

WARP

TA 45694 LT X  
TA 4490 71  
TA 39915 LT 71  
TA 39384 LT 0  
TA 38779 LT 3  
TA 38226 LT 3  
TA 37541 LT 30

TA 35647 LT 39  
TA 34658 LT 25  
TA 21495 LT 69

~~TA 21495 (LT Bench Guide)  
out of 4 class later~~

TA-8514 268  
TA-10038 26+3"

(all inside folder  
cover w/ TR #5)  
TR 57150 lot B  
TR 56151 - 472

LEASE

This lease made this 13th day of May 1973 between Jacqueline A. Meyer, known herein as lessor and Lessee whether one or more persons.

WITNESSETH:

That the lessor does hereby lease to the lessee Chris Lake lots 1 thru 65, located in Sarpy County, Nebraska. A lake is situated on the north side of the Platte River; that the lake is not publicly dedicated, and that the boundaries of the lake are as shown on the plat attached hereto and to be hereinafter defined. That the annual rental charged under this lease is \$200.00 for each year commencing on June 1st, 1973.

It is agreed that the lessee shall be and is hereby granted an option to renew this lease, for five (5) year terms until the year 2033. The annual rental on the renewal of this lease shall be adjusted according to the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor using the year ending figure of December 31, 1972.

In the event that the lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the lessee shall be appointed, then, at the option of the lessor and upon five days notice, the lessee of the exercise of this option, this lease shall cease and come to an end.

The lessor agrees to provide reasonable roads to allow practical ingress and egress to the demised premises.

Lessee agrees to keep and maintain the premises in good order.

Lessee will not make or permit any use of the premises which, directly or indirectly, is prohibited by law, ordinance or municipal regulation, or order, or which may be dangerous to life, limb, or property.

Lessee agrees that it will indemnify and save Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property on the leased premises, or areas adjoining, including the lake herein described, which arise out of the act, failure to act, or negligence of Lessee, its agents, or employees.

Lessee is advised that the lake is partially the result of an operation for the recovery of sand and gravel; that the lake could contain latent hazards; the depth of the lake and its suitability for swimming

FILED FOR RECORD 10-31-73 AM 11:51 M. IN BOOK 45 OF *Marie Reed* 22 25  
PAGE 611 *Carl & Hillabels* REGISTER OF DEEDS, SARPY COUNTY NEB.

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or boating, by reason thereof, is not warranted by Lessor, nor does the Lessor warrant any condition of the lake, but that the Lessee agrees that he has made inspection of the demised premises and the lake and has determined the suitability of said lake.

The Lessee shall have possession of the demised premises upon execution of this agreement and payment of all sums due herein, and upon Lessee furnishing evidence of public liability insurance as required.

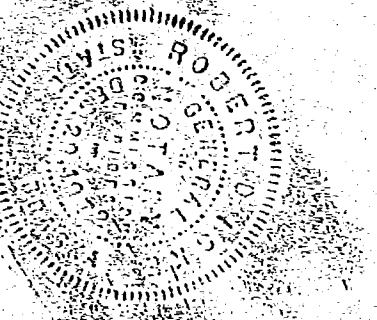
IN WITNESS WHEREOF the parties hereto have executed this instrument on the 26th day of October 1972.

[Signature]

Josaphat W. D. Hays  
LESSOR

[Signature]

Frederic S. McLaughlin  
LESSEE



Sworn and subscribed to before me this 26th day of October 1972

[Signature]  
Notary Public

My commission expires 12-29-72

CANCELLATION OF LEASE

7 D-0000

This cancellation of lease, made this 30th day of April 1990, by and between JA-MAR, INC., a Nebraska Corporation. and Sheila E. Scarborough, a single person

W I T N E S S E T H

WHEREAS, the parties hereto have entered into and executed a written lease covering Lot 75, Chris Lake, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, which was dated January 30, 1985, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on March 6, 1985, in Book 58 of Miscellaneous Records at page 395 (hereinafter referred to as the "Prior Lease"); and,

WHEREAS, Sheila E. Scarborough h/w/has sold and conveyed the leasehold improvements situated on said Lot 75 to Craig R. Nordaker and Jane R. Nordaker, husband and wife

WHEREAS, JA-MAR, INC. ~~has~~/has leased said Lot 75 by Chris Lake Lot Lease dated April 30, 1990, (hereinafter referred to as the "Current Lease").

NOW, THEREFOR AND IN CONSIDERATION OF the Mutual Covenants herein contained, it is hereby understood and agreed by and between the parties hereto as follows:

1. The Prior Lease is hereby set aside and held for naught.
2. No lease from Ja-Mar to any party other than the Current Lease is now effective covering the said Lot 75

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed, the day and year first above written.

ATTEST: JA-MAR, INC., a Nebraska Corporation

Witness Mark A. Meyer President

Witness Sheila E. Scarborough

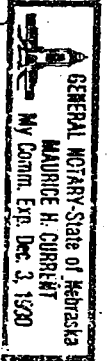
Witness Ken J. Paul

State of Nebraska )  
County of Sarpy )

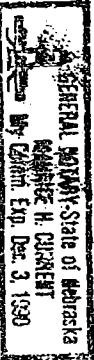
The foregoing instrument was acknowledged before me the 24th day of April, 1990, by Mark A. Meyer President of Ja-Mar, Inc., a Nebraska corporation, on behalf of the corporation.

State of Nebraska )  
County of Sarpy )

The foregoing instrument was acknowledged before me this 24th day of April, 1990, by Sheila E. Scarborough



Maurice H. Current  
Notary Public



Maurice H. Current  
Notary Public

06382

ASSIGNMENT OF LEASE

Know all men by these presents:

That the undersigned, in consideration of financial assistance given, or to be given or continued to or furnished the undersigned by First National Bank of Bellevue, a United States Corporation, Bellevue, Sarpy County, Nebraska, (hereinafter referred to as Bank), and as collateral security for the payment of any and all indebtedness or obligations whatsoever now or hereafter owing from the undersigned to Bank, whether such indebtedness be direct or contingent, due or to become due, now existing or hereafter contracted and wherever payable or in any other manner whatsoever and held by the Bank for its interest in such indebtedness and expense, if any, which may be incurred by Bank in connection therewith, does hereby sell, assign, transfer and set over and pledge unto the Bank all rights, title and interest of the undersigned in and to a certain lease agreement, dated the 31st day of January, 1975, by and between John M. and Elizabeth B. Christlieb, owners, and Eldon L. and Lauana L. Sturgeon, Lessee; said lease covering land property described as:

Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 13, North, Range 13 East of the 6th p. m. in Sarpy County, Nebraska. Lot 21.

This assignment shall be binding upon the undersigned, his successors, heirs or assigns.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the 31st day of January, 1975.

1-17-75 P.O.# 48 at Mail Box 325  
Paul F. Hillier  
Eldon L. Sturgeon  
Lauana L. Sturgeon

I, the undersigned, John M. Christlieb and Elizabeth B. Christlieb, owners of the above described real estate, hereby consent to the above Assignment, acknowledge that they have full right to execute said Assignment and hereafter agree that First National Bank of Bellevue will have all rights and interest to the full extent that said tenants have. I further agree that improvements on said real estate shall constitute personal property thereon. I agree to notify said Bank in writing of any non-fulfillment of terms of a certain lease dated January 31st, 1975.

John M. Christlieb

Elizabeth B. Christlieb

Before me, a notary public qualified for said county of Sarpy, personally came Eldon L. Sturgeon and Lauana L. Sturgeon, Lessee and John M. Christlieb and Elizabeth B. Christlieb, Owners, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Witnessed my hand and Notary Seal on January 31, 1975.  
R. J. Strachan  
My commission expires 8-23-79  
R. J. Strachan  
NOTARY PUBLIC

492391

1987 FEB 20 PM 3 14

*Chris Lake*  
REGISTER OF DEEDS

BY-LAWS  
CHRIS LAKE HOMEOWNERS ASSOCIATION INCORPORATED  
(Revision: May 8, 1985)

ARTICLE I - OFFICES

The principal office of the Chris Lake Homeowners Association in the State of Nebraska shall be located in the City of Omaha, County of Sarpy. The Association may have such other offices, either within or without the State of Incorporation as the board of directors may designate or as the business of the Association may from time to time require.

ARTICLE II - DEFINITIONS

Section 1. The Association shall mean the Chris Lake Homeowners Association which is incorporated in the State of Nebraska.

Section 2. "Properties" shall mean and refer to that certain leasehold property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean the body of water known as Chris Lake and the strip of land between the individual platted lots and Chris Lake and other properties to be later designated for the common use and enjoyment of the Lessees.

Section 4. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "unimproved lots."

Section 5. "Lessee" shall mean and refer to the record lessee, whether one or more persons or entities, of the Leasehold Interest to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds, Sarpy County, Nebraska.

Section 7. "Member" shall mean and refer to those persons entitled to Association membership as follows: There shall be two classes of membership -- Class "A" shall be the Lessee(s) of record of an improved lot and shall be cumulatively entitled to ONE vote for each lot leased and improved. Class "B" shall be the lessor of record and shall be entitled to THREE votes per unleased lot until 75% of the lots have been leased, then lessor shall be entitled to one vote per unleased lot.

ARTICLE III - MEMBERS

1. Voters. The Members of the Association entitled to vote at any meeting of the members shall be entitled to no more than one vote for each improved lot leased.

2. Annual Meeting. The annual meeting will be held in the month of April at a date and time to be determined by the Board of Directors. The meeting will be for the purpose of electing directors and transacting business as may come before the meeting.

3. Special Meetings. Special Meetings may be called by a quorum of Directors, and shall be called by the President at the request of the holders of not less than 25% of members of the Association entitled to vote at the meeting.

4. Place of Meeting. The Directors may designate any place as the place of the meeting for any annual or special meeting called by the Directors.

5. Notice of Meeting. Notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose for which the meeting is called, shall be delivered prior to the meeting to each member of record entitled to vote at the meeting.

02806

Dated: February 20, 1987

6. Closing of Membership Books or Fixing of Record Date. For the purpose of determining members entitled to vote, the Directors of the Association may provide that the membership books shall be closed for a stated period of at least 10 days but not to exceed, in any case, 30 days. If the books are not closed and no record date is fixed for the determination of members entitled to vote at a meeting, the date on which notice of the meeting is mailed or the date on which a resolution of the Directors is adopted, as the case may be, shall be the record date for such determination of membership.

7. Voting List. The Secretary or agent having charge of the books for members of the Association shall make, at least 10 days before each meeting a complete list of the members entitled to vote, arranged in alphabetical order, with the address of each, for a period of seven days prior to such meeting, shall be kept on file with the Secretary-agent of the Association and shall be subject to inspection by any member upon request. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any member during the whole time of the meeting. The original book shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at the meeting.

8. Quorum. At any meeting of members fifty percent (50%) of the members of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said number are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

9. Proxies. At meetings of the members, a member may vote by proxy executed in writing by the member of his duly elected agent. Such proxy shall be filed with the Secretary of the Association in person or by mail not later than the start of the meeting.

10. Voting. Each member entitled to vote in accordance with the terms and provisions of the Certificates of Incorporation and these By-Laws shall be entitled to one vote, in person or by proxy, for each improved lot held by such member. Upon the demand of the majority of the Directors, the vote for directors and upon any question before the meeting shall be by ballot. All elections for Directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificates of Incorporation or the laws of this State. The lessor shall be entitled to vote as described in Article II, Section 7.

11. Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call.
2. Reading of the Minutes of preceding meeting.
3. Presentation of the Financial Report of the Association during the preceding year.
4. Reports of Officers.
5. Reports of Committees.
6. Unfinished Business.
7. New Business.
8. Election of Directors.

#### ARTICLE IV - BOARD OF DIRECTORS

1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these By-Laws and the laws of this State, including, but not limited to, the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;



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ARTICLE IV - BOARD OF DIRECTORS (continued)

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, as applicable, or the Declaration;
  - (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
  - (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
  - (f) appoint committees;
  - (g) Levy assessments to association members not to exceed \$100.00 per year, per lot. Levies in excess of \$100.00 per year, per lot, must be approved by a unanimous majority of the Board of Directors and a two-thirds majority of the members of the Association present at a meeting called for the purpose of voting on such assessment;
  - (h) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
  - (i) as more fully provided in the Declaration, to:
    - (1) fix the amount of annual assessment against each improved lot.
    - (2) send written notice of each assessment to every owner subject thereto, at least thirty days in advance of each annual assessment period; and
    - (3) bring an action at law against the owner personally obligated to pay assessment when assessments are not paid in thirty days;
  - (j) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  - (k) procure and maintain adequate liability and hazard insurance on property controlled by the Association, as it may deem appropriate;
  - (l) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (m) cause the Common Area to be maintained.
2. Number, Tenure and Qualifications. The number of Directors of the Association shall be six (6). Each director shall be elected from among the membership and shall serve for a term of three years, with two Directors elected at each Annual meeting. Directors shall be elected from candidates elected by 1) a nominating committee, 2) written request and 3) write-in vote.
- (a) A nominating committee shall make a selection eight (8) weeks prior to the annual meeting. The committee shall be appointed by the Board of Directors at each annual meeting and consist of a board member, who shall be chairman, and at least two other members.
  - (b) A written request for nomination shall contain signatures of at least four (4) members and appear on the ballot by submitting to the Nomination Committee at least eight (8) weeks prior to the annual meeting.
  - (c) A write-in vote for a member in good standing shall be permitted at the annual meeting by nomination from the floor.
3. Regular Meetings. A regular meeting of the directors shall be held without other notice than this By-Law immediately after, and at the same place as the annual meeting of members. The Directors shall provide, by resolution, the time and place for holding of regular meetings and publish such time and place for the information of the membership.
4. Special Meeting. Special meetings of the Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meeting of the Directors called by them.

60-513 e

ARTICLE IV - BOARD OF DIRECTORS (continued)

5. Notice. Notice of any special board meeting shall be given before the meeting.
6. Quorum. At any meeting of the Directors four (4) shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.
7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Directors. Any action which requires a meeting of the Directors may be taken by any Director, provided that written approval of all the Directors is first obtained.
8. Newly Created Directorships and Vacancies. Newly created Directorships resulting from an increase in the number of Directors and vacancies occurring in the board for any reason except the removal of Directors without cause may be filled by a vote of a majority of the Directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of Directors without cause shall be filled by vote of the members. A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.
9. Removal of Directors. Any or all of the Directors may be removed for cause by vote of the members or by unanimous vote by the remainder of the board. Directors may be removed without cause only by a two-third majority of the members.
10. Resignation. A Director may resign at any time by giving written notice to the board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective. Loss of membership is deemed to be a resignation effective upon loss of membership.
11. Compensation. No compensation shall be paid to Directors, as such, for their services, but by resolution of the Board a fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.
12. Presumption of Assent. A Director of the Association who is present at a meeting of the Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.
13. Executive and Other Committees. The board, by resolution, may designate an executive and other committees, each consisting of three or more members. Each such committee shall serve at the pleasure of the board.

ARTICLE V - OFFICERS

1. Number. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be one of the Directors. Such other officers and assistant officers may be deemed necessary and elected or appointed by the Directors.
2. Election and Term of Office. The officers of the Association to be elected by the Directors shall be elected annually at the first meeting of the Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein provided.
3. Removal. Any officer or agent elected or appointed by the Directors may be removed by a majority vote of a quorum of five (5) Directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Directors for the unexpired portion of the term.

Dated: February 20, 1987

60-513 D

ARTICLE V - OFFICERS (continued)

5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Directors. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directors or by these By-Laws to some other office or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Directors from time to time.

6. Vice-President. In the absence of the President or in event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Directors.

7. Secretary. The Secretary shall keep the minutes of the members and of the Directors meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address or each member which shall be furnished to the Secretary by such member, have general charge of the membership books of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Directors.

8. Treasurer. If required by the Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety of sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with these By-Laws and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Directors.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. Contracts. The majority of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority shall be confined to specific instances and such contracts shall clearly specify the products and/or the service contracted for and the cost.

2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority shall be confined to specific instances only.

3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and co-signed by the President of the Association or in his absence, the Vice-President.

4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Directors may select.

ARTICLE VII - ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments levied by the Board of Directors. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the member personally obligated to pay the same. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Dated: February 20, 1987

60-573 E

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of May in each year.

ARTICLE IX - SEAL

The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, year of incorporation and the words, "Corporate Seal."

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Association under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority vote of the members present or represented by proxy at a regular or special meeting called by the Board of Directors.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHRIS LAKE HOMEOWNERS ASSOCIATION  
Revised 1987

ARTICLE I - RESTRICTIONS (Rules and Regulations)

Section I - Properties Usage

- a. The following items shall not be placed into the lake without written permission of the Board of Directors: refuse, biocides or other chemicals; animals, barnyard fowl or plants; i.e., fish, salamander, reptile, seaweed, etc.; and anchored, unattended boats.
- b. No livestock, or barnyard fowl of any type shall be sheltered in any lot adjacent to the lake. Only animals generally accepted as household pets shall be permitted, providing the animals are not kept for breeding or commercial purposes. All pets shall be vaccinated in accordance with Nebraska State Law.
- c. Horses shall not be permitted on lake frontage or in the lake.
- d. Pets shall be the responsibility of the owner. Where pets cause a nuisance and/or property damage, the owner of such animal may be required by the Board of Directors to keep the animal on his or her lot after at least two complaints.
- e. The speed limits on private roads surrounding Chris Lake shall be 15 MPH.
- f. Parked vehicles shall not block roads at any time.
- g. The lake shore right of way shall be considered fifteen feet from the waterline for freedom of passage.
- h. Refuse shall be stored in a secured, closed container and disposed of properly.
- i. There shall be no burning of trash.
- j. Unnecessary noises (i.e., hot-rodding, in connection with the operation of motor vehicles) shall not be permitted.
- k. There shall be no shooting of any type of firearm from any leased property or in the common area.
- l. No guests shall be allowed in the homeowner's absence except with written permission of the owner. Such written permission shall be presented upon request by a member of the Association. Homeowners shall be responsible for the conduct of their guests and renters.

Dated: February 20, 1987

Section II - Boating and Water Safety

60-513 F

- a. Only one boat in excess of 25 HP shall be permitted per lot.
- b. No guest boats shall be allowed on the lake, except for special events of the Association approved by written permission of the Board of Directors.
- c. Power boats shall not exceed 90 HP.
- d. Any boat in use during hours of darkness shall have a white stern light and others required by State boating regulations.
- e. A rear view mirror or observer shall be required when pulling a skier.
- f. Power boat operators and skiers shall, at all times, conduct themselves responsibly. Horse-play and reckless driving shall be prohibited. Power boat operators are responsible for damage caused by wake.
- g. No water skiing shall be permitted one-half hour after first beach lights are lit or before 7:00 A.M.
- h. No power boating in excess of approximately 5 MPH shall be permitted before 7:00 A.M. and one-half hour after beach lights are lit.
- i. All mechanically powered boats shall travel in a counter clockwise direction. Only with extreme caution and yielding the right of way to all skiers and other boats, shall a boat operator cut across the lake. Turning at any place other than the ends of the lake is considered to be "cutting across."
- j. No power boating or skiing shall be permitted within 50 feet of the shoreline except for access and egress to shoreline.
- k. Power boats shall not be operated between a downed skier and his towing boat under any condition.
  1. No person(s) shall operate any boat or use water skis or similar devices so as to cause property damage, or personal injury.
  - m. When skiers are present, cruising boats shall operate in the central portion of the lake, leaving the peripheral portion of the lake to skiers.
  - n. Floating in inner-tubes, inflatable toys, flotation chairs, and similar devices shall be confined to the swimming area, 50 feet from the shoreline. None of these devices may be classified as a boat.
  - o. No swimmer shall proceed out from shore more than 50 feet; however, swimming is permitted from an attended boat outside of designated ski zones. When swimming, it is suggested that, for safety, children who cannot swim 100 feet unassisted be accompanied by an adult or wear flotation apparel.
  - p. All users of Chris Lake are subject to the State of Nebraska rules and regulations governing water safety. Where Chris Lake rules and regulations are in conflict with State regulations, the State regulations are controlling.
  - q. All boats, ice boats, snowmobiles, dunebuggies, and other recreational vehicles, operated on the lake and other Chris Lake property shall be registered with the Chris Lake Homeowners Association and carry an identification sticker issued by the Association.

Section III - Construction

- a. No fencing shall extend beyond the front section of the building (toward the lake).
- b. No docks or other obstructions shall be placed into the lake without the annual permission of the Board of Directors.
- c. All erection of permanent buildings of any kind, on leased lots, shall be approved by Ja-Mar, Inc. and comply with Sarpy County building regulations.
- d. All septic systems shall be built according to Sarpy County specifications, kept in good condition, and pumped as required.

Dated: February 20, 1987

Section IV - Personal Conduct

60-513 G

- a. No acts shall be permitted in any lot which is an annoyance or inconvenience to the neighborhood.
- b. All Association members shall have the obligation and authority to evict trespassers and enforce Chris Lake rules and regulations.

Section V - Interpretations and Enforcement of Rules and Regulations

Rules and regulations are interpreted by the Board of Directors. Interpretations of the Board are binding.

Penalties for infractions of rules and regulations shall be as follows: First offense - a warning and appearance before the Board of Directors; Second offense - a fine of up to \$50; and Third offense - possible suspension of voting rights and right to use the common area and facilities by the member.

Section VI - Renters

Renters shall be governed by the same rules and regulations as members of the Chris Lake Homeowners Association, including the proof of ownership and insurance coverage as stated in the lease. This information must be submitted to the Board of Directors on an annual basis for review. This must be done before the boat is placed in the lake. Approval must be by the Board of Directors.

\* \* \* \* \*

IN WITNESS WHEREOF, we, being all of the Directors of CHRIS LAKE HOMEOWNERS ASSOCIATION, have hereunto set our hands this 20th day of April 1987

R. Dean Thomas  
President

Billie J. Pesek  
Secretary

Emil Nath  
Vice-President

Mark Meyer  
Director

James D. Hoffmeyer  
Treasurer

George W. Sievers  
Director

CERTIFICATION

I, Billie Pesek, do hereby certify that I am the duly elected and acting Secretary of Chris Lake Homeowners Association.

I further certify that the foregoing is a true and correct copy of the By-Laws and Declaration of Covenants, Conditions and Restrictions duly adopted by the Board of Directors of said Association at a meeting of said Board of Directors duly called and held on February 16, 1987 at which a quorum was present and participating as the same appears of record in the minute book of said Association for said date.

IN WITNESS WHEREOF, I have hereunto subscribed my name thus

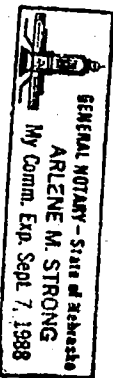
Billie J. Pesek  
Billie J. Pesek

STATE OF NEBRASKA  
COUNTY OF SARPY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared:

Dean Thomas - Jim Gatzmeyer - Emil Nath - George Sievers - Mark Meyer - Billie Pesek to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last foresaid this 20th day of February, 1987.



Arlene M. Strong  
Notary Public, State of Nebraska  
My Commission expires Sept 7, 1988



47-340

LEASE

This indenture, made this 13<sup>th</sup> day of June, 1974, by and between JOHN M. CHRISTLIEB and ELIZABETH B. CHRISTLIEB, husband and wife, of 1701 Bellevue Blvd North, Bellevue, Nebraska (hereinafter referred to as "Lessor") and JA-MAR, INC., a Nebraska Corporation, of Rural Route 3, Omaha, Sarpy County, Nebraska (hereinafter referred to as "Lessee").

WITNESSETH:

Whereas, the Lessor is the owner in fee simple of the real estate described herein; and

Whereas, it is the intention of both parties hereto to develop said property into a residential lake community; and

Whereas, the Lessor and Mark A. Meyer and Jacqueline A. Meyer as Lessee have entered into a certain lease dated May 13, 1972, recorded in Book 45 of the Miscellaneous Records of the Register of Deeds of Sarpy County at Page 612, the terms of which generally provide for the lease by lessee of certain real estate located in Sarpy County, Nebraska, and

Whereas, the Lessee, Mark A. Meyer and Jacqueline A. Meyer, have subleased the said premises to Ja-Mar, Inc., by a lease dated May 13, 1972, recorded in Book 45 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska at Page 611; and

Whereas, the parties are desirous of superseding these leases to provide a more definitive document in order to clarify ambiguities, determine in detail the rights and obligations of each party, in order to obtain a document sufficient to enable lot sublessees to obtain permanent mortgage loan financing, and to properly identify the property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties herein contained, it is hereby understood and agreed as follows:

I. PREMISES

That the Lessor hereby leases to the Lessee the following described premises, to-wit:

Commencing at a point in the center-line of the existing county road which is 87 ft north of the north east corner of the north west quarter of the south east quarter of section 28, township 13 north, range 13 east of the 6th p.m., Sarpy County, Nebraska; Thence south 1411.06 ft.; Thence ~~west~~ west 900 ft.; thence north 60 degrees west 1050 ft.; thence, ~~88~~ 86 degrees, 25 minutes west 832.5 ft., more or less, to a point on the west line of the north east quarter of the south west quarter of said section 28; Thence north 1750 ft. to a point on the center-line of existing county road; thence south easterly along the center-line of existing county road to the point of beginning.

The above described land lies within the south east quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter, the Northeast quarter of the Southwest quarter and the Northwest Quarter of the Southeast quarter of Section 28, township 13 north, range 13 east of the 6th p.m. Sarpy County, Nebraska.

WITNESSED and SUBSCRIBED at Omaha, Nebraska, this 13<sup>th</sup> day of June, 1974, in presence of Mark Meyer and Elizabeth B. Christlieb as witnesses of JOHN M. CHRISTLIEB and ELIZABETH B. CHRISTLIEB, LESSORS, and Ja-Mar, Inc. as Lessee.

47-37397



That such land is further described as having situated on it a certain lake commonly known as "Chris Lake"

Further, that such land includes, but is not limited to, plats of Lots Five through Fourteen, inclusive, Lots Fifteen through Twenty-three, inclusive, Lot Thirty-one through Forty-eight inclusive and Lots Forty-nine through Sixty-one inclusive, Chris Lake, Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Such plats, being attached hereto and incorporated herein by reference. It is further agreed that as future lots are developed, platted, surveyed and recorded, they shall become a part of aforementioned described leased premises and such plats when recorded, shall be referred to and incorporated herein by an addendum to this lease.

#### II. DEVELOPMENT

It is the intention of the parties hereto that the Lessee hereto will use ~~their~~ best efforts to further develop, have platted, and seek subleases to lease individual lots within the boundaries of the property being leased and the Lessee is hereby authorized to do so. The Lessee agrees to be responsible for all costs for surveying, platting, engineering, road building, grading and other improvements necessary to induce persons to lease lots on the premises. In connection therewith, Lessor agrees to sign all necessary documents, papers and the like, including public dedications of roads, in order to effectuate and facilitate the development of the property. Lessor specifically authorizes lot Lessee to mortgage their leasehold interests.

#### III. TERM

The term of this lease shall be for a term of sixty five (65) years from June 1, 1974 until June 1, 2039.

#### IV. RENT

The Lessee shall pay to the Lessor as rent, an amount equal to sixty percent (60%) of the gross rent receipts received by the Lessee for the sublease of the lots. Said rental amounts to be paid once each calendar year or more frequently as may be agreed to by the parties. The term gross rent shall mean the actual amounts received by Lessee from the Sublessees for the rent of their lots and shall not include any additional charges which Lessee would charge the lot sublessees for other services, such as snow removal, maintenance, management, or other services requested by such lot sublessees. Additionally the term "gross receipts" shall not include any tax adjustments required pursuant to Article XI hereof. Lessee further agrees not to sublease any lots for less than \$400.00 per year per lot.

#### V. INSURANCE.

The Lessee agrees to purchase and maintain public liability insurance in amounts not less than amounts of \$100,000.00 per person and \$300,000.00 per accident and further to hold Lessor harmless from and indemnify Lessor from all loss, damage and liability in connection with their use, operation and management of the leased premises described herein.

#### VI. ZONING

Lessee covenants and agrees to conform to all zoning laws and regulations of Sarpy County, Nebraska.

47-3408

VII. SUPERSEDING OTHER LEASES

The parties hereto hereby agree that upon the recording of this lease, it shall supersede and nullify those leases dated May 13, 1972 and recorded October 31, 1972 entered into by Lessor and Mark A. Meyer and Jacqueline A. Meyer, and the lease dated May 13, 1972 and recorded October 31, 1972 between Mark A. Meyer and Jacqueline A. Meyer and Ja-Mar, Inc., such leases being recorded in Book 45 at Pages 611 and 612 of the Miscellaneous Records of the Registrar of Deeds of Sarpy County Nebraska and any other leases whether written or oral, recorded or unrecorded.

VIII. AUDIT

Lessor shall have the right to audit the books, records, and documents of the Lessee relating to sublease rents received to determine the accuracy and completeness of such records.

IX. LOT RENT ADJUSTMENTS FOR COSTS OF LIVING

The Lessee covenants and agrees that the lot subleases shall have a provision in them providing that such subleases rent shall be adjusted not less than every five years to reflect increases or decreases in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, and such lot sublease rents shall be increased or decreased by the same percent change as the percentage change which exists in that Index. For lot subleases entered into after the date of this lease, the base year shall be the Consumer Price Index as of April 1, 1973.

X. DEFAULT BY LESSEE AFFECTING SUBLEASE

In the event of any breach of this agreement, written notice of such breach shall be sent to the sublessee's mortgagee. No such notice shall be effective until received by the mortgagee. No such breach, other than breach by the sublessee, shall effect the leasehold interest of the sublessee.

XI. TAX ADJUSTMENTS

Lessor agrees to pay all taxes levied or assessed against the land. If the amount of such taxes shall exceed in any lease year, the amount of such taxes due for the year ending ~~March 31, 1973~~, Lessee shall pay that excess in addition to the lease payments called for herein. Any taxes assessed against the leasehold improvements shall be paid by the lessee irrespective of whether the governmental authority considers them real or personal property taxes. Lessor understands that Lessees shall require sublessees to pay all taxes due on leasehold improvements.

XII. SUBLEASE SUBJECT TO MORTGAGE

If requested by Lessee, sublessee or purchaser or assignee of a sublessee the Lessor and Lessee agrees to enter into any modification of this lease the terms of which would provide that all leasehold premises. Such agreement may also provide, and the Lessor and Lessee agree that they will, give notice to such mortgage holder in the event of default by sublessee of the terms of such sublease, and said sublessee or his mortgage holder shall have the right to cure any default by Lessee under the terms of this lease.

XIII. CHRIS LAKE BEACH CLUB

The Lessee agrees to maintain at his own expense, the twenty five (25) feet roadway around the lake, maintenance of beaches and the like, provided, however, that the Lessee may form a non-profit corporation to be known as the Chris Lake Beach Club Association. Such club shall be formed at the cost of the Lessee and shall have the responsibility of maintaining the roadway, the strip of beach between the platted lots and the lake and generally maintain and improve the premises. Lessor agrees to execute any documents required to form and continue this Nebraska corporation.

XIV. DEFAULT

Should default be made by the Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in the performing, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions or agreements herein contained, or should the Lessee be adjudged bankrupt or insolvent by any Court, or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the lease hold interest be levied on under execution, then and in any of such events, the Lessor may, if the Lessor so desires, without demand of any kind or notice to the Lessee or any other person, at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if these presents had not been made without prejudice, however, to any right of action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants, herein contained.

XV. EXPLANATION

The words "Lessor" and "Lessee" shall be taken to include and be binding on the parties hereto and their heirs, executors, administrators, successors and assigns and shall be taken in the plural sense wherever the context so requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number or gender thereof.

XVI.

This lease expresses the entire agreement of the parties and there are no other written or oral understandings not expressed herein.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first written above.

LESSOR:

JA-MAR, INCORPORATED,

ATTEST:

Josephine A. Meyer      Mark A. Meyer, President

LESSOR:

Elizabeth B. Christlieb      John W. Christlieb  
Elizabeth B. Christlieb      John W. Christlieb

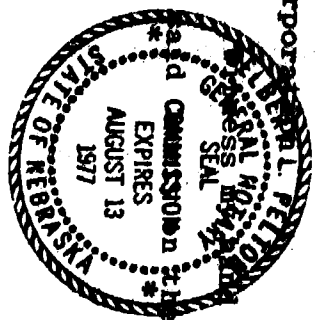
49-344D

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, a

Notary Public, duly commissioned and qualified in and for said County, personally came the above named Mark A. Meyer, President and Jacqueline A. Meyer, Secretary of Ja-Mar, Inc., who are personally known to me to be the identical persons whose names are affixed to the above lease as President and Secretary of said corporation; they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of the

corporation. ROBERT J. PETTON and official seal at Bellevue, Nebraska, in said Commission the date aforesaid.

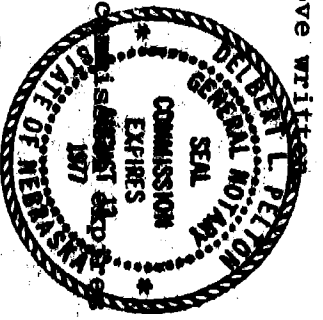


Robert J. Petton

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came John W. Christlieb and Elizabeth B. Christlieb, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last



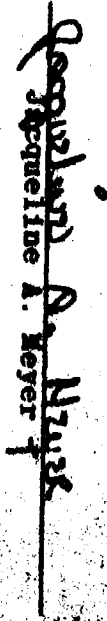
Robert J. Petton  
Notary Public

My commission expires the 13<sup>th</sup> day of JUNE, 1977.

In consideration of the execution of the within lease by the Lessor at Lessee's request, Mark A. Meyer and Jacqueline A. Meyer, individually, hereby guarantee unto the Lessor and

Lessor's assigns, the payment of the rent and the performance of all the covenants of Ja-Mar, Inc., under this lease and specifically consent to that portion of this lease superceding and making null and void all prior leases entered into by them relating to the property described.

  
Mark A. Meyer

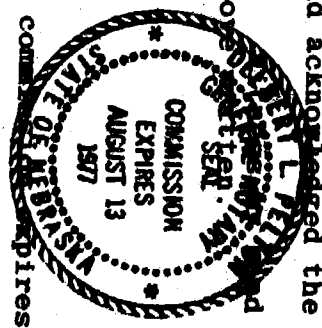
  
Jacqueline A. Meyer

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Mark A. Meyer and Jacqueline A. Meyer, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

above and notarial seal the day and year last

My commission expires the 13<sup>th</sup> day of AUGUST, 1977.



  
Notary Public

CHRIS LAKE - SEASONAL DWELLING DEVELOPMENT - Lots 5-14, Incl.

STATE OF MINNESOTA  
COUNTY OF SAUBOTON

BEFORE ME, the undersigned authority, on this 11th day of June, 1968, personally appeared *[Signature]*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1968.



IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Minneapolis, Minnesota, this 11th day of June, 1968.

THIS DEED WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, ON THIS 11th DAY OF JUNE, 1968.

APPROVED AND CORRECTED TO BE THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, I HEREBY SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MINNEAPOLIS, MINNESOTA, THIS 11th DAY OF JUNE, 1968.

APPROVED AND CORRECTED TO BE THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, I HEREBY SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MINNEAPOLIS, MINNESOTA, THIS 11th DAY OF JUNE, 1968.

APPROVED AND CORRECTED TO BE THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, I HEREBY SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MINNEAPOLIS, MINNESOTA, THIS 11th DAY OF JUNE, 1968.

DEED

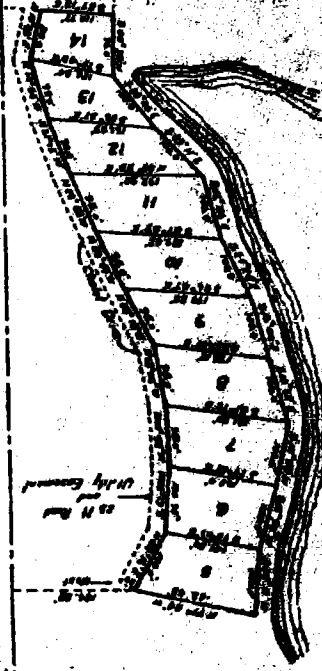
I, *[Signature]*, of the County of Sauboton, State of Minnesota, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the Office of the County Clerk of Sauboton County, Minnesota, on this 11th day of June, 1968.

Lot	Acres	Owner
5	0.10	Chris Lake Development, Inc.
6	0.10	Chris Lake Development, Inc.
7	0.10	Chris Lake Development, Inc.
8	0.10	Chris Lake Development, Inc.
9	0.10	Chris Lake Development, Inc.
10	0.10	Chris Lake Development, Inc.
11	0.10	Chris Lake Development, Inc.
12	0.10	Chris Lake Development, Inc.
13	0.10	Chris Lake Development, Inc.
14	0.10	Chris Lake Development, Inc.

THIS DEED WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, ON THIS 11th DAY OF JUNE, 1968.

APPROVED AND CORRECTED TO BE THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, I HEREBY SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MINNEAPOLIS, MINNESOTA, THIS 11th DAY OF JUNE, 1968.

APPROVED AND CORRECTED TO BE THE COUNTY CLERK OF SAUBOTON COUNTY, MINNESOTA, I HEREBY SET MY HAND AND SEAL OF OFFICE AT THE CITY OF MINNEAPOLIS, MINNESOTA, THIS 11th DAY OF JUNE, 1968.



NOTARY PUBLIC

47-340F

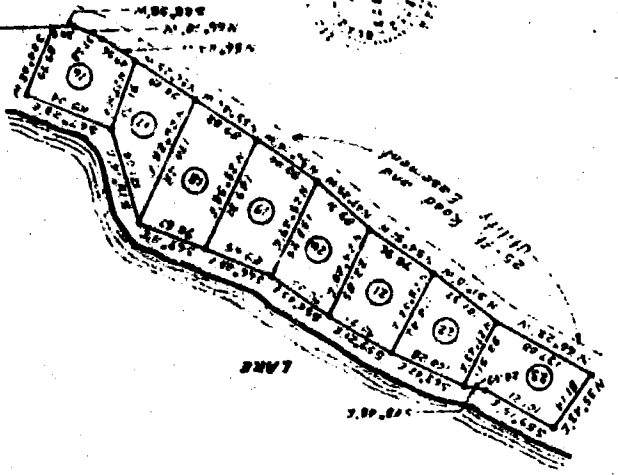
CHRIS LAKE—SEASONAL DWELLING DEVELOPMENT—LOTS 16-23 INCL.

1. NORTH & WHITELY, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFIES THAT A MORE AMPLIFIED AND DETAILED DEVELOPMENT PLAN, AS SHOWN ON THIS PLAN, ALL THE CORNERS OF ALL OF THE LOTS IS THOROUGHLY LOCATED IN THIS LAND SURVEY, INCLUDING THE LOCATION OF THE SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH & 7TH MERIDIAN, DESCRIBED AS FOLLOWS:

RETURNING TO THE NORTH-WEST CORNER OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF THIS SECTION, THE BEARING AND DISTANCE OF THE EAST LINE OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF THIS SECTION IS 128.00 FT. INCHES AND WEST A DISTANCE OF 229.00 FT. TO THE POINT OF BEGINNING. THE BEARING AND DISTANCE OF THE EAST LINE OF THE SOUTH-EAST QUARTER OF THIS SECTION IS 128.00 FT. INCHES AND WEST A DISTANCE OF 229.00 FT. TO THE POINT OF BEGINNING. THE BEARING AND DISTANCE OF THE EAST LINE OF THE SOUTH-EAST QUARTER OF THIS SECTION IS 128.00 FT. INCHES AND WEST A DISTANCE OF 229.00 FT. TO THE POINT OF BEGINNING. THE BEARING AND DISTANCE OF THE EAST LINE OF THE SOUTH-EAST QUARTER OF THIS SECTION IS 128.00 FT. INCHES AND WEST A DISTANCE OF 229.00 FT. TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, THEY HAVE HEREON AFFIXED THEIR SIGNATURES THIS 19th DAY OF JULY 1969.

NOTARIAL PUBLIC  
 JAMES P. CHRISTENSEN  
 LICENSE NO. 12-002



JAMES P. CHRISTENSEN  
 ELIZABETH B. CHRISTENSEN  
 MARK A. NELSON  
 JACKSON R. NELSON

STATE OF IOWA  
 COUNTY OF IOWA

ON THIS 19th DAY OF JULY 1969, BEFORE ME, a Notary Public in and for the County of Iowa, the following persons appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESSES IN HAND AND PERSONAL KNOW THE LAST DATE APPEARING.

NOTARY PUBLIC  
 JAMES P. CHRISTENSEN

COMMISSION EXPIRES: 1971

1. I HEREBY CERTIFY THAT THE FOREGOING DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SHOWN TO ME.

JOHN A. KELLY, SANDY COUNTY TREASURER

APPROVAL OF THE SANDY COUNTY BOARD OF COMMISSIONERS  
 THIS PLAN OF CHRIS LAKE WAS APPROVED BY THE SANDY COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF JULY 1969.

SANDY COUNTY BOARD OF COMMISSIONERS  
 THIS PLAN OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SANDY COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF JULY 1969.

APPROVAL OF THE SANDY COUNTY PLANNING COMMISSION  
 THIS PLAN OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SANDY COUNTY PLANNING COMMISSION ON THIS DAY OF JULY 1969.

APPROVAL OF SANDY COUNTY BUILDING INSPECTION  
 THIS PLAN OF CHRIS LAKE WAS APPROVED BY THE SANDY COUNTY BUILDING INSPECTION ON THIS DAY OF JULY 1969.

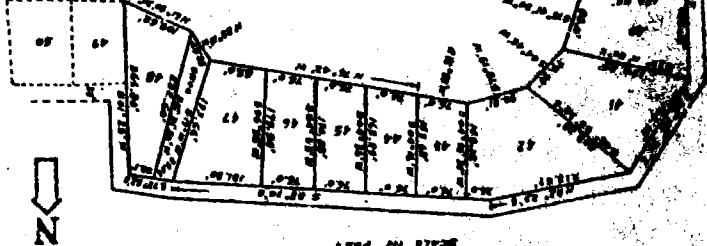
APPROVAL OF SANDY COUNTY BUILDING INSPECTION  
 THIS PLAN OF CHRIS LAKE WAS APPROVED BY THE SANDY COUNTY BUILDING INSPECTION ON THIS DAY OF JULY 1969.

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47-340 H

# CHRIS LAKE—SEASONAL DWELLING DEVELOPMENT—LOTS 31-48, INCL.

SCALE IN FEET



**REMARKS**  
 THIS PLAN IS THE PROPERTY OF THE COUNTY ENGINEER, AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE COUNTY ENGINEER. THE COUNTY ENGINEER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

**APPROVED**  
 COUNTY ENGINEER  
 JOHN W. CHRISTENSEN

**REMARKS**  
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LOT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
31	10,000	20.83%
32	10,000	20.83%
33	10,000	20.83%
34	10,000	20.83%
35	10,000	20.83%
36	10,000	20.83%
37	10,000	20.83%
38	10,000	20.83%
39	10,000	20.83%
40	10,000	20.83%
41	10,000	20.83%
42	10,000	20.83%
43	10,000	20.83%
44	10,000	20.83%
45	10,000	20.83%
46	10,000	20.83%
47	10,000	20.83%
48	10,000	20.83%

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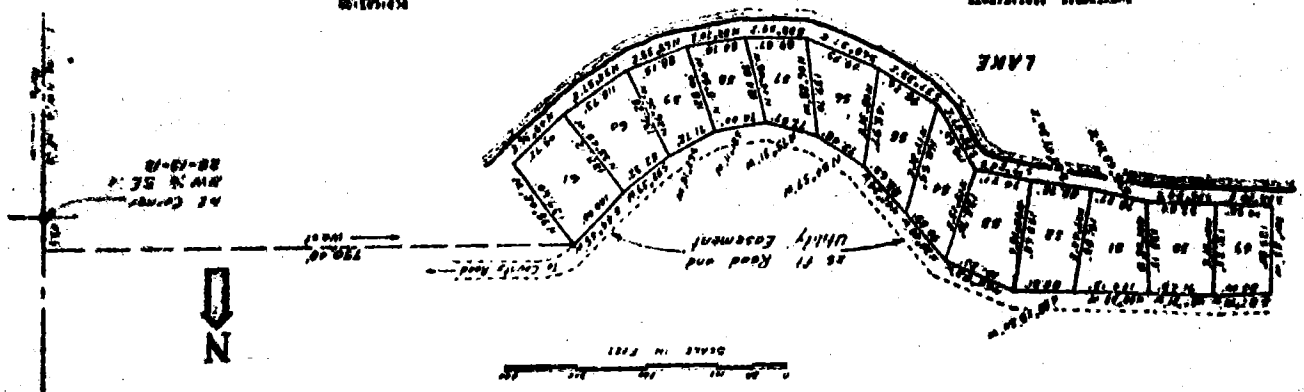
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**REMARKS**  
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CHRIS LAKE—SEASONAL DWELLING DEVELOPMENT—LOTS 49-61, INCL.



**PLANNING COMMISSION'S APPROVAL**

WHEREAS, the applicant has submitted a plan for the development of a seasonal dwelling development consisting of lots 49-61, inclusive, in the City of ... and

WHEREAS, the Planning Commission has reviewed the plan and has recommended its approval;

BEFORE ME, the County Clerk, on this day of ... 1971, the following persons appeared and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed:

*[Signatures]*

APPROVED BY THE PLANNING COMMISSION ON THIS DAY OF ... 1971.

APPROVED BY THE COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF ... 1971.

**COUNTY INVESTOR'S APPROVAL**

THIS PLAN OF CHAIRS LAKE WAS APPROVED AND ACCEPTED BY THE COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF ... 1971.

*[Signatures]*

**APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS**

THIS PLAN OF CHAIRS LAKE WAS APPROVED AT THE COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF ... 1971.

*[Signatures]*

**APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS**

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*[Signatures]*

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*[Signatures]*

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*[Signatures]*

**APPROVAL OF THE COUNTY BOARD OF COMMISSIONERS**

THIS PLAN OF CHAIRS LAKE WAS APPROVED AND ACCEPTED BY THE COUNTY BOARD OF COMMISSIONERS ON THIS DAY OF ... 1971.

*[Signatures]*

76<sup>00</sup>

60-513

1987 FEB 20 PM 3 14

BY-LAWS  
CHRIS LAKE HOMEOWNERS ASSOCIATION INCORPORATED  
(Revision: May 8, 1985)

*Chris A. ...*  
REGISTER OF DEEDS

ARTICLE I - OFFICES

The principal office of the Chris Lake Homeowners Association in the State of Nebraska shall be located in the City of Omaha, County of Sarpy. The Association may have such other offices, either within or without the State of Incorporation as the board of directors may designate or as the business of the Association may from time to time require.

ARTICLE II - DEFINITIONS

Section 1. The Association shall mean the Chris Lake Homeowners Association which is incorporated in the State of Nebraska.

Section 2. "Properties" shall mean and refer to that certain leasehold property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean the body of water known as Chris Lake and the strip of land between the individual platted lots and Chris Lake and other properties to be later designated for the common use and enjoyment of the lessees.

Section 4. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "unimproved lots."

Section 5. "Lessee" shall mean and refer to the record lessee, whether one or more persons or entities, of the Leasehold Interest to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds, Sarpy County, Nebraska.

Section 7. "Member" shall mean and refer to those persons entitled to Association membership as follows: There shall be two classes of membership -- Class "A" shall be the Lessee(s) of record of an improved lot and shall be cumulatively entitled to ONE vote for each lot leased and improved. Class "B" shall be the lessor of record and shall be entitled to THREE votes per unleased lot until 75% of the lots have been leased, then lessor shall be entitled to one vote per unleased lot.

ARTICLE III - MEMBERS

1. Voters. The Members of the Association entitled to vote at any meeting of the members shall be entitled to no more than one vote for each improved lot leased.

2. Annual Meeting. The annual meeting will be held in the month of April at a date and time to be determined by the Board of Directors. The meeting will be for the purpose of electing directors and transacting business as may come before the meeting.

3. Special Meetings. Special Meetings may be called by a quorum of Directors, and shall be called by the President at the request of the holders of not less than 25% of members of the Association entitled to vote at the meeting.

4. Place of Meeting. The Directors may designate any place as the place of the meeting for any annual or special meeting called by the Directors.

5. Notice of Meeting. Notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose for which the meeting is called, shall be delivered prior to the meeting to each member of record entitled to vote at the meeting.

*Wick*

02806

Dated: February 20, 1987

6. Closing of Membership Books or Fixing of Record Date. For the purpose of determining members entitled to vote, the Directors of the Association may provide that the membership books shall be closed for a stated period of at least 10 days but not to exceed, in any case, 30 days. If the books are not closed and no record date is fixed for the determination of members entitled to vote at a meeting, the date on which notice of the meeting is mailed or the date on which a resolution of the Directors is adopted, as the case may be, shall be the record date for such determination of membership.

7. Voting List. The Secretary or agent having charge of the books for members of the Association shall make, at least 10 days before each meeting a complete list of the members entitled to vote, arranged in alphabetical order, with the address of each, for a period of seven days prior to such meeting, shall be kept on file with the Secretary-agent of the Association and shall be subject to inspection by any member upon request. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any member during the whole time of the meeting. The original book shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at the meeting.

8. Quorum. At any meeting of members fifty percent (50%) of the members of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said number are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

9. Proxies. At meetings of the members, a member may vote by proxy executed in writing by the member of his duty elected agent. Such proxy shall be filed with the Secretary of the Association in person or by mail not later than the start of the meeting.

10. Voting. Each member entitled to vote in accordance with the terms and provisions of the Certificates of Incorporation and these By-Laws shall be entitled to one vote, in person or by proxy, for each improved lot held by such member. Upon the demand of the majority of the Directors, the vote for directors and upon any question before the meeting shall be by ballot. All elections for Directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificates of Incorporation or the Laws of this State. The lessor shall be entitled to vote as described in Article II, Section 7.

11. Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call.
2. Reading of the Minutes of preceding meeting.
3. Presentation of the Financial Report of the Association during the preceding year.
4. Reports of Officers.
5. Reports of Committees.
6. Unfinished Business.
7. New Business.
8. Election of Directors.

#### ARTICLE IV - BOARD OF DIRECTORS

1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these By-Laws and the Laws of this State, including, but not limited to, the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

60-5132

ARTICLE IV - BOARD OF DIRECTORS (continued)

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, as applicable, or the Declaration;
  - (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
  - (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
  - (f) appoint committees;
  - (g) Levy assessments to association members not to exceed \$100.00 per year, per lot. Levies in excess of \$100.00 per year, per lot, must be approved by a unanimous majority of the Board of Directors and a two-thirds majority of the members of the Association present at a meeting called for the purpose of voting on such assessment;
  - (h) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
  - (i) as more fully provided in the Declaration, to:
    - (1) fix the amount of annual assessment against each improved lot.
    - (2) send written notice of each assessment to every owner subject thereto, at least thirty days in advance of each annual assessment period; and
    - (3) bring an action at law against the owner personally obligated to pay assessment when assessments are not paid in thirty days;
  - (j) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  - (k) procure and maintain adequate liability and hazard insurance on property controlled by the Association, as it may deem appropriate;
  - (l) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (m) cause the Common Area to be maintained.
2. Number, Tenure and Qualifications. The number of Directors of the Association shall be six (6). Each director shall be elected from among the membership and shall serve for a term of three years, with two Directors elected at each Annual meeting. Directors shall be elected from candidates elected by 1) a nominating committee, 2) written request and 3) write-in vote.
- (a) A nominating committee shall make a selection eight (8) weeks prior to the annual meeting. The committee shall be appointed by the Board of Directors at each annual meeting and consist of a board member, who shall be chairman, and at least two other members.
  - (b) A written request for nomination shall contain signatures of at least four (4) members and appear on the ballot by submitting to the Nomination Committee at least eight (8) weeks prior to the annual meeting.
  - (c) A write-in vote for a member in good standing shall be permitted at the annual meeting by nomination from the floor.
3. Regular Meetings. A regular meeting of the directors shall be held without other notice than this By-Law immediately after, and at the same place as the annual meeting of members. The Directors shall provide, by resolution, the time and place for holding of regular meetings and publish such time and place for the information of the membership.
4. Special Meeting. Special meetings of the Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meeting of the Directors called by them.

Dated: February 20, 1987

60-513 C

ARTICLE IV - BOARD OF DIRECTORS (continued)

5. Notice. Notice of any special board meeting shall be given before the meeting.
6. Quorum. At any meeting of the Directors four (4) shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.
7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Directors. Any action which requires a meeting of the Directors may be taken by any Director, provided that written approval of all the Directors is first obtained.
8. Newly Created Directorships and Vacancies. Newly created Directorships resulting from an increase in the number of Directors and vacancies occurring in the board for any reason except the removal of Directors without cause may be filled by a vote of a majority of the Directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of Directors without cause shall be filled by vote of the members. A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.
9. Removal of Directors. Any or all of the Directors may be removed for cause by vote of the members or by unanimous vote by the remainder of the board. Directors may be removed without cause only by a two-third majority of the members.
10. Resignation. A Director may resign at any time by giving written notice to the board, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective. Loss of membership is deemed to be a resignation effective upon loss of membership.
11. Compensation. No compensation shall be paid to Directors, as such, for their services, but by resolution of the Board a fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.
12. Presumption of Assent. A Director of the Association who is present at a meeting of the Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.
13. Executive and Other Committees. The board, by resolution, may designate an executive and other committees, each consisting of three or more members. Each such committee shall serve at the pleasure of the board.

ARTICLE V - OFFICERS

1. Number. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be one of the Directors. Such other officers and assistant officers may be deemed necessary and elected or appointed by the Directors.
2. Election and Term of Office. The officers of the Association to be elected by the Directors shall be elected annually at the first meeting of the Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein provided.
3. Removal. Any officer or agent elected or appointed by the Directors may be removed by a majority vote of a quorum of five (5) Directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Directors for the unexpired portion of the term.

Dated: February 20, 1987

60-5130

ARTICLE V - OFFICERS (continued)

5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Directors. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directors or by these By-Laws to some other office or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Directors from time to time.

6. Vice-President. In the absence of the President or in event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Directors.

7. Secretary. The Secretary shall keep the minutes of the members and of the Directors meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address or each member which shall be furnished to the Secretary by such member, have general charge of the membership books of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Directors.

8. Treasurer. If required by the Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety of sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with these By-Laws and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Directors.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. Contracts. The majority of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority shall be confined to specific instances and such contracts shall clearly specify the products and/or the service contracted for and the cost.

2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority shall be confined to specific instances only.

3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and co-signed by the President of the Association or in his absence, the Vice-President.

4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Directors may select.

ARTICLE VII - ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments levied by the Board of Directors. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Dated: February 20, 1987

60-573 E

ARTICLE VIII - FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of May in each year.

ARTICLE IX - SEAL

The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, year of incorporation and the words, "Corporate Seal."

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Association under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority vote of the members present or represented by proxy at a regular or special meeting called by the Board of Directors.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHRIS LAKE HOMEOWNERS ASSOCIATION

Revised 1987

ARTICLE I - RESTRICTIONS (Rules and Regulations)

Section I - Properties Usage

- a. The following items shall not be placed into the lake without written permission of the Board of Directors: refuse, biocides or other chemicals; animals, barnyard fowl or plants; i.e., fish, salamander, reptile, seaweed, etc.; and anchored, unattended boats.
- b. No livestock, or barnyard fowl of any type shall be sheltered in any lot adjacent to the lake. Only animals generally accepted as household pets shall be permitted, providing the animals are not kept for breeding or commercial purposes. All pets shall be vaccinated in accordance with Nebraska State Law.
- c. Horses shall not be permitted on lake frontage or in the lake.
- d. Pets shall be the responsibility of the owner. Where pets cause a nuisance and/or property damage, the owner of such animal may be required by the Board of Directors to keep the animal on his or her lot after at least two complaints.
- e. The speed limits on private roads surrounding Chris Lake shall be 15 MPH.
- f. Parked vehicles shall not block roads at any time.
- g. The lake shore right of way shall be considered fifteen feet from the waterline for freedom of passage.
- h. Refuse shall be stored in a secured, closed container and disposed of properly.
- i. There shall be no burning of trash.
- j. Unnecessary noises (i.e., hot-rodding, in connection with the operation of motor vehicles) shall not be permitted.
- k. There shall be no shooting of any type of firearm from any leased property or in the common area.
- l. No guests shall be allowed in the homeowner's absence except with written permission of the owner. Such written permission shall be presented upon request by a member of the Association. Homeowners shall be responsible for the conduct of their guests and renters.

Dated: February 20, 1987

Section II - Boating and Water Safety

60-513 E

- a. Only one boat in excess of 25 HP shall be permitted per lot.
- b. No guest boats shall be allowed on the lake, except for special events of the Association approved by written permission of the Board of Directors.
- c. Power boats shall not exceed 90 HP.
- d. Any boat in use during hours of darkness shall have a white stern light and others required by State boating regulations.
- e. A rear view mirror or observer shall be required when pulling a skier.
- f. Power boat operators and skiers shall, at all times, conduct themselves responsibly. Horse-play and reckless driving shall be prohibited. Power boat operators are responsible for damage caused by wake.
- g. No water skiing shall be permitted one-half hour after first beach lights are lit or before 7:00 A.M.
- h. No power boating in excess of approximately 5 MPH shall be permitted before 7:00 A.M. and one-half hour after beach lights are lit.
- i. All mechanically powered boats shall travel in a counter clockwise direction. Only with extreme caution and yielding the right of way to all skiers and other boats, shall a boat operator cut across the lake. Turning at any place other than the ends of the lake is considered to be "cutting across."
- j. No power boating or skiing shall be permitted within 50 feet of the shoreline except for access and egress to shoreline.
- k. Power boats shall not be operated between a downed skier and his towing boat under any condition.
- l. No person(s) shall operate any boat or use water skis or similar devices so as to cause property damage, or personal injury.
- m. When skiers are present, cruising boats shall operate in the central portion of the lake, leaving the peripheral portion of the lake to skiers.
- n. Floating in inner-tubes, inflatable toys, flotation chairs, and similar devices shall be confined to the swimming area, 50 feet from the shoreline. None of these devices may be classified as a boat.
- o. No swimmer shall proceed out from shore more than 50 feet; however, swimming is permitted from an attended boat outside of designated ski zones. When swimming, it is suggested that, for safety, children who cannot swim 100 feet unassisted be accompanied by an adult or wear flotation apparel.
- p. All users of Chris Lake are subject to the State of Nebraska rules and regulations governing water safety. Where Chris Lake rules and regulations are in conflict with State regulations, the State regulations are controlling.
- q. All boats, ice boats, snowmobiles, dunebuggies, and other recreational vehicles, operated on the lake and other Chris Lake property shall be registered with the Chris Lake Homeowners Association and carry an identification sticker issued by the Association.

Section III - Construction

- a. No fencing shall extend beyond the front section of the building (toward the lake).
- b. No docks or other obstructions shall be placed into the lake without the annual permission of the Board of Directors.
- c. All erection of permanent buildings of any kind, on leased lots, shall be approved by Ja-Mar, Inc. and comply with Sarpy County building regulations.
- d. All septic systems shall be built according to Sarpy County specifications, kept in good condition, and pumped as required.

Dated: February 20, 1987



60-513 G

Section IV - Personal Conduct

- a. No acts shall be permitted in any lot which is an annoyance or inconvenience to the neighborhood.
- b. All Association members shall have the obligation and authority to evict trespassers and enforce Chris Lake rules and regulations.

Section V - Interpretations and Enforcement of Rules and Regulations

Rules and regulations are interpreted by the Board of Directors. Interpretations of the Board are binding.

Penalties for infractions of rules and regulations shall be as follows: First offense - a warning and appearance before the Board of Directors; Second offense - a fine of up to \$50; and Third offense - possible suspension of voting rights and right to use the common area and facilities by the member.

Section VI - Renters

Renters shall be governed by the same rules and regulations as members of the Chris Lake Homeowners Association, including the proof of ownership and insurance coverage as stated in the lease. This information must be submitted to the Board of Directors on an annual basis for review. This must be done before the boat is placed in the lake. Approval must be by the Board of Directors.

\* \* \* \* \*

IN WITNESS WHEREOF, we, being all of the Directors of CHRIS LAKE HOMEOWNERS ASSOCIATION, have hereunto set our hands this 20th day of April 1987

Billie J. Pesek  
President

Billie J. Pesek  
Secretary

Emil L. Nath  
Vice-President

Mark W. Meyer  
Director

James D. Sievers  
Treasurer

George W. Sievers  
Director

CERTIFICATION

I, Billie Pesek, do hereby certify that I am the duly elected and acting Secretary of Chris Lake Homeowners Association.

I further certify that the foregoing is a true and correct copy of the By-Laws and Declaration of Covenants, Conditions and Restrictions duly adopted by the Board of Directors of said Association at a meeting of said Board of Directors duly called and held on February 16, 1987 at which a quorum was present and participating as the same appears of record in the minute book of said Association for said date.

IN WITNESS WHEREOF, I have hereunto subscribed my name thus

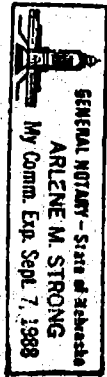
Billie J. Pesek  
Billie J. Pesek

STATE OF NEBRASKA)  
COUNTY OF SARPY)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared:

Dean Thomas - Jim Gatzemeyer - Emil Nath - George Sievers - Mark Meyer - Billie Pesek to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last foresaid this 20th day of February, 1987.



Arlene M. Strong  
Notary Public, State of Nebraska  
My commission expires Sept 7, 1988

52-417

6-29-79 2:30 P.M. 52 in Price Rec. 00

417 Carl G. H. Christlieb

REGISTER OF DEEDS, SARPY COUNTY, NEB.

LEASE MODIFICATION

HEREBY, JACUAR, INC., as Lessee, and JOHN M. CHRISTLIEB AND ELIZABETH B. CHRISTLIEB, husband and wife, as Lessors, entered into a certain lease dated June 13, 1978, for a certain parcel of real estate, commonly known as Chris Lake, Sarpy County, Nebraska, and

HEREAS, the legal description set forth in said lease includes but was not intended to include, a certain parcel of real estate, fronting on a lake, commonly known as Betty Lake; and more specifically known as Chris Lake Lots F through Z; and, a certain parcel of real estate fronting on or adjacent to the portion of Hanson's Lakes, commonly known as the Christlieb Section of Hanson Lake No. 2; and more specifically known as Lots A through C, except I, and Outlots 4 through 6 of Chris Lake, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

HEREAS, the parties hereto desire and wish to modify their lease to exclude those certain parcels of real estate from said certain lease dated June 13, 1974.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties herein contained, it is hereby understood and agreed as follows:

1. That the lease dated June 13, 1974, and filed June 17, 1974, in Book 47 at page 240 of the Miscellaneous Records of Sarpy County, Nebraska, is hereby modified to exclude from the terms thereof, the following described property:

Lots A through H, inclusive, J through Z, inclusive, and outlots 4 through 6, inclusive, being a plating of part of the east 1/2 of the NW 1/4, and part of the west 1/2 of the SW 1/4, to be shared with part of tax lot 6 and tax lot 7, all in Section 28, T13N, R13E of the 6th Pr. Sarpy County, Nebraska, as recorded in Plat Book 7, Page 42 of the Register of Deeds, Sarpy County, Nebraska, June 27, 1978.

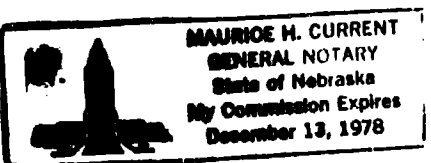
2. That the property excluded from the lease aforementioned is described on the attached plat.

IN WITNESS WHEREOF, the parties have executed this lease the 19th day of July, 1978.

JACUAR, INC.  
Mark A. Meyer, President

LESSOR  
John I. Christlieb  
Elizabeth B. Christlieb

ATTEST:  
Jacqueline A. Meyer



STATE OF NEBRASKA)  
COUNTY OF SARPY  
On this 19th day of July, 1978, before me, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid, personally came the above named Mark A. Meyer, President, and Jacqueline A. Meyer, Secretary, of Jacuar, Inc., who are personally known to me to be the identical persons whose names are affixed to the above Lease as President and Secretary of said corporation; they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.

Witness my hand and official seal at Bellevue, Nebraska, in said County, on the date aforesaid.

Book 05817

Maurice H. Current

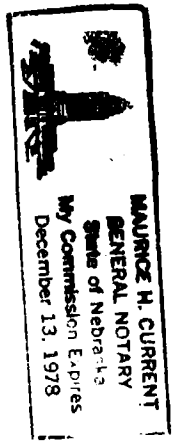
52-419A

STATE OF NEBRASKA )  
COUNTY OF SARPY )

On this 19th day of July, 1978, before me, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid, personally came the above named John L. Christlieb and Elizabeth D. Christlieb, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

In witness my hand and notarial seal at Bellevue, Nebraska, in said County, on the date aforesaid.

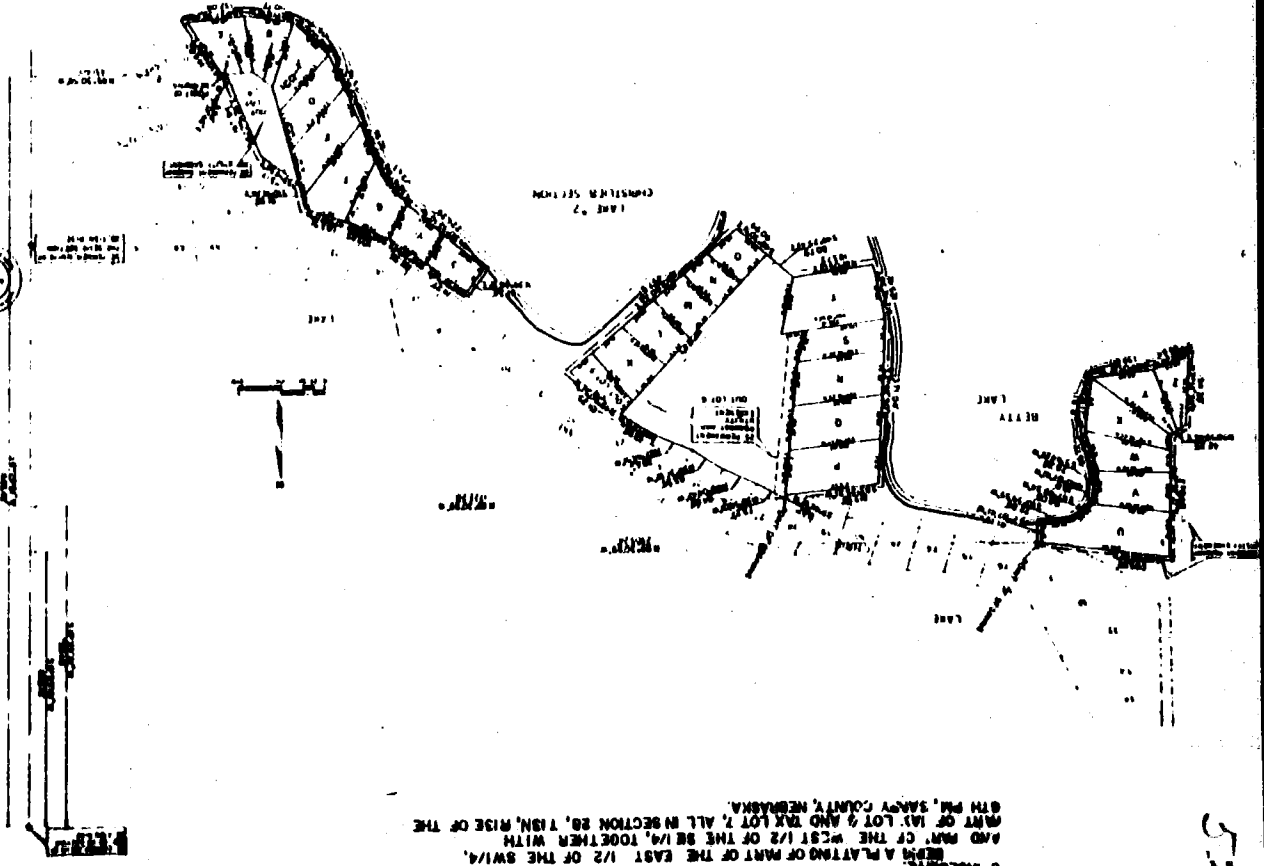
*Maurice H. Current*  
Notary Public



57 4174

# CHRIS LAKE

DEVELOPER (PENDING DEVELOPMENT)  
LOTS 1 THROUGH 14, INCLUSIVE, 1 THROUGH 2, INCLUSIVE, AND OUTLOTS 1 THROUGH 4, INCLUSIVE, BEING A PLATING OF PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE WEST 1/2 OF THE SE 1/4, TOGETHER WITH PART OF 1st 1st LOT 2 AND 1st 1st LOT 1, ALL IN SECTION 28, T15N, R15E OF THE 8TH PM, SANGY COUNTY, NEBRASKA.



SECTION 1, T15N, R15E, S8E  
SECTION 2, T15N, R15E, S8E  
SECTION 3, T15N, R15E, S8E  
SECTION 4, T15N, R15E, S8E  
SECTION 5, T15N, R15E, S8E  
SECTION 6, T15N, R15E, S8E  
SECTION 7, T15N, R15E, S8E  
SECTION 8, T15N, R15E, S8E  
SECTION 9, T15N, R15E, S8E  
SECTION 10, T15N, R15E, S8E  
SECTION 11, T15N, R15E, S8E  
SECTION 12, T15N, R15E, S8E  
SECTION 13, T15N, R15E, S8E  
SECTION 14, T15N, R15E, S8E  
SECTION 15, T15N, R15E, S8E  
SECTION 16, T15N, R15E, S8E  
SECTION 17, T15N, R15E, S8E  
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SECTION 99, T15N, R15E, S8E  
SECTION 100, T15N, R15E, S8E

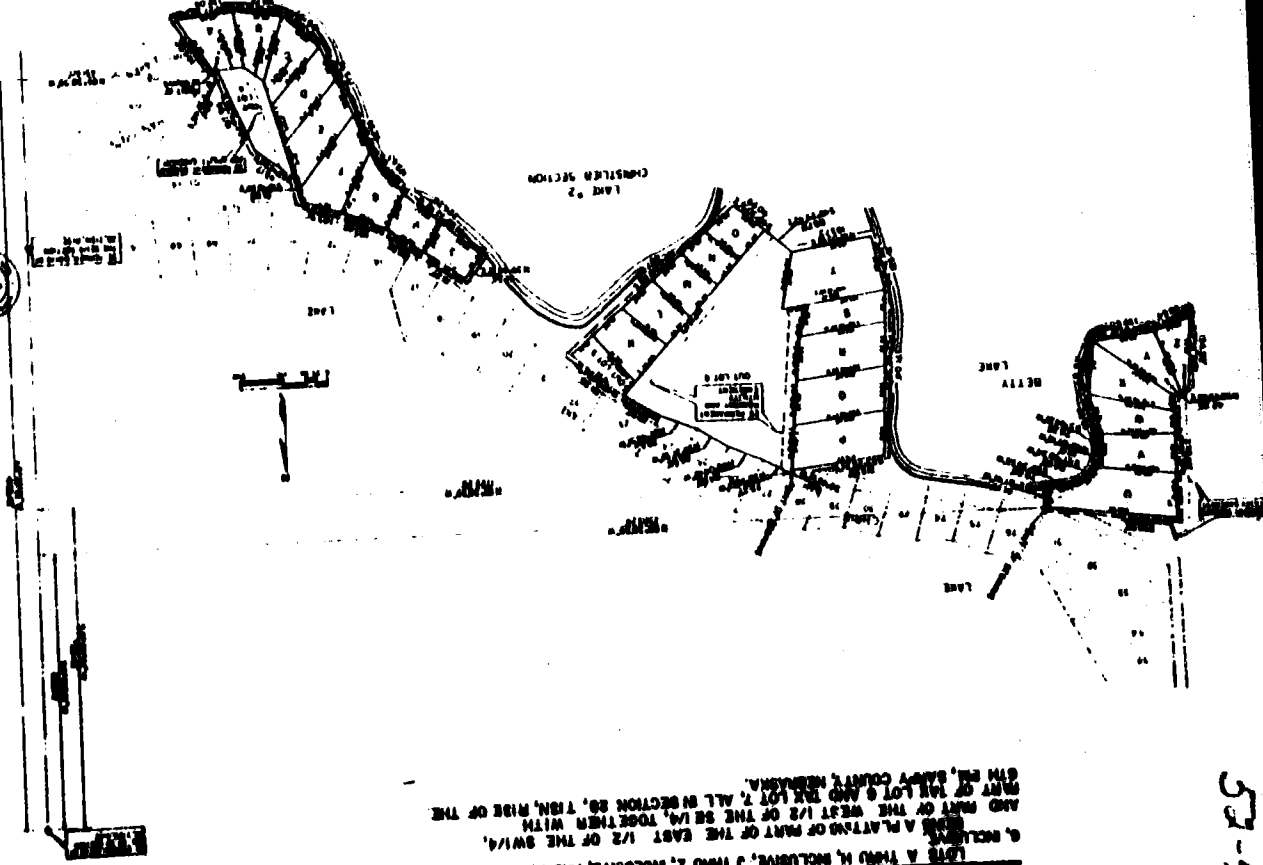
CHRIS LAKE  
LAMP RYNEARSON & ASSOCIATES, INC.

FINAL PLAN

**CHRIS LAKE**  
**LAMP RYNEARSON & ASSOCIATES INC.**

FINAL PLAN

*(Faded text, likely legal descriptions or notes)*



LOTS A THRU H, INCLUSIVE, J THRU E, INCLUSIVE, AND OUTLOTS 4 THRU 9, INCLUSIVE, BEING SUBDIVISION  
 AND PART OF THE WEST 1/2 OF THE SE 1/4, TOGETHER WITH  
 PART OF THE WEST 1/2 OF THE SW 1/4,  
 AND PART OF THE EAST 1/2 OF THE SW 1/4,  
 T15N, R15E, S49, T15N, R15E OF THE  
 3RD PM, SADDY COUNTY, NEBRASKA.

**CHRIS LAKE**

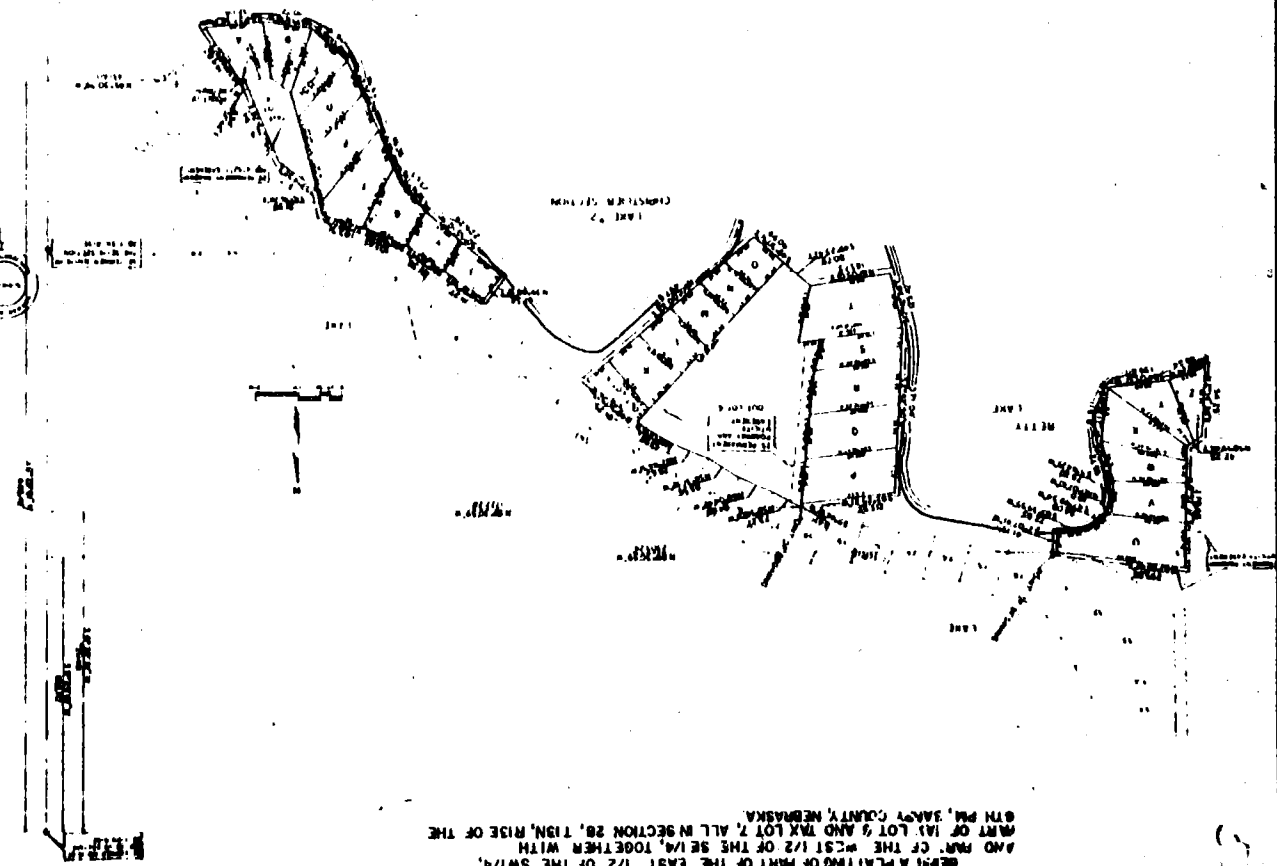
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**CHRIS LAKE**  
**LAMP RYNEARSON & ASSOCIATES, INC.**  
 1001 N. 10TH ST., SUITE 100, LINCOLN, NE 68502  
 TEL: 402-471-1111 FAX: 402-471-1112  
 WWW.LAMPRI.COM

**FINAL PLAN**

THE STATE OF NEBRASKA  
 COUNTY OF SAAK COUNTY  
 I, \_\_\_\_\_, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in my office.  
 \_\_\_\_\_  
 County Clerk  
 \_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_  
 Notary Public



LOTS A THRU H, INCLUSIVE, J THRU Z, INCLUSIVE, AND OUTLOTS 4 THRU 6 INCLUSIVE  
 BEING A PLATING OF PART OF THE EAST 1/2 OF THE SW1/4 AND PART OF THE WEST 1/2 OF THE SE1/4, TOGETHER WITH PART OF 1A1 LOT 9 AND TAX LOT 7, ALL IN SECTION 28, T19N, R15E OF THE 6TH PM, SAAK COUNTY, NEBRASKA

**CHRIS LAKE**  
 (GENERAL DWELLING DEVELOPMENT)

Miscellaneous Record No. 14

HARLEY E. HANSON & WF.  
NO. 10  
LYMAN-RICHEY SAND & GRAVEL CORP. :  
Assessment - \$2.35 Paid

Filed February 14, 1960 at 8 o'clock A. M.  
J. V. DOWNEY  
County Clerk

AMENDED EASEMENT

THIS AGREEMENT made as of this first day of January, 1960, between HARLEY E. HANSON and his wife, DASIE D. HANSON, hereinafter referred to as "Company", WITNESSETH: LYMAN-RICHEY SAND & GRAVEL CORPORATION; hereinafter referred to as "Owners", and LYMAN-RICHEY SAND & GRAVEL CORPORATION; hereinafter referred to as "Company", WITNESSETH:

WHEREAS, under date of March 5, 1945, the parties hereto entered into an easement agreement for a 50 foot right-of-way to Company from Owners across the Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) and Government Lot Three (3), all in Section 27, Township 13, Range 13, Sarpy County, Nebraska, said right-of-way to run from east to west across the above described tract and approximately 1500 feet south of the county road which runs generally east and west along the center line of Section 27; and,

WHEREAS, the parties are desirous of changing the location of this right-of-way easement in its relation to its location south of the aforementioned county road.

NOW, THEREFORE, it is agreed that Section 1 of the said easement agreement of March 5, 1945, recorded at Book 11, Miscellaneous Records, Page 217, Sarpy County, be amended to read as follows:

"1. The first parties in consideration of the covenants and agreements hereinafter made by the second party hereby covenant that said second party shall have the sole and exclusive easement for a right-of-way across the said first parties' above described land, the exact extent and location of said easement, and right-of-way being shown more in detail by blueprint attached hereto and hereby made a part hereof, the said easement and right-of-way being fifty (50) feet wide and extending across the first parties' above described land from east to west (connecting approximately 900 feet south of the county road (connecting county highways no. 75 and that known as 35th street) and running from said point slightly south of due west to the point of junction with the west line thereof approximately 950 feet south of the above referred to county road."

It is agreed that except as herein amended, all the terms and provisions of the easement agreement of March 5, 1945;

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

Harley E. Hanson  
Dasie D. Hanson  
First Parties - Owners  
LYMAN-RICHEY SAND & GRAVEL CORPORATION  
By: Fred E. Curtis, President  
Attest: J. R. Burke, Secretary  
Second Party

STATE OF NEBRASKA )  
COUNTY OF CURYER ) SS.

On this 2nd day of February, 1960, before me, a Notary Public in and for said county, personally came the above named Harley E. Hanson and Dasie D. Hanson, first parties named therein, who are personally known to me to be the identical persons whose names are affixed to the above Easement Amendment and acknowledge the instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid:  
J. V. DOWNEY, Notary Public  
COUNTY OF CURYER, NEBRASKA  
COMMISSION EXPIRES FEB. 28, 1963

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 7th day of February, 1960, before me, a Notary Public in and for said county, personally came the above named Fred E. Curtis, President of Lyman-Richey Sand & Gravel Corporation, and J. R. Burke, Secretary of Lyman-Richey Sand & Gravel Corporation, who are personally known to me to be the identical persons whose names are affixed to the above Easement Amendment as President and Secretary of said corporation and acknowledge the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

F. W. SAHR, Notary Public  
STATE OF NEBRASKA  
COMMISSION EXPIRES AUG. 10, 1961

F. W. Sahr, Notary Public

Miscellaneous Record No. 14

947

HARLEY E. HANSON & TP.  
TO  
LYMAN RICHESY SAND & GRAVEL CORP.  
Easement, 33:30 paid

Filed November 14, 1949 at 11:30 o'clock A.M.

*Barney Hanson*  
County Clerk

EASEMENT

THIS AGREEMENT, made this 5th day of March, 1945, between HARLEY E. HANSON and his wife, DASTIE D. HANSON, First Parties, and LYMAN RICHESY SAND AND GRAVEL CORPORATION, Second Party, is as follows, to-wit:

WHEREAS, First Parties own the fee simple title (free and clear of all encumbrances) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) and Government Lot Three (3), all in Section 27, Township 13, Range 13, Sarpy County, Nebraska, and the Second Party owns lands adjoining said tract on the West of the above described land as well as on the East thereof, and

WHEREAS, the Second Party desires to obtain and the First Parties have agreed to grant a right-of-way to the Second Party over said First Parties' intervening land,

NOW, THEREFORE, THIS AGREEMENT, IN WITNESS WHEREOF,

1. The First Parties in consideration of the covenants and agreements hereinafter made by the Second Party hereby covenant that said Second Party shall have the sole and exclusive easement for a right-of-way across the said First Parties' above described land, the exact extent and location of said easement and right-of-way being shown more in detail by blue print attached hereto and hereby made a part hereof, the said easement and right-of-way being fifty (50) feet wide and extending across the first Parties' above described land from east to west commencing approximately fifteen hundred (1500) feet south of the county road (connecting county highways No. 75 and that known as 36th Street) and running from said point westerly approximately at right angles to the east line of the first parties above described land to the point of junction with the east line thereof.

2. The Second Party may use said easement and right-of-way for transportation by railroad truck or other vehicle of such product as it gets from its said adjoining land and as a means of ingress and egress to its lands located west of the first Parties' above tract.

3. As consideration for said easement and right-of-way the Second Party agrees to pay to the First Parties four hundred Dollars (\$400.00) per year or one (1) cent as Second Party desires to use said easement and right-of-way; said payment shall be made on March 1st of each year commencing in 1945 and if in any year such payment is not made within ninety (90) days from March 1st thereof the Second Party shall have no further right to use said easement and right-of-way.

4. IT IS FURTHER AGREED that the First Parties' tenant will maintain the ditch along the private road near the west line of the First Parties' above described land except at that point where said easement and right-of-way crosses said ditch. The Second Party shall at its own sole cost and expense maintain at the point of said crossing during the existence of this easement and right-of-way a culvert or bridge of sufficient capacity to carry the water in said ditch but if for any reason beyond the control of the Second Party, the culvert or bridge shall at any time prove to be insufficient for that purpose, the Second Party shall not be liable for failure to maintain adequate capacity of said culvert or bridge until after it has received due notice of said condition.

5. IF IS FURTHER AGREED that during the existence of said easement and right-of-way the Second Party shall maintain at its own sole cost and expense a suitable crossing for said easement and right-of-way over the private road hereinabove referred to.

6. IT IS FURTHER AGREED that the Second Party shall during the existence of said easement and right-of-way construct and maintain at its own sole cost and expense suitable gates at the east and west ends of the road over said easement and right-of-way, which gates the Second Party may keep open at all times except during the winter season when cattle are being run in either or both of the adjoining fields.

7. IT IS FURTHER AGREED that the First Parties shall give due notice of this easement and right-of-way to all tenants and other occupants of the lands over which said easement and right-of-way passes, and shall make no lease for any of said lands except subject to said easement and right-of-way.

IN WITNESS WHEREOF, the Parties have hereto set their hands at Omaha, Nebraska on the day first hereinabove written.

Harley E. Hanson

Desie D. Hanson

First Parties

LYMAN RICHESY SAND & GRAVEL  
CORPORATION CORPORATE SEAL  
DELAWARE 1935

LYMAN RICHESY SAND & GRAVEL CORPORATION,

By: Fred P. Curtis, President

ATTEST: J. R. Burke, Secretary



Miscellaneous Record No. 14

STATE OF NEBRASKA) ss.  
COUNTY OF CUSTER )

On this 8th day of March, 1945, before me, a notary public in and for said county, personally came the above named Harley E. Hanson and Daise D. Hanson, first parties named therein, who are personally known to me so be the identical persons whose names are affixed to the above assent and acknowledged the instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last aforesaid.

M. K. Buryan  
Notary Public

~~M. K. BURYAN~~  
~~NOTARIAL SEAL~~  
~~CUSTER COUNTY, NEBRASKA~~  
~~COMMISSION EXPIRES OCT-5-1949~~  
STATE OF NEBRASKA) ss.  
COUNTY OF DOWD) ss.

On this 8th day of March, 1945, before me, a Notary Public in and for said county, personally came the above named Fred P. Curtis, President of Lyman Richey Sand & Gravel Corporation, and J. R. Burke, Secretary of Lyman Richey Sand & Gravel Corporation, who are personally known to me to be the identical persons whose names are affixed to the above assent as President and Secretary of said corporation and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Helen M. Drummel  
Notary Public

~~WITNESS my hand and notarial seal the date last aforesaid.~~  
~~STATE OF NEBRASKA) ss.~~  
~~DOWD COUNTY, NEBRASKA) ss.~~  
~~COMMISSION EXPIRES OCT-5-1949~~

WILLIAM BECK & SON :  
TO :  
COMMUNITY CREDIT CORP. :  
Assessment \$12.00 Paid :  
Filed November 15, 1949, at 10:00 o'clock A. M.  
R. E. Peterson  
County Clerk

CL-37  
U. S. Department of Agriculture  
Production and Marketing Administration  
Commodity Credit Corporation

SEVERANCE AGREEMENT  
(Farm Storage Program)

WHEREAS William F. Beck Sr. & Son of Springfield, County of Sarpy, State of Nebraska hereinafter called the "borrower", has applied for the Commodity Credit Corporation for a loan or for the guarantee of a loan for the purpose of purchasing and erecting or constructing the following storage structures, to wit:

Type	Kind (Wood, Steel, etc.)	Capacity in Bushels
Ear Corn	Steel	1500 bu. ea. (3 bins)

on the following described real estate situated in the County of Sarpy, State of Nebraska; on the W 1/2 of the NE 1/4 of section 26 Township 13, Range 11 and whereas the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structures;

Now, Therefore, the parties hereto do covenant and agree that such structures and equipment:

- shall remain severed from said real estate; and,
- even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,
- shall not be subject to the lien of any security transaction or instrument heretofore or hereafter arising against the structure or realty on which it is placed, until,
  - the expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,
  - until repayment of said loan.

William Beck and Son  
By William F. Beck, Sr.  
Borrower  
Elizabeth Beck  
Borrower  
Owner of Lienholder  
Borrower's Spouse  
Rudolph Otte  
Owner of Lienholder

Notary Public  
Member, County Agricultural  
Conservation Committee

ADDENDUM TO LEASE

Whereas, JA-MAR, INC., as Lessee, and JOHN M. CHRISTLIEB and ELIZABETH B. CHRISTLIEB, husband and wife, as Lessors, entered into a certain lease dated June 13, 1974, related to a certain parcel of real estate, commonly known as CHRIS LAKE, Sarpy County, Nebraska; and

Whereas, the aforementioned lease in Article I, entitled PREMISES, sets forth a certain metes and bounds description of the premises leased and also made reference to certain surveyed lots within a subdivision known as "Chris Lake", and also within said metes and bounds description; and

Whereas, the listing of said lots aforementioned did not include certain lots, which the parties to this wish to have included within the terms of the June 13, 1974 lease aforementioned.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties herein contained, it is hereby understood and agreed as follows:

1. That the lease dated June 13, 1974, and filed June 17, 1974, in Book 47, at page 340 of the Miscellaneous Records of Sarpy County, Nebraska, is hereby modified to include as a part of the property leased, the following described property:

"Lots Fifteen (15), Twenty-four through Thirty (24-30) inclusive, Sixty-two through Seventy-six (62-76), inclusive, and Outlots One through Three (1-3), inclusive, CHRIS LAKE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska."

2. That a plat of such lots is attached hereto and denominated as Exhibit A, and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this lease the 17th day of July, 1977.

LESSOR  
JA-MAR, INC.

By [Signature]  
Mark A. Meyer, President

ATTEST:  
[Signature]  
D. L. Felton, Secretary

LESSOR  
[Signature]  
JOHN M. CHRISTLIEB  
[Signature]  
ELIZABETH B. CHRISTLIEB

154476 v.3.1 in book 50  
[Signature]  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF SARPY )

On this 14th day of July, 1977, before me, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid, personally came the above named Mark A. Meyer, President, and D. L. Palton, Secretary, of Ja-Mar, Inc., who are personally known to me to be the identical persons whose names are affixed to the above Addendum to Lease as President and Secretary of said corporation; that they acknowledged the execution of the same to be their voluntary act and deed and the voluntary act and deed of the corporation.

Witness my hand and official seal at Nebraska, Nebraska, in said County, on the date aforesaid.

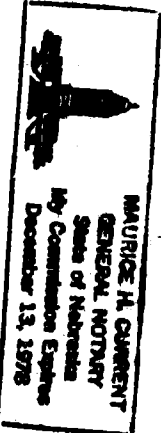


Maurice H. Current  
Notary Public

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF SARPY )

On this 14th day of July, 1977, before me, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid, personally came the above named John M. Christlieb and Elizabeth B. Christlieb, to me known to be the identical persons whose names are affixed to the foregoing instrument (Addendum to Lease); that they acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and official seal at Nebraska, Nebraska, in said County, on the date aforesaid.



Maurice H. Current  
Notary Public

47 - 340

LEASE

This Indenture, made this 13<sup>th</sup> day of June, 1974, by and between JOHN M. CHRISTLIEB and ELIZABETH B. CHRISTLIEB, husband and wife, of 1701 Bellevue Blvd North, Bellevue, Nebraska (hereinafter referred to as "Lessor") and JA-MAR, INC., a Nebraska Corporation, of Rural Route 3, Omaha, Sarpy County, Nebraska (Hereinafter referred to as "Lessee").

WITNESSETH:

Whereas, the Lessor is the owner in fee simple of the real estate described herein; and

Whereas, it is the intention of both parties hereto to develop said property into a residential lake community; and

Whereas, the Lessor and Mark A. Meyer and Jacqueline A. Meyer as Lessee have entered into a certain lease dated May 13, 1972, recorded in Book 45 of the Miscellaneous Records of the Register of Deeds of Sarpy County at Page 612, the terms of which generally provide for the lease by lessee of certain real estate located in Sarpy County, Nebraska, and

Whereas, the Lessee, Mark A. Meyer and Jacqueline A. Meyer, have subleased the said premises to Ja-Mar, Inc., by a lease dated May 13, 1972, recorded in Book 45 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska at Page 611; and

Whereas, the parties are desirous of superseding these leases to provide a more definitive document in order to clarify ambiguities, determine in detail the rights and obligations of each party, in order to obtain a document sufficient to enable lot sublessees to obtain permanent mortgage loan financing, and to properly identify the property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties herein contained, it is hereby understood and agreed as follows:

I. PREMISES

That the Lessor hereby leases to the Lessee the following described premises, to-wit:

Commencing at a point in the center-line of the existing county road which is 87 ft north of the north east corner of the north west quarter of the south east quarter of section 28, township 13 north, range 13 east of the 6th p.m., Sarpy County, Nebraska; Thence south 1411.06 ft.; Thence, west 900 ft.; thence north 60 degrees west 1050 ft.; thence, ~~86~~ <sup>88</sup> degrees, 25 minutes west 832.5 ft., more or less, to a point on the west line of the north east quarter of the south west quarter of said section 28; Thence north 1750 ft. to a point on the center-line of existing county road; thence south easterly along the center-line of existing county road to the point of beginning.

The above described land lies within the south east quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter, the Northeast quarter of the Southwest quarter and the Northwest Quarter of the Southeast quarter of Section 28, township 13 north, range 13 east of the 6th p.m. Sarpy County, Nebraska

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PAGE 340 Carl & Hillebo REGISTER OF DEEDS, SARPY COUNTY, NEB 42

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That such land is further described as having situated on it a certain lake commonly known as "Chris Lake".

Further, that such land includes, but is not limited to, plats of Lots Five through Fourteen, inclusive, Lots Sixteen through Twenty-three, inclusive, Lot Thirty-one through Forty-eight inclusive and Lots Forty-nine through Sixty-one inclusive, Chris Lake, Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Such plats being attached hereto and incorporated herein by reference. It is further agreed that as future lots are developed, platted, surveyed and recorded, they shall become a part of aforementioned described leased premises and such plats when recorded, shall be referred to and incorporated herein by an addendum to this lease.

#### II. DEVELOPMENT

It is the intention of the parties hereto that the Lessee hereto will use ~~the~~ best efforts to further develop, have platted, and seek subleases to lease individual lots within the boundaries of the property being leased and the Lessee is hereby authorized to do so. The Lessee agrees to be responsible for all costs for surveying, platting, engineering, road building, grading and other improvements necessary to induce persons to lease lots on the premises. In connection therewith, Lessor agrees to sign all necessary documents, papers and the like, including public dedications of roads, in order to effectuate and facilitate the development of the property. Lessor specifically authorizes lot Lessee to mortgage their leasehold interests.

#### III. TERM

The term of this lease shall be for a term of sixty five (65) years from June 1, 1974 until June 1, 2039.

#### IV. RENT

The Lessee shall pay to the Lessor as rent, an amount equal to sixty percent (60%) of the gross rent receipts received by the Lessee for the sublease of the lots. Said rental amounts to be paid once each calendar year or more frequently as may be agreed to by the parties. The term gross rent shall mean the actual amounts received by Lessee from the Sublessees for the rent of their lots and shall not include any additional charges which Lessee would charge the lot sublessees for other services, such as snow removal, maintenance, management, or other services requested by such lot sublessees. Additionally the term "gross receipts" shall not include any tax adjustments required pursuant to Article XI hereof. Lessee further agrees not to sublease any lots for less than \$400.00 per year per lot.

#### V. INSURANCE.

The Lessee agrees to purchase and maintain public liability insurance in amounts not less than amounts of \$100,000.00 per person and \$300,000.00 per accident and further to hold Lessor harmless from and indemnify Lessor from all loss, damage and liability in connection with their use, operation and management of the leased premises described herein.

#### VI. ZONING

Lessee covenants and agrees to conform to all zoning laws and regulations of Sarpy County, Nebraska.

VII. SUPERSADING OTHER LEASES

The parties hereto hereby agree that upon the recording of this Lease, it shall supersede and nullify those leases dated May 13, 1972 and recorded October 31, 1972 entered into by Lessor and Mark A. Meyer and Jacqueline A. Meyer, and the lease dated May 13, 1972 and recorded October 31, 1972 between Mark A. Meyer and Jacqueline A. Meyer and Ja-Mar, Inc., such leases being recorded in Book 45 at Pages 611 and 612 of the Miscellaneous Records of the Register of Deeds of Sarpy County Nebraska and any other leases whether written or oral, recorded or unrecorded.

VIII. AUDIT

Lessor shall have the right to audit the books, records, and documents of the Lessee relating to sublease rents received to determine the accuracy and completeness of such records.

IX. LOT RENT ADJUSTMENTS FOR COSTS OF LIVING

The Lessee covenants and agrees that the lot subleases shall have a provision in them providing that such subleases rent shall be adjusted not less than every five years to reflect increases or decreases in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, and such lot sublease rents shall be increased or decreased by the same percent change as the percentage change which exists in that Index. For lot subleases entered into after the date of this lease, the base year shall be the Consumer Price Index as of April 1, 1973.

X. DEFAULT BY LESSEE AFFECTING SUBLEASE

In the event of any breach of this agreement, written notice of such breach shall be sent to the sublessee's mortgagee. No such notice shall be effective until received by the mortgagee. No such breach, other than breach by the sublessee, shall effect the leasehold interest of the sublessee.

XI. TAX ADJUSTMENTS

Lessor agrees to pay all taxes levied or assessed against the land. If the amount of such taxes shall exceed in any lease year, the amount of such taxes due for the year ending ~~March 31,~~ 1973, Lessee shall pay that excess in addition to the lease payments called for herein. Any taxes assessed against the leasehold improvements shall be paid by the lessee irrespective of whether the governmental authority considers them real or personal property taxes. Lessor understands that Lessees shall require sublessees to pay all taxes due on leasehold improvements.

XII. SUBLEASE SUBJECT TO MORTGAGE

If requested by Lessee, sublessee or purchaser or assignee of a sublessee the Lessor and Lessee agrees to enter into any modification of this lease the terms of which would provide that any mortgage obtained by any lot lessee would be a first lien on all leasehold premises. Such agreement may also provide, and the Lessor and Lessee agree that they will, give notice to such mortgage holder in the event of default by sublessee of the terms of such sublease, and said sublessee or his mortgage holder shall have the right to cure any default by Lessee under the terms of this Lease.

47-340 C

XIII. CHRIS LAKE BEACH CLUB

The Lessee agrees to maintain at his own expense, the twenty five (25) feet roadway around the lake, maintenance of beaches and the like, provided, however, that the Lessee may form a non-profit corporation to be known as the Chris Lake Beach Club Association. Such club shall be formed at the cost of the Lessee and shall have the responsibility of maintaining the roadway, the strip of beach between the platted lots and the lake and generally maintain and improve the premises. Lessor agrees to execute any documents required to form and continue this Nebraska corporation.

XIV. DEFAULT

Should default be made by the Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in the performing, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions or agreements herein contained, or should the Lessee be adjudged bankrupt or insolvent by any Court, or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the lease hold interest be levied on under execution, then and in any of such events, the Lessor may, if the Lessor so desires, without demand of any kind or notice to the Lessee or any other person, at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if these presents had not been made without prejudice, however, to any right of action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants, herein contained.

XV. EXPLANATION

The words "Lessor" and "Lessee" shall be taken to include and be binding on the parties hereto and their heirs, executors, administrators, successors and assigns and shall be taken in the plural sense wherever the context so requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number or gender thereof.

XVI.

This lease expresses the entire agreement of the parties and there are no other written or oral understandings not expressed herein.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first written above.

ATTEST: LESSOR: JA-MAR, INCORPORATED,

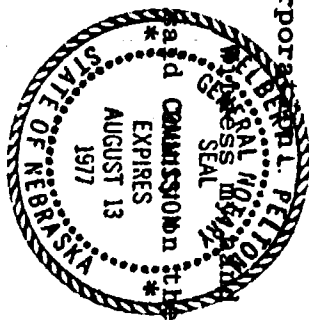
Signature of Jacquesine A. Meyer, President

Signature of Elizabeth B. Christlieb, John W. Christlieb

49-344D

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Mark A. Meyer, President and Jacqueline A. Meyer, Secretary of Ja-Mar, Inc., who are personally known to me to be the identical persons whose names are affixed to the above Lease as President and Secretary of said corporation; they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation. ERL. PELTON and official seal at Bellevue, Nebraska, in said Commission the date aforesaid.



Robert J. Pelton

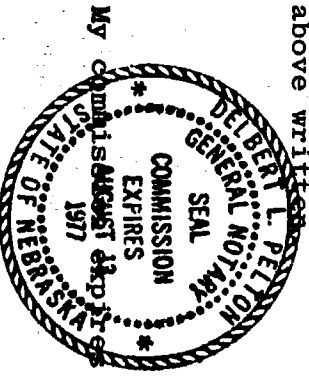
STATE OF NEBRASKA )  
 ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came John M. Christlieb and Elizabeth B. Christlieb, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last

above written

Robert J. Pelton  
Notary Public



My Commission Expires the 13<sup>th</sup> day of AUGUST, 1977.

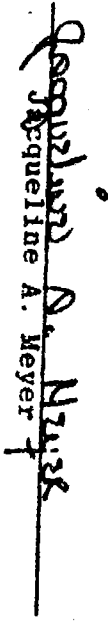
In consideration of the execution of the within lease by the Lessor at Lessee's request, Mark A. Meyer and Jacqueline A. Meyer, individually, hereby guarantee unto the Lessor and



47-340E

Lessor's assigns, the payment of the rent and the performance of all the covenants of Ja-Mar, Inc., under this lease and specifically consent to that portion of this lease superseding and making null and void all prior leases entered into by them relating to the property described.

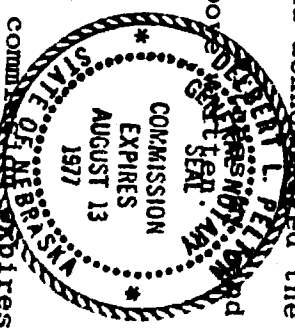
  
Mark A. Meyer

  
Jacqueline A. Meyer

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of JUNE, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Mark A. Meyer and Jacqueline A. Meyer, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

above signed, read and notarial seal the day and year last



  
Notary Public

My commission expires the 13<sup>th</sup> day of AUGUST, 1977.

47-340F

NE Corner NW 1/4 Sec 26 28-19-78

### CHRIS LAKE - SEASONAL DWELLING DEVELOPMENT - Lots 5-14, Incl.

#### SURVEYOR'S CERTIFICATE

I, NORMAN P. WHITNEY, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED WITH IRON PINS, AS SHOWN ON THIS PLAT ALL THE CORNERS OF ALL OF LOTS 5 THROUGH 14, INCLUSIVE, IN CHRIS LAKE SEASONAL DWELLING DEVELOPMENT, A SUBDIVISION LOCATED IN THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 13 EAST OF THE 6TH P. M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTH-EAST CORNER OF THE ADJACENT QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 26, THENCE S 1/4 (BEARING) ALONG THE EAST LINE OF THE NORTH-EAST QUARTER OF SAID SECTION 26 A DISTANCE OF 391.23 FT., THENCE S 1/4 WEST A DISTANCE OF 186.88 FT. TO THE POINT OF BEGINNING:

- THENCE NORTH 77 DEGREES 55 MINUTES WEST 183.49 FT.;
- THENCE SOUTH 04 DEGREES 11 MINUTES WEST 100.00 FT.;
- THENCE SOUTH 83 DEGREES 13 MINUTES WEST 100.00 FT.;
- THENCE SOUTH 10 DEGREES 13 MINUTES WEST 100.00 FT.;
- THENCE SOUTH 15 DEGREES 52 MINUTES EAST 100.00 FT.;
- THENCE SOUTH 15 DEGREES 50 MINUTES EAST 100.00 FT.;
- THENCE SOUTH 14 DEGREES 28 MINUTES EAST 100.00 FT.;
- THENCE SOUTH 16 DEGREES 26 MINUTES EAST 100.00 FT.;
- THENCE SOUTH 18 DEGREES 13 MINUTES EAST 100.00 FT.;
- THENCE SOUTH 20 DEGREES 13 MINUTES WEST 94.00 FT.;
- THENCE SOUTH 27 DEGREES 19 MINUTES EAST 110.77 FT.;
- THENCE NORTH 10 DEGREES 13 MINUTES EAST 80.00 FT.;
- THENCE NORTH 14 DEGREES 24 MINUTES WEST 95.70 FT.;
- THENCE NORTH 21 DEGREES 12 MINUTES WEST 95.00 FT.;
- THENCE NORTH 22 DEGREES 13 MINUTES WEST 95.00 FT.;
- THENCE NORTH 21 DEGREES 49 MINUTES WEST 85.20 FT.;
- THENCE NORTH 22 DEGREES 12 MINUTES WEST 85.00 FT.;
- THENCE NORTH 11 DEGREES 52 MINUTES WEST 85.20 FT.;
- THENCE NORTH 06 DEGREES 52 MINUTES WEST 85.20 FT.;
- THENCE NORTH 02 DEGREES 19 MINUTES EAST 170.50 FT.;
- THENCE NORTH 02 DEGREES 16 MINUTES EAST 103.00 FT. TO THE POINT OF BEGINNING.

JULY 5, 1968

*Norman P. Whitney*  
NORMAN P. WHITNEY  
REGISTERED LAND SURVEYOR  
LICENSE NO. 15-303

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JOHN M. CHRISTLER AND ELIZABETH S. CHRISTLER AND JOHN A. MEYER AND JACQUELINE A. MEYER, OWNERS AND PROPRIETORS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT, SAID SUBDIVISION TO BE KNOWN AS CHRIS LAKE, THE LOTS HEREON AS SHOWN, AND THEY DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THEIR PROPERTY AS SHOWN ON THIS PLAT. THEY DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, A EASEMENT HEREON AS SHOWN ON THIS PLAT, TO BE KNOWN AS CHERRY DRIVE. THEY DO ALSO HEREBY GRANT TO THE CHRYA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, A 25-FOOT EASEMENT IN CHERRY DRIVE HEREON AS SHOWN ON THIS PLAT, AND A 5-FOOT EASEMENT ALONG THE SIDE BOUNDARY LINES OF EACH LOT IN THIS SUBDIVISION FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRIC AND TELEPHONE UTILITY LINES. THIS DEDICATION IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, THEY HAVE HEREON AFFIXED THEIR SIGNATURES THIS 12th DAY OF November, 1968.

*John M. Christler*  
JOHN M. CHRISTLER

*Elizabeth S. Christler*  
ELIZABETH S. CHRISTLER

*John A. Meyer*  
JOHN A. MEYER

*Jacqueline A. Meyer*  
JACQUELINE A. MEYER

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 11th DAY OF November, 1968, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF SARPY, NEBRASKA, CHRISTLER, ELIZABETH S., MEYER, JOHN A., MEYER, AND JACQUELINE A. MEYER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE THEATRICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE INDICATION ON THIS PLAT, AND THEY ACKNOWLEDGE THE SIGNING OF SAID TO BE THEIR OWN VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE LAST DATE ABOVE SAID.  
*Norman P. Whitney*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 21st 11-1974

STATE OF NEBRASKA  
COUNTY OF SARPY

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE NOR DELINQUENT UPON THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT AS OF THIS 11th DAY OF November, 1968.

APPROVAL OF THE SARPY COUNTY BOARD OF COMMISSIONERS  
THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS ON THIS 11th DAY OF November, 1968.  
*Harold Lamb*  
CHAIRMAN, SARPY COUNTY BOARD OF COMMISSIONERS

COUNTY SURVEYOR'S APPROVAL  
THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY SURVEYOR ON THIS 12th DAY OF November, 1968.

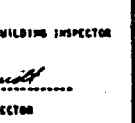
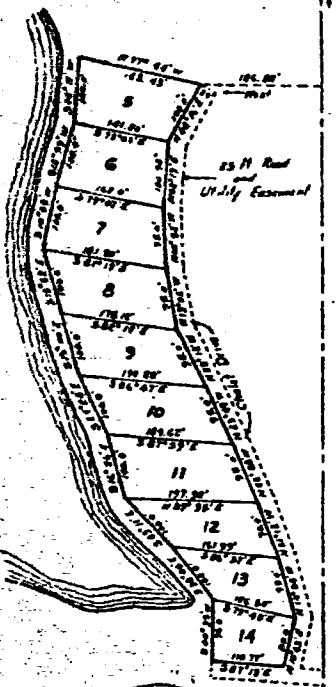
*Norman Whitney*  
NORMAN WHITNEY, SARPY COUNTY SURVEYOR

APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION  
THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY PLANNING COMMISSION ON THIS 22nd DAY OF December, 1968.

*Marcel L. Deuss*  
CHAIRMAN, SARPY COUNTY PLANNING COMMISSION

APPROVAL OF SARPY COUNTY BUILDING INSPECTOR  
THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BUILDING INSPECTOR ON THIS 11th DAY OF November, 1968.

*Marvin J. Schmidt*  
MARVIN J. SCHMIDT,  
SARPY COUNTY BUILDING INSPECTOR



47-3406

# CHRIS LAKE—SEASONAL DWELLING DEVELOPMENT — LOTS 16-23, INCL.

STATE OF NEBRASKA  
 COUNTY OF SARPY  
 ON THIS 27th DAY OF July, 1969, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONNELLY MET JOHN M. CHRISTLIEB, ELIZABETH B. CHRISTLIEB, MARK A. MEYER, AND JACQUELINE A. MEYER, WHO ARE PERSONALLY KNOWN TO ME AND THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE DEDICATION ON THIS PLAT, AND THEY ACKNOWLEDGED THE SIGNING OF SAME TO BE THEIR OWN VOLUNTARY ACT AND DEED.

NEBRASKA STATUTE

WITNESS MY HAND AND NOTARIAL SEAL THE LAST DATE AFORESAID.  
Norman P. Whitney  
 NOTARY PUBLIC

COMMISSION EXPIRES May 4, 1973

27 July 1969  
 20 13 1969

**SURVEYOR'S CERTIFICATE**

I, NORMAN P. WHITNEY, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED WITH IRON PINS, AS SHOWN IN THIS PLAT, ALL THE CORNERS OF ALL OF LOTS 16 THROUGH 23, INCLUSIVE, IN CHRIS LAKE SEASONAL DWELLING DEVELOPMENT, A SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P. M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
 REFERRING TO THE NORTH-EAST CORNER OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 28, THENCE ONE SOUTH (ASSUMED BEARING) ALONG THE EAST LINE OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1,324.06 FT. THENCE ONE WEST A DISTANCE OF 729.00 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 35 MINUTES WEST 30.00 FT.; THENCE NORTH 86 DEGREES, 15 MINUTES WEST 37.68 FT.; THENCE NORTH 10 DEGREES, 30 MINUTES WEST 99.56 FT.; THENCE NORTH 36 DEGREES, 25 MINUTES WEST 90.16 FT.; THENCE SOUTH 35 DEGREES, 40 MINUTES WEST 204.23 FT.; THENCE NORTH 58 DEGREES, 14 MINUTES WEST 204.00 FT.; THENCE SOUTH 47 DEGREES, 25 MINUTES WEST 29.77 FT.; THENCE NORTH 94 DEGREES, 33 MINUTES WEST 96.96 FT.; THENCE NORTH 51 DEGREES, 10 MINUTES WEST 101.37 FT.; THENCE NORTH 40 DEGREES, 22 MINUTES WEST 117.96 FT.; THENCE NORTH 35 DEGREES, 22 MINUTES EAST 71.14 FT.; THENCE SOUTH 55 DEGREES, 15 MINUTES EAST 101.77 FT.; THENCE SOUTH 68 DEGREES, 40 MINUTES EAST 71.69 FT.; THENCE SOUTH 73 DEGREES, 22 MINUTES EAST 180.22 FT.; THENCE SOUTH 23 DEGREES, 31 MINUTES EAST 50.78 FT.; THENCE SOUTH 28 DEGREES, 43 MINUTES EAST 304.23 FT.; THENCE SOUTH 63 DEGREES, 11 MINUTES EAST 304.23 FT.; THENCE SOUTH 15 DEGREES, 15 MINUTES EAST 121.04 FT.; THENCE SOUTH 09 DEGREES, 33 MINUTES EAST 121.04 FT.; THENCE SOUTH 28 DEGREES, 40 MINUTES WEST 83.29 FT. TO THE POINT OF BEGINNING.

JULY 19, 1969  
Norman P. Whitney  
 NORMAN P. WHITNEY,  
 REGISTERED LAND SURVEYOR  
 LICENSE NO. 45-203

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT JOHN M. CHRISTLIEB AND ELIZABETH B. CHRISTLIEB AND MARK A. MEYER AND JACQUELINE A. MEYER, OWNERS AND PROPRIETORS OF THE REAL ESTATE DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SURVEYED INTO LOTS AS SHOWN ON THIS PLAT, TOGETHER WITH THE LOTS NUMBERED AS SHOWN, AND THE LOTS NUMBERED AS SHOWN, AND THEY DO HEREBY OFFER AND APPROVE OF THE DISPOSITION OF THEIR PROPERTY AS SHOWN ON THIS PLAT. THEY DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, A 25-FOOT EASEMENT AS SHOWN ON THIS PLAT, TOGETHER WITH AN EASEMENT FOR ROAD PASSAGES, OVER AND ACROSS THE SOUTHWESTLY 25 FEET OF LOT 16. THEY DO ALSO GRANT TO THE SARPY PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, A 15-FOOT EASEMENT IN THE ROAD RIGHT-OF-WAY AS SHOWN ON THIS PLAT, AND A 5-FOOT EASEMENT ALONG THE SIDE BOUNDARY LINES OF EACH LOT IN SAID SUBDIVISION FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRIC AND TELEPHONE UTILITY LINES. THIS DEDICATION IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, THEY HAVE HERETO AFFIXED THEIR SIGNATURES THIS 27th DAY OF July, 1969.

John M. Christlieb  
 JOHN M. CHRISTLIEB  
Elizabeth B. Christlieb  
 ELIZABETH B. CHRISTLIEB  
Mark A. Meyer  
 MARK A. MEYER  
Jacqueline A. Meyer  
 JACQUELINE A. MEYER

**COUNTY TREASURER'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE NOR DELINQUENT LOTS THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT AS OF THIS DAY OF July, 1970.

James A. Alamy  
 JAMES A. ALAMY, SARPY COUNTY TREASURER

**APPROVAL OF THE SARPY COUNTY BOARD OF COMMISSIONERS**

THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS ON THIS July DAY OF July, 1969.

Chairman  
 CHAIRMAN, SARPY COUNTY BOARD OF COMMISSIONERS

**COUNTY SURVEYOR'S APPROVAL**

THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY SURVEYOR ON THIS July DAY OF July, 1969.

Norman Whitney  
 NORMAN WHITNEY, SARPY COUNTY SURVEYOR

**APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION**

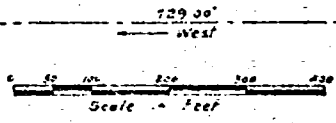
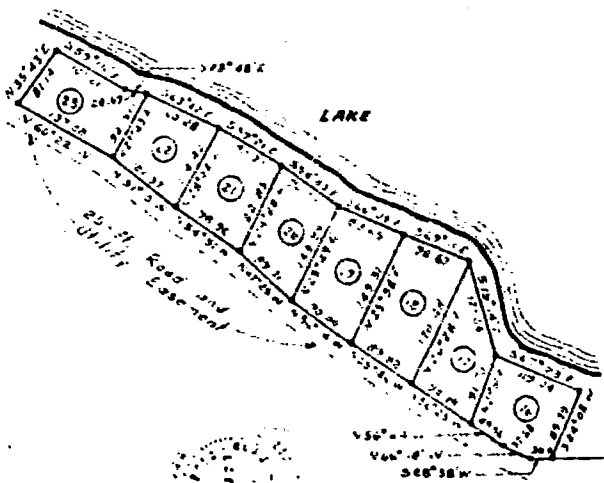
THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY PLANNING COMMISSION ON THIS July DAY OF July, 1969.

Marcel A. Devos  
 CHAIRMAN, SARPY COUNTY PLANNING COMMISSION

**APPROVAL OF SARPY COUNTY BUILDING INSPECTOR**

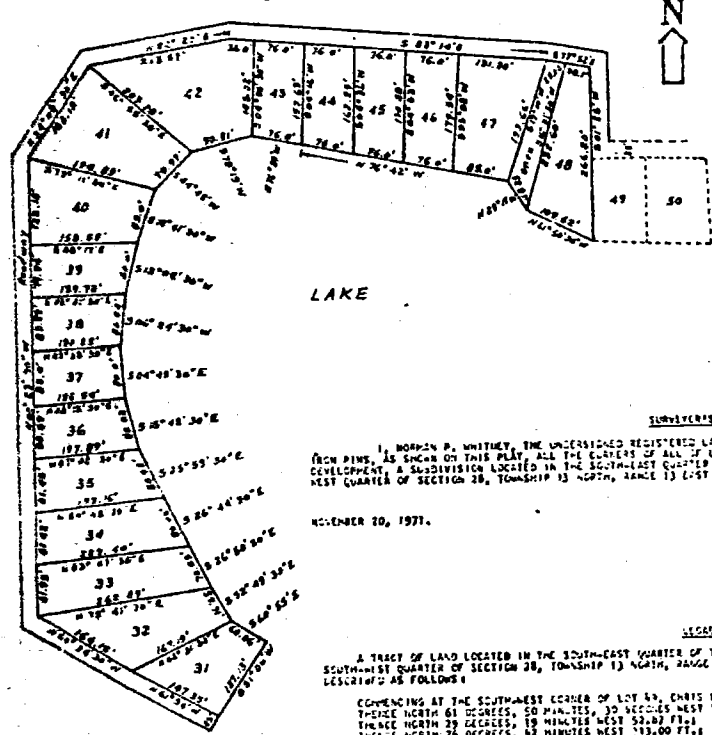
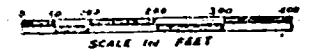
THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BUILDING INSPECTOR ON THIS July DAY OF July, 1969.

Marvin J. Schmidt  
 MARVIN J. SCHMIDT,  
 SARPY COUNTY BUILDING INSPECTOR



47-340H

# CHRIS LAKE — SEASONAL DWELLING DEVELOPMENT — LOTS 31-48, INCL.



**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 31 DAY OF May, 1976, 1976.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JOHN H. CHRISTLIE, ELIZABETH D. CHRISTLIE, MARK A. MEYER, JACQUELINE A. MEYER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE DEDICATION ON THIS PLAT, AND THEY ACKNOWLEDGED THE SIGNING OF SAME TO BE THEIR OWN VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND ACTARIAL SEAL THE LAST DATE ABOVE WRITTEN.

*John H. Christlie*  
JOHN H. CHRISTLIE

*Elizabeth D. Christlie*  
ELIZABETH D. CHRISTLIE

*Mark A. Meyer*  
MARK A. MEYER

*Jacqueline A. Meyer*  
JACQUELINE A. MEYER

**COUNTY COMMISSIONERS' APPROVAL**

THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY SURVEYOR ON THIS 14 DAY OF June, 1976.

*Norman P. Whitely*  
NORMAN WHITELY, SARPY COUNTY SURVEYOR

**APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION**

THIS PLAT OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARPY COUNTY PLANNING COMMISSION ON THIS 11 DAY OF May, 1976.

*Samuel P. Hoff*  
CHAIRMAN

**APPROVAL OF THE SARPY COUNTY BUILDING INSPECTOR**

THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BUILDING INSPECTOR ON THIS 17 DAY OF May, 1976.

*Harvey J. Schmitz*  
HARVEY J. SCHMITZ  
SARPY COUNTY BUILDING INSPECTOR

**COUNTY TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES FOR NON DELINQUENT UPON THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT AS OF THIS 31 DAY OF May, 1976.

*James A. Keary*  
JAMES A. KEARY, SARPY COUNTY TREASURER

**SURVEYOR'S CERTIFICATE**

I, NORMAN P. WHITELY, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SHARED WITH (FROM PINS, AS SHOWN ON THIS PLAT, ALL THE CORNERS OF ALL 16 LOTS 31 THROUGH 48, INCLUDING, IN CHRIS LAKE (SEASONAL DWELLING DEVELOPMENT), A SUBDIVISION LOCATED IN THE SOUTH-EAST QUARTER OF THE NORTH-WEST QUARTER AND THE NORTH-EAST QUARTER OF THE SOUTH-WEST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P. M., SARPY COUNTY, NEBRASKA.

NOVEMBER 20, 1971.

*Norman P. Whitely*  
NORMAN P. WHITELY, REGISTERED LAND SURVEYOR  
LICENSE NO. LB-203

**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE SOUTH-EAST QUARTER OF THE NORTH-WEST QUARTER AND ALSO IN THE NORTH-EAST QUARTER OF THE SOUTH-WEST QUARTER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P. M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-WEST CORNER OF LOT 48, CHRIS LAKE, AS PREVIOUSLY SURVEYED, PLATTED, AND RECORDED:

THENCE NORTH 61 DEGREES, 50 MINUTES, 30 SECONDS WEST 103.32 FT.;

THENCE NORTH 39 DEGREES, 19 MINUTES WEST 53.87 FT.;

THENCE NORTH 76 DEGREES, 39 MINUTES WEST 76.00 FT.;

THENCE SOUTH 76 DEGREES, 29 MINUTES WEST 76.00 FT.;

THENCE SOUTH 45 DEGREES, 45 MINUTES WEST 79.37 FT.;

THENCE SOUTH 18 DEGREES, 41 MINUTES, 30 SECONDS WEST 85.00 FT.;

THENCE SOUTH 13 DEGREES, 08 MINUTES, 30 SECONDS WEST 80.00 FT.;

THENCE SOUTH 10 DEGREES, 34 MINUTES, 30 SECONDS WEST 60.00 FT.;

THENCE SOUTH 08 DEGREES, 49 MINUTES, 30 SECONDS EAST 80.00 FT.;

THENCE SOUTH 15 DEGREES, 48 MINUTES, 30 SECONDS EAST 80.02 FT.;

THENCE SOUTH 25 DEGREES, 19 MINUTES, 30 SECONDS EAST 80.02 FT.;

THENCE SOUTH 22 DEGREES, 14 MINUTES, 30 SECONDS EAST 80.02 FT.;

THENCE SOUTH 25 DEGREES, 10 MINUTES, 30 SECONDS EAST 70.05 FT.;

THENCE SOUTH 22 DEGREES, 08 MINUTES, 30 SECONDS EAST 59.31 FT.;

THENCE SOUTH 28 DEGREES, 08 MINUTES WEST 122.13 FT.;

THENCE SOUTH 28 DEGREES, 08 MINUTES WEST 122.13 FT.;

THENCE NORTH 61 DEGREES, 50 MINUTES, 30 SECONDS WEST 164.15 FT.;

THENCE NORTH 60 DEGREES, 23 MINUTES, 30 SECONDS WEST 703.92 FT.;

THENCE NORTH 25 DEGREES, 08 MINUTES, 30 SECONDS WEST 164.15 FT.;

THENCE NORTH 25 DEGREES, 10 MINUTES, 30 SECONDS EAST 211.57 FT.;

THENCE SOUTH 25 DEGREES, 14 MINUTES, 30 SECONDS EAST 211.57 FT.;

THENCE SOUTH 22 DEGREES, 08 MINUTES, 30 SECONDS EAST 47.10 FT.;

THENCE SOUTH 01 DEGREE, 25 MINUTES WEST 264.00 FT. TO THE POINT OF BEGINNING.

**COUNTY COMMISSIONERS' APPROVAL**

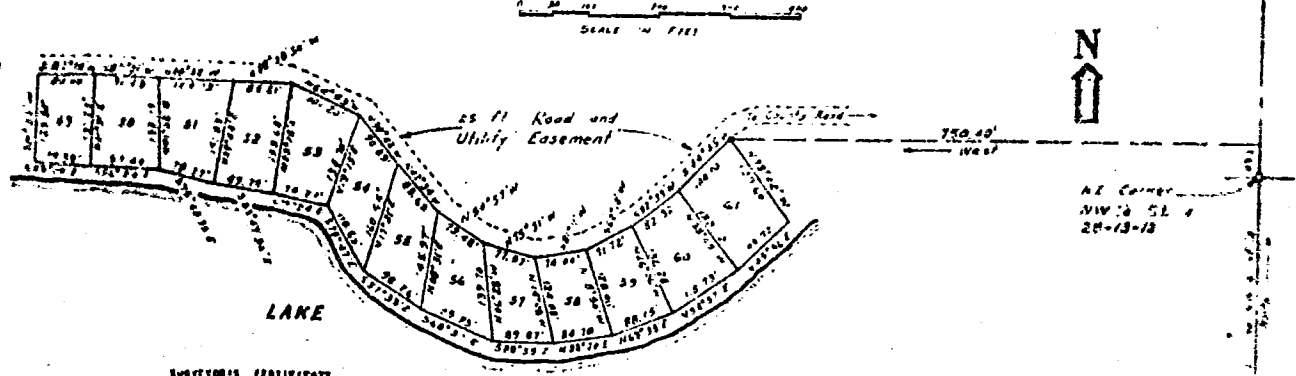
THIS PLAT OF CHRIS LAKE WAS APPROVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS ON THIS 12 DAY OF June, 1976.

*Samuel P. Hoff*  
CHAIRMAN  
SARPY COUNTY BOARD OF COMMISSIONERS



47-340 I

CHRIS LAKE — SEASONAL DWELLING DEVELOPMENT — LOTS 49-61, INCL.



SURVEYOR'S CERTIFICATE

I, ORLAND P. WHITNEY, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED WITH IRON PINS, AS SHOWN ON THIS PLAN, ALL THE CORNERS OF ALL OF LOTS 49 THROUGH 61, INCLUSIVE, IN CHRIS LAKE SEASONAL DWELLING DEVELOPMENT, A SUBDIVISION LOCATED IN THE SOUTH-EAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTH-WEST QUARTER, THE NORTH-EAST QUARTER, THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER, AND THE NORTH-WEST QUARTER OF THE SOUTH-WEST QUARTER, ALL IN SECTION 28, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH R. M., SARGE COUNTY, NEBRASKA, COMMENCING AT A POINT WHICH IS 89.58 FT. NORTH AND 750.40 FT. WEST OF THE NORTH-EAST CORNER OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION 28:

THE LINE SOUTH 64 DEGREES, 48 MINUTES WEST 100.00 FT.;  
 THE LINE SOUTH 62 DEGREES, 30 MINUTES WEST 72.32 FT.;  
 THE LINE SOUTH 61 DEGREES, 50 MINUTES WEST 74.00 FT.;  
 THE LINE SOUTH 61 DEGREES, 18 MINUTES WEST 70.00 FT.;  
 THE LINE SOUTH 75 DEGREES, 51 MINUTES WEST 77.77 FT.;  
 THE LINE NORTH 84 DEGREES, 55 MINUTES WEST 84.00 FT.;  
 THE LINE SOUTH 85 DEGREES, 35 MINUTES WEST 84.00 FT.;  
 THE LINE NORTH 85 DEGREES, 51 MINUTES WEST 100.30 FT.;  
 THE LINE SOUTH 89 DEGREES, 20 MINUTES, 30 SECONDS WEST 85.21 FT.;  
 THE LINE NORTH 90 DEGREES, 32 MINUTES WEST 104.13 FT.;  
 THE LINE NORTH 90 DEGREES, 32 MINUTES WEST 94.33 FT.;  
 THE LINE SOUTH 01 DEGREES, 50 MINUTES WEST 80.00 FT.;  
 THE LINE NORTH 01 DEGREE, 09 MINUTES WEST 90.20 FT.;  
 THE LINE SOUTH 04 DEGREES, 09 MINUTES EAST 74.25 FT.;  
 THE LINE SOUTH 04 DEGREES, 50 MINUTES EAST 93.00 FT.;  
 THE LINE SOUTH 05 DEGREES, 42 MINUTES, 30 SECONDS EAST 78.27 FT.;  
 THE LINE SOUTH 03 DEGREES, 49 MINUTES, 30 SECONDS EAST 83.75 FT.;  
 THE LINE SOUTH 13 DEGREES, 57 MINUTES EAST 79.79 FT.;  
 THE LINE SOUTH 07 DEGREES, 33 MINUTES EAST 94.10 FT.;  
 THE LINE SOUTH 06 DEGREES, 55 MINUTES EAST 100.95 FT.;  
 THE LINE SOUTH 06 DEGREES, 55 MINUTES EAST 94.10 FT.;  
 THE LINE NORTH 02 DEGREES, 28 MINUTES EAST 80.18 FT.;  
 THE LINE NORTH 06 DEGREES, 30 MINUTES EAST 90.15 FT.;  
 THE LINE NORTH 14 DEGREES, 37 MINUTES EAST 110.75 FT.;  
 THE LINE NORTH 24 DEGREES, 36 MINUTES EAST 140.70 FT.;  
 THE LINE NORTH 28 DEGREES, 00 MINUTES WEST 139.60 FT. TO THE POINT OF BEGINNING.

THE EAST LINE OF THE NORTH-WEST QUARTER OF THE SOUTH-EAST QUARTER OF SECTION 28 IS ASSUMED TO BEAR ONE NORTH AND SOUTH.

SIGNATURE

AND ALL MEN AT THESE PRESENTS, THAT JOHN W. CHRISTLIEB, ELIZABETH B. CHRISTLIEB, MADE A. MEYER, AND JACQUELINE B. MEYER, OWNERS AND PROPRIETORS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAN, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN, SAID SUBDIVISION TO BE KNOWN AS CHRIS LAKE, THE LOTS NUMBERED AS SHOWN, AND THEY DO HEREBY DEMAND AND APPROVE OF THE SUBDIVISION OF THEIR PROPERTY AS SHOWN ON THIS PLAN. THEY DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, A 25-FOOT EASEMENT AS SHOWN ON THIS PLAN. THEY DO ALSO GRANT TO THE PUBLIC A 750-FOOT ALLEY AND THE FULL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, A 25-FOOT EASEMENT IN THE ROAD RIGHT-OF-WAY AS SHOWN ON THIS PLAN, AND A 25-FOOT EASEMENT IN THE BULK BOUNDARY LINES OF EACH LOT IN THIS SUBDIVISION FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRIC AND TELEPHONE UTILITY LINES. THIS DEDICATION IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. IN WITNESS WHEREOF, THEY HAVE HEREBY AFFIXED THEIR SIGNATURES THIS

         DAY OF          1971.

\_\_\_\_\_  
 JOHN W. CHRISTLIEB  
 \_\_\_\_\_  
 MADE A. MEYER  
 \_\_\_\_\_  
 ELIZABETH B. CHRISTLIEB  
 \_\_\_\_\_  
 JACQUELINE B. MEYER

APPROVAL OF THE SARGE COUNTY BOARD OF COMMISSIONERS

THIS PLAN OF CHRIS LAKE WAS APPROVED BY THE SARGE COUNTY BOARD OF COMMISSIONERS ON THIS          DAY OF          1971.

\_\_\_\_\_  
 CHAIRMAN, SARGE COUNTY BOARD OF COMMISSIONERS

REQUIREMENTS

STATE OF NEBRASKA ss.  
 COUNTY OF SARGE ss.  
 ON THIS 22nd DAY OF April, 1971,  
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JOHN W. CHRISTLIEB, ELIZABETH B. CHRISTLIEB, MADE A. MEYER, AND JACQUELINE B. MEYER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED TO THE CERTIFICATE ON THIS PLAN, AND THEY ACKNOWLEDGED THE SIGNING OF SAME TO BE THEIR OWN VOLUNTARY ACT AND DEED.  
 WITNESS MY HAND AND NOTARIAL SEAL THE LAST DATE AFORESAID.

\_\_\_\_\_  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 12-29-72

COUNTY SURVEYOR'S APPROVAL

THIS PLAN OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARGE COUNTY SURVEYOR ON THIS 22nd DAY OF April, 1971.

\_\_\_\_\_  
 NORMAN WHITNEY, SARGE COUNTY SURVEYOR

APPROVAL OF THE SARGE COUNTY PLANNING COMMISSION

THIS PLAN OF CHRIS LAKE WAS APPROVED AND ACCEPTED BY THE SARGE COUNTY PLANNING COMMISSION ON THIS 22nd DAY OF April, 1971.

\_\_\_\_\_  
 CHAIRMAN

APPROVAL OF THE SARGE COUNTY BUILDING INSPECTOR

THIS PLAN OF CHRIS LAKE WAS APPROVED BY THE SARGE COUNTY BUILDING INSPECTOR ON THIS 22nd DAY OF April, 1971.

\_\_\_\_\_  
 HARVEY J. SCHWYB, SARGE COUNTY BUILDING INSPECTOR

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE NOW DELINQUENT UPON THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAN AS OF THIS 22nd DAY OF April, 1971.

\_\_\_\_\_  
 JAMES A. BEBST, SARGE COUNTY TREASURER

MARCH 13, 1971  
 \_\_\_\_\_  
 REGISTERED LAND SURVEYOR  
 LICENSE NO. LB-103