violation of any provision herein contained. Invalidation of any provision herein contained shall not affect the enforceability of any other provision herein contained.

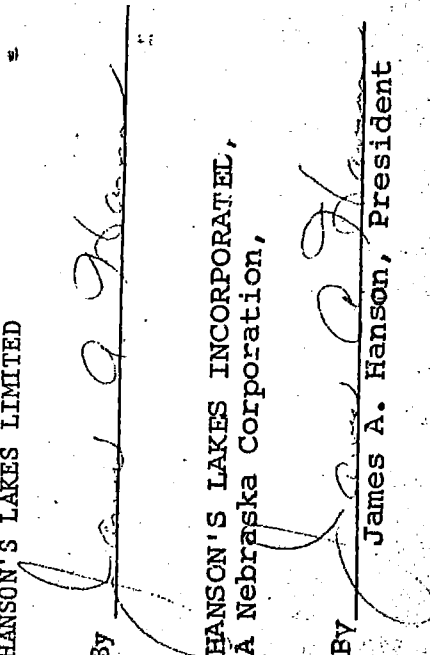
These restrictions and covenants run with the land, and shall bind the Purchasers, their heirs, executors, administrators, personal representatives, and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person(s) or corporation(s) owning any such lots in the subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and either to prevent him, them or it from doing so, or to recover damages for such violation.

The undersigned owners, Hanson's Lakes Limited, of this subdivision will not be personally liable for any association dues on lots that are not sold or leased. The undersigned do covenant and agree that any lot leased will have a provision to include association dues in accordance with and equal to that of an individual purchasing a lot from the undersigned, Hanson's Lakes Limited, and the undersigned will become personally liable for the collection of said annual association assessments due on any lots it leases.

Dated this 30 day of April, 1975.

HANSON'S LAKES LIMITED

By

  
HANSON'S LAKES INCORPORATED,  
A Nebraska Corporation,

BY


James A. Hanson, President

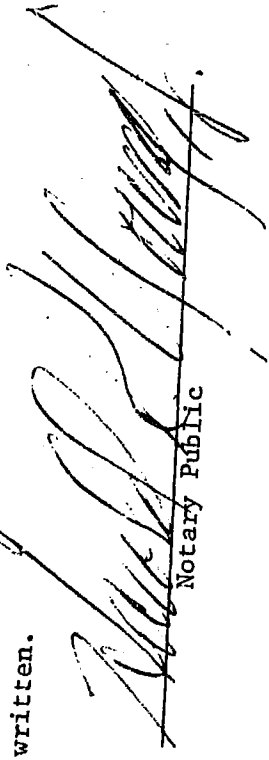
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State of Nebraska )  
 ) ss.  
County of Sarpy )

On this 30 day of April, 1975, before me, the undersigned, a Notary Public in and for said County, personally came James Hanson, General Partner of Hanson's Lakes Limited, a partnership, to me personally known to be the general partner and the identical person whose name is affixed to the above Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Paoli, Mo in said County the day and year last above written.

 HAROLD R. YOUNG, JR.  
GENERAL NOTARY, State of Mo.  
My Commission Expires  
February 7, 1977


  
Notary Public

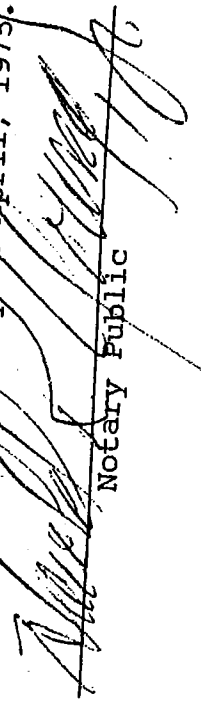
Commission expires: Feb. 7, 1977

STATE OF NEBRASKA )  
 ) ss.  
County of Sarpy )

Before me, a Notary Public qualified for said County, personally came JAMES A. HANSON, President of Hanson's Lakes Incorporated, A Nebraska Corporation, known to me to be the President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal this 29th day of April, 1975.

 HAROLD R. YOUNG, JR.  
GENERAL NOTARY, State of Mo.  
My Commission Expires  
February 7, 1977

  
Notary Public