LINOMA LIGHTHOUSE, LLC LINOMA BEACH SEASONAL LEASE

THIS AGREEMENT, made March 31, 2016, by and between LINOMA LIGHTHOUSE, LLC., hereinafter called the "Lessor" and ALL TENANTS OF LINOMA BEACH RV PARK, hereinafter called the "Lessee".

- 1. <u>LEASED PREMISES</u>. Lessor, in consideration of the covenants of the said Lessee hereinafter set forth does by these presence lease to the said Lessee, a recreational parking space known as LOT _____, Linoma Beach, Gretna, Sarpy County, Nebraska.
- 2. <u>LEASE TERM</u>. The lease term shall be for the 2016 resort season, which extends for a period of one-hundred eighty, (180), days, commencing on the 15th day of April, (move in date), and ending on the 12th day of October, (move out date. Any extension of this lease terms shall be made only as agreed upon by the parties. Lessee has the responsibility to remove property at Lessor's request during construction, or any other unforeseen circumstances.
- 3. <u>RENT</u>. In consideration of the leasing of said Lot, Lessee hereby agrees to pay Lessor as rent for the Lot the sum of:

\$1,750.00 for a lake lot plus \$96.25 tax. \$1,650.00 for a river lot plus \$90.75 tax. \$1,550.00 for an inside lot plus 85.25 tax.

Rent is due and payable by March 31, 2016. A late fee of \$100.00 shall be effective April 1. If Lessee has not paid rent by April 15, Lessee's lease is terminated.

 Lessee shall also pay to Lessor an association fee of \$10.00 which will be transferred for the use of Linoma Beach Lake Association.

In addition to the annual lease, Lessee shall pay a refundable fee of \$50.00 and receive two, (2), gate keys. If said keys are returned prior to October 31 of the final year of tenants tenancy, said deposit shall be returned in full to Lessee. If Lessee fails to return the keys prior to October 31, Lessee forfeits the deposit. A nonrefundable fee of \$50.00 will be charged for the replacement or loss of any key.

Lessee agrees to pay a fee of \$10.00 to the Linoma Tenants Association for association dues for the 2016 season. Said payment shall be made to Lessor. Lessee shall also pay a fee of \$10.00 for each golf cart and boat that Lessee has on the premises. Said fee shall be paid directly to the Tenants Association. Lessee shall receive a sticker for said fee and have the sticker shown on the golf cart and boat at all times. Any boat or golf cart without a sticker shall be removed immediately from the premises. Lessee also agrees to place lot numbers on all boats and golf carts.

> Under no circumstances shall lessee move any property onto Lessors land prior to payment in full of said rent.

5. LESSEE'S ACCEPTANCE OF PROPERTY. At the commencement of the Lease term, Lessee shall accept the leased premises in its existing condition. No representations, statements, warranties, expressed or implied, have been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in said property or for any limitations on its use. Lessee understands that there may be special events, concerts or other activities conducted on-site or in the vicinity of the subject property which may or may not impact Lessee's daily routine. These events may or may not extend past normal quiet hours. Lessee will be responsible to pay for attending these events and it is understood that under no circumstances is Lessee entitled by this lease to attend for free. Furthermore, Lessee is responsible for disposal of any and all items on the lot Lessee is leasing. No dumping of wood products, steel items or unreasonable items in dumpsters. Tenants may pile wood products and recyclable steel products next to the dumpsters. Any unreasonable items or amounts shall be disposed of at Lesse's expense. If Lessee's lot will be considered abandoned and will become the property of the Lessor and disposed of or used accordingly. Lessee hereby indemnifies and holds Lessor harmless for any items left on the lot after Lessee's lease has been terminated or not renewed by Lessee.

- 6. <u>ALTERATIONS.</u> The Lessee shall not have the right to make any alterations additions, or improvements to the leased Lot unless prior to commencement of any such alterations, additions or improvements, Lessee has received the written consent of the Lessor. Before written consent is granted by Lessor, Lessee shall deliver to Lessor a complete written plan for such alterations additions or improvements. If consent is given:
 - (A) No change or alteration shall impair the structural soundness or diminish the value of the leased property.
 (B) All tree removal on said premises requires written authorization from
 - (B) All tree removal on said premises requires written authorization from Lessor after a plan has been received from Lessee.
 (C) All boats, trailers and personal property must be removed or tied down
 - (C) All boats, trailers and personal property must be removed or tied down by the move date of each lease year to the satisfaction of Lessor. Any personal property not tied down after October 31st may be disposed of by Lessor at Lessee's expense. This includes fences, grills, refrigerators or any other item.
 - (D) Any and all work preformed in connection with an alteration, addition or improvement must be done in a workmanlike manner and shall be in compliance with any building and zoning laws, and/or any other laws, ordinances, orders, rules, regulations and requirements of all federal, state or local municipalities or appropriate departments, commissions, boards and officers thereof.
 (E) Any alteration, addition or improvement made by the Lessee shall become
 - (E) Any alteration, addition or improvement made by the Lessee shall become and remain the property of Lessee unless removal of said property would materially damage or impair the leased premises and in such event said property shall become the property of the Lessor. In the event Lessee fails to obtain prior written consent for alterations, additions or improvements, any such articles shall become the property of the Lessor and shall remain on the subject Lot at the end of the Lease season. Failure to obtain prior written consent for any alteration, addition or improvement may result in lease termination.
- 7. USE OF LEASED PREMISES. The Lessee may use and occupy the leased premises for the purpose of placing a recreational vehicle or trailer thereon and all uses associated therewith. The Lessee shall be entitled to recreational use only and shall not use premises for any other purpose without prior written consent of Lessor. Lessee shall not use, allow, or permit the use of said premises for any unlawful, immoral, or objectionable purposes; nor permit anything to be done which will create a fire hazard or nuisance. Lessee shall comply with all applicable laws, regulations and direction of governmental authorities. Lessee shall also comply with all rules and regulations set forth by Lessor. Lessee acknowledges receipt of said rules and regulations qualifies as cause for Lessor to terminate this lease upon notice without further cause. Lessee shall not permit anything to be done in or on the leased property which will in any way violate any governmental laws or regulations and Lessee may not occupy any lot until the lease is paid in full. If Lessee allows any unlawful, immoral or objectionable situations to arise, Lessee will either be warned by oral communications or by certified letter or be removed from the premises permanently.
- 8. <u>UTILITIES AND SERVICES.</u> Lessor shall not be required to furnish Lessee any utilities or services. Lessee shall be responsible for providing and paying for all gas, electricity, telephone, water, sewer and any other utilities as my be required by Lessee. Lessee shall keep said leased premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission and shall indemnify the Lessor against any liability or damages on such account.
- 9. <u>TAXES.</u> The Lessor shall be responsible for the real property taxes and assessments upon the leased property, which are assessed during the lease term.
- 10. <u>INSURANCE</u>.
 - (A) During the term, Lessee, at its own cost and expense, shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the demised premises or the adjoining property or passageways, to afford minimum protection during the term of this Lease of no less than single limit coverage in the amount of \$500,000.00.
 - (B) All insurance provided by Lessee as required by Lessor shall list the Lessor as the Loss Payee.
 - (C) Lessee shall procure policies for such liability insurance and deliver certificates thereof with evidence of payment of premiums thereon to Lessor at the time of entering into the lease. It is the responsibility of the Lessee to insure all insurance documents are on file at Lessor's office prior to entering into a lease.
- 11. <u>INDEMNIFICATION.</u> Lessee covenants to indemnify and save harmless the lessor against any and all claims arising from the conduct or management of or from any work or thing whatsoever done in or about the demised premises or any personal property or structure thereon or the equipment thereof during said term, or arising during said term from any condition of said premises; or arising from any act or negligence of the lessee or any of their agents, family, guests, or employees or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporations, occurring during said term on, in, or about the leased premises and from and against all costs, attorney fees, expenses and liabilities incurred in or about the leased premises or adjacent thereto on land owned by the lessors.
- 12. <u>DUTIES OF LESSEE</u>. The Lessee shall faithfully perform the following duties:
 (A) Will place the recreational vehicle or trailer only in a location designated by the Lessor and will have exclusive use only of the area physically occupied by the trailer.
 - (B) Will use the recreational vehicle and Recreation Area only during the normal 180 day recreational season as set forth by Lessor. If Lessee's RV is moved in prior to the move in date set by Lessor, Lessee will have 24 hours to remove it. If it is not removed within 24 hours it will be towed at Lessee's expense and Lessee accepts responsibility for all fees

and damages that may arise from this removal. Lessee cannot move RV in prior to the move in date of the lease year. If your RV is left on Linoma Lighthouse property after the move out date as set by Lessor, Lessee will pay a \$100.00 per day fee until the RV is removed. Failure to remove the RV within three (3) days after move out date will result in the RV being towed at Lessee's expense and Lessee will pay all costs associated with the storage thereafter.

- (C) Will comply with State trailer cabin licensing and permit laws. (D) Will obey the rules and regulations of Lessor as amended from time to time, receipt of which is hereby acknowledged. These rules and regulations describe the expected behavior regarding conduct, operation of vehicles and boats, use of firearms, harboring of pets and animals, sanitation maintenance, burning and pumping of trash and refuse, conservation of vegetation and wild life, and the health, welfare, comfort and safety of all users of Linoma Lighthouse property.
- (E) If a lease is not granted to Lessee in any future year, the Lessee, within 10 days of move out date, will remove all materials and appurtenances in a level, clean and neatly graded condition. If Lessee fails to remove all materials and items from its Lot within said 10 days, the Lessor or any new Lessee shall have the right to dispose of materials and items on the Lot as they deem necessary. The Lessee must also schedule any re-location of the recreational vehicle with Linoma Lighthouse, LLC. A member of the LLC must be present at the time of entrance or exit of the removal of the recreational vehicle.
- Hereby accepts responsibility for all members of family and guests in compliance with the terms of this lease and current rules and regulations. If family members or guests fail to conduct themselves in (F) full accordance with the terms of this lease and with the current rules and regulations, this Lease may be terminated by Lessor upon notice to Lessee.
- (G) Maintain the occupied and used premises in a clean and safe condition, and upon termination of the residency, place premises in at least as clean a condition, except for ordinary wear and tear, as when the residency commenced. Dispose of all wastes, rubbish, garbage and trash in a clean and safe
- (H) manner and in accordance with all governmental regulations and rules and regulations herein.
- (I) Keep all weeds, grass and other vegetation cut and trimmed on the premises. If Lessee fails to do so, the Tenants Association shall mow grass and Lessee will be billed \$30.00 for their service. Payment for mowing must be received with seven (7) days from notice date or there will be a late penalty of \$25.00 per occurrence.
- Lessee and Lessee's family, friends and guests shall conduct themselves (J) in a manner that will not disturb the peaceful enjoyment of any part of Linoma Lighthouse property. Lessee is responsible for all persons visiting Lessee's Lot and Lessee will be held accountable for their
- actions. Lessee shall not use or permit to be used on the waters in and about said (K) premises a boat powered by a motor of over 90 horsepower without lessors express consent. Lake Linoma is a no wake lake at all times. All boats shall be insured and Lessee shall furnish a copy of the current insurance on said boat for the entire term of this lease. All boats shall also have a current Linoma sticker and lot numbers to be used in the lake. Violating Lessors no wake policy shall be grounds for removal of Lessee's boat from the lake for the season. Lessee shall not shoot nor permit the shooting of rifles or other
- (L) firearms on the premises. Use of any firearm on the premises is cause for immediate termination of this lease.
- Lessee shall not allow dogs to run at large. Dogs will be kept in (M) lessee's lot or on a leash. Positively no dog training or swimming in lake. Excessive barking, either day or night, shall be grounds for removal of any dog, whether owned by guests or lessee. Lessee shall not permit motorcycles, motorized bikes, three wheelers or
- (N) go carts to be operated on the premises.
- The conduct of all guests and members of lessees family is the direct (0)responsibility of the lessee and violations of any of these rules and regulations by lessee, lessees family or guests are grounds for revocation of this lease, provided due notice is given and the lessee has failed to remedy the situation. Further, that lessee shall be responsible for any damage or liability arising by reason of a violation of the above rules and regulations.
- NON-COMPLIANCE BY LESSEE. In the event of the Lessee's non-compliance with any provision of this Lease or with any separate agreement, the Lessor may give 13. written notice to the Lessee specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate on a date not less than five (5) days after receipt of the notice if the breach is not remedied in ten (10) days at which point the lease agreement will then terminate as provided in the notice. If notice has been given to Lessee of any non-compliance in the current year or prior years, any additional non-compliance by Lessee shall be grounds for immediate termination of Lessee's lease without further notice.
- ENTRY TO PREMISES. The Lessor may enter the premises in order to inspect the premises, or exhibit the premises to prospective or actual purchasers, mortgagers, tenants, workmen or contractors. Unless it is impractical to do so, 14. ENTRY TO PREMISES the Lessor shall give the Lessee notice of its intent to enter and shall enter only at reasonable times.
- ASSIGNMENT AND SUBLETTING. This Lease is non-assignable nor transferrable by 15 Lessee to anyone. The Lessee shall not assign this lease or any interest thereon or let or underlet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by another person. This Lease shall be fully assignable by the Lessor or its assigns.
- In the event of any litigation between the parties hereto 16. ATTORNEY'S FEES. arising out of this lease, or the leased premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such

litigation to be recovered as part of the costs therein. Lessor and Lessee agree that any action shall only be brought in the Saunders County and venue shall be and remain in Saunders County, Nebraska. Both parties by signing this lease subject themselves to the jurisdiction of the Courts in Saunders County, Nebraska.

- 17. <u>QUESTIONS, CONCERNS, PROBLEMS & SITUATIONS.</u> In the event any of these above mentioned items should arise during Lessee's stay at Linoma property, all communications will be handled directly with the main office at 402-944-3383.
- 18. <u>NOTICES.</u> Any and all notice or demands required or permitted to be given hereunder shall be deemed properly served if sent by email to lessee's email address on file with Lessor or by regular US Mail postage pre-paid, or by registered or certified mail, postage prepaid and addressed to the address as set forth on the signature page at the end of the lease or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice of demand so mailed shall be effective for the purposes at the time of deposit thereof in the United State mail. Lessee is responsible to keep Lessor informed of any email address, living address or phone number changes.
- 19. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire agreement between the parties and can only be amended in writing between the parties hereto. No representations by Lessor or Lessee or their agents not included herein shall be binding upon the parties.
- 20. <u>BINDING EFFECT.</u> This Agreement shall be binding upon the parties hereto, their heirs, legatees, personal representatives, successors and assigns.
- 21. <u>GOVERNING LAW.</u> This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 22. <u>OTHER PROVISIONS:</u>

NOTE: NO ONE UNDER THE LEGAL DRINKING AGE FOR THE STATE OF NEBRASKA WILL BE ALLOWED TO POSSESS OR CONSUME ALCOHOLIC BEVERAGES ON LINOMA PROPERTY.

Lessee, lessees family and their invitees shall have the right, until the termination hereof, to fish for pleasure, but not for profit, at lawful times and in a lawful manner, in the waters of Lake Linoma.

Lessors are not responsible for any accidents, injuries or damages to persons or property occurring on Linoma property to Lessees, Lessees guests or invitees. Lessee's take the premises as they find it and assume the risk of all injury, drowning, death and damage to themselves and their property while using the premises or facilities. This includes, but is not limited to boating, swimming, recreational facilities and equipment. All such activities are done at Lessee's own risk. That the use and enjoyment of the lakes and river upon and adjoining the general area of the leased premises shall be at the risk of the lessee, members of his family, and guests, and that lessee shall indemnify and forever hold harmless lessor for death or injury from swimming or other use of said lakes or damage or loss to personal property arising or resulting from the uses of said premises or waters thereupon or adjoining. Each Lessee is responsible for his or her own safety and the safety of his or her family, guests and family of guests using Linoma premises or facilities. Guests using the property are doing so at the invitation of Lessee and not of the Lessor. Each Lessee agrees to have insurance against all medical and liabilities arising from use of the premises and against claims for bodily injury or property damage and further agrees to indemnify and save harmless from all damages, losses, expenses costs and attorney fees incurred by Lessor on account of claims for injuries to persons or property on Linoma property. Each Lessee acknowledges by their signature below that they have read and understand this provision.

That lessors shall in no manner be liable for any damages, caused lessee by flood or other actions of the river, nor shall any such damage diminish the rental to be paid by lessee; nor shall lessors be liable for any loss or damages caused lessee by reason of acquisition of the premises by the United States of America or other Governmental agency or authority by reason of the exercise of the power of eminent domain; nor shall any such acquisition diminish the rental to be paid by lessee.

All tenants agree to the following Campground Rules and Regulations which are a part of this lease:

LINOMA LIGHTHOUSE, LLC LINOMA CAMPGROUND RULES AND REGULATIONS

These rules, in general, are an effort to maintain a quiet, clean and safe environment for all residents. Linoma Tenants Association shall have the authority to enforce all regulations.

- 1. <u>MOTORCYCLES:</u> Motorcycles will be allowed as a mode of transportation only from gate to trailer or RV and back to the gate when leaving.
- 2. <u>UNAUTHORIZED VEHICLES:</u> Mini-bikes, ATV's, Motor Scooters, etc. MAY NOT be brought into, or ridden in the camping area. Only ELECTRIC GOLF CARTS will be allowed in the camping area. A driver must be 15 years old to operate any golf

cart, must have a learners permit or drivers license on them at all times while operating said golf cart and will be supervised by an adult at all times. If you allow any individual to drive your golf cart that does not meet these requirements, your driving privileges will be revoked and your lease will be subject to termination. Carts must have lights if driven after dark. Carts will be required to display at all times, the Tenants lot number and a current Linoma Lighthouse sticker. Stickers are available for purchase from the Tenants Association.

- 3. <u>SPEED LIMIT:</u> The speed limit on all Linoma property is 10 MPH for all motorized vehicles. Any operation of a motor vehicle must be by a licensed driver.
- $\underline{\text{PETS:}}$ Pets must be kept on the Tenant's leased premises on a leash or in a kennel at all times. If your pet is not on a 4. leash at all times or creates an unsafe or uncomfortable environment for other tenants, you will be required to remove your pet from Linoma and said pet will not be allowed to return. No Pit Bulls or other dangerous animals on Linoma property. NO EXCEPTIONS. If your pet attacks another pet or person while at the park, your lease may be terminated immediately without prior notice. For minor incidents, you will receive one notice of the offense, which notice can be verbal or written, and if you pet is found to offend again, your lease will be terminated. Pets are not allowed on the beach area and are never allowed to run loose. If pets are kenneled they must be supervised or have someone responsible for them while on Linoma property. Pets should never be left alone for long periods of time. If pets are found left alone for 24 hours, you will receive a warning. If pet is found alone for 24 hours again, you will be required to remove your pet from Linoma property. Barking dogs will not be tolerated. The same sequence of notice and removal will occur for barking dogs.
- 5. <u>VANDALISM:</u> Any tenant, guest or other person caught vandalizing any property will be required to leave Linoma property, their lease will be terminated, and law enforcement will be contacted. Any person caught damaging or vandalizing the gate or gate chain will have their lease immediately terminated and will be responsible for any damage thereto. Nothing shall be placed in the gate chain to stop the gate from operating.
- 6. <u>PUBLIC BEACH:</u> Tenants shall be allowed to use the public beach for volleyball, swimming and other recreational uses if no events are planned or occurring in the beach area. No fires are allowed on the beach. No glass containers of any kind are allowed on the beach. No boats are allowed in the swimming area. Swimming is entirely at the risk of the swimmer and at no time will a life guard be present.
- 7. <u>GUESTS/PEACE AND QUIET:</u> Tenants may not invite more guests than comfortably fit on tenants property. Guests may not bring pets. Tenants nor guests may park on other lots without permission. Always be considerate of other tenants by never having loud noise, music or parties. Quiet time begins at 10:00 PM week nights and 12:00 PM weekends and No guest may bring a camper onto Linoma property. One tent only is permitted per lot.
- 8. <u>SUPERVISION OF MINORS</u>: Any child under the age of 18 must be accompanied by a parent or guardian at all times. Any problems or situations that arise for non-compliance of this rule will be the responsibility of the Tenant.
- 9. LOT MAINTENANCE: EACH RESIDENT IS REQUIRED TO MAINTAIN THE LAWN AND GROUNDS OF THEIR LOT. Lots are to be kept neat and free of litter or trash. Trash is to be deposited in the dumpsters provided on Linoma property. No appliances, tires, grills, blocks, wood, metal, batteries, limbs, yard

waste or toxic waste or anything other than normal trash are to be placed in dumpsters. Tenant shall not dump any unauthorized materials anywhere on Linoma property at any time.

- 10. <u>MOWING:</u> Each lot should be mowed at least once every two weeks. If mowing is required but grass is left un-mowed, Tenants Association will mow the grass and bill the tenant \$30.00. If the \$30.00 fee is not paid within 7 days, a \$25.00 late fee will accrue.
- 11. <u>TREES:</u> Tenant shall not remove or trim any tree or shrub on Linoma property without prior written approval of the Owner.
- 12. <u>CAMPERS PER LOT:</u> No more than one camper/trailer per lot is permitted and only a trailer owned by a tenant may be parked on a leased lot. No sub-letting will be permitted.
- 13. <u>MULTIPLE OWNED UNITS:</u> No multiple owned units will be permitted.
- 14. <u>SALE OF CAMPER OR TRAILER</u>: The sale of a camper or trailer does not guarantee continuation of the lease unless approved by Owner prior to the sale of the property. A \$100.00 transfer fee will be applied to any transfer that is approved by Lessor during the season, and tenant will be responsible for the removal of all other personal property from the lot. If Owner has to remove and dispose of personal property from any lot, the tenant will be billed for the costs.
- 15. <u>GUESTS:</u> Tenants that invite guests to Linoma are responsible to keep the gate attended to welcome the guest and ensure that the gate stays locked. The gate must be kept locked at all times. Coordinate arrival times with your guests as there will be no honking by your guests at the gate. Be courteous to other tenants at all times. Guests may not enter Linoma property without a tenant escort. If you are not present at the gate to welcome your guest, communicate to your guest that he/she must wait off road and leave the entrance passable. You must communicate to any guest all rules and regulations of Linoma Lighthouse, LLC and you will be fully responsible for their behavior while on Linoma property. If any guest is caught breaking any rule, they will be required to immediately leave Linoma property.
- 16. <u>SWIMMING</u>:

a) Swim and use the lake at your own risk. Linoma Lighthouse, LLC is not be responsible for any one swimming in or on the water.
b) All swimming is confined to 30 feet from tenants lot area or on the shared beach.
c) Non-swimmers will be accompanied by an adult swimmer capable of rescue swimming and life saving at all times.
Small children are required to wear a life jacket any time they are in or near the water.
d) No jumping from or standing on the bridge, seawall or lighthouse.
e) There will never be a life guard on duty or provided by Linoma Lighthouse, LLC.

17. BOAT REGULATIONS:

a) All Nebraska Boat Safety Rules and Regulations and all Nebraska State Game and Parks Rules and Regulations apply at Linoma Lighthouse, LLC property.
b) Lot numbers and a current year lot sticker are required on all boats regardless of size or use. Stickers may be purchased from the Tenants Association. Only tenants leasing Linoma Lighthouse lots shall be permitted boats on the lake. A guest may never bring a boat on to Linoma property. Tenants must produce registration and/or title in their name along with a current insurance policy before a sticker is issued for a boat.
c) No one under the age of 15 years shall be permitted to operate a motor powered boat. Any person age 15 or 16 years will always have adult supervision while in or operating any boat.

d) All boats will be equipped with an operable horn or whistle.

e) All boats must be at no wake speed and close to the shore. Violations shall be grounds for removal of the boat.f) No boat will operate at a speed in excess of 5mph or the speed must be reduced so the wash and wake will never cause discomfort, a hazard, injury or damages to persons, vessels or property.

g) No boat is permitted within 75 feet of the beach area.h) Boats operated after dark must comply with all Nebraska Boat Safety Rules at all times and have lights.I) No air boats, hydroplane or houseboats are permitted on the lake.

18. FISHING:

a) All fishing shall be in compliance with the Nebraska State Game and Parks Rules and Regulations. Any person fishing must carry a current state fishing license.b) Fishing is permitted for tenants and tenant's family and guests.

c) Lessee shall be present with any guests who are fishing.

19. ROAD REGULATIONS:

a) The speed limit on all Linoma property is 10MPH at all times with no exceptions.b) All signs and road signs must be obeyed at all times.c) Tenant shall be responsible for all of their guests.Failure by a tenant or guest to obey these signs will result in a \$25.00 speeding fine to Tenant.

20. <u>HUNTING</u>:

a) There is no hunting whatsoever on Linoma property.b) No firearm shall be discharged on Linoma property.

- DUMPING: Chemicals must be used in all camping holding 21. tanks. If you do not use blue chemical or other approved RV chemical products, your RV will not be pumped. Do not use chlorine bleach. Also, if your RV is clogged or we are unable to pump due to problems with your septic system you will not be pumped and will have to fix the problem prior to another attempt at pumping. The next attempt at pumping will occur the next weeks normal scheduled pumping. If you need to manually pump in between scheduled pumping, you may dump in the Linoma holding tank located in the middle of the RV park. If Linoma Owners discern a tenant is non-compliant with these dumping regulations, dumping privileges may be suspended for the balance of the lease term. Your RED flag must be displayed out away from the trailer where it is easily seen. No rags on tanks or hoses or anywhere on the trailer. If your RED flag is not easily visible we will not pump and we will not return to pump. It can not be over emphasized that our ability to pump at your trailer is your responsibility. The pumping hose is 25 feet. If you fail to arrange for ease in displaying your flag, placing your trailer, clearing a path for the convenience of the pumping system, your trailer will not be pumped.
- 22. <u>FIREWORKS</u>: Fireworks are only to be used in accordance to Nebraska Law. Any person or persons using illegal fireworks will be reported to law enforcement. **Fireworks are never** allowed during quiet times.
- 23. <u>DOCK SPECIFICATIONS</u>: All docks must be approved by the Owners prior to placing in the water.
- 24. <u>KEYS:</u> A maximum of two keys will be issued each year after tenant has signed its lease, paid its rent, and paid a refundable fee of \$25.00 per key. If said keys are returned prior to October 31, said deposit shall be returned in full to Lessee. If Lessee fails to return the keys prior to

October 31, Lessee forfeits the deposit. A nonrefundable fee of \$50.00 will be charged for the replacement or loss of any key.

By signing below, Tenant agrees to all terms and conditions of the above lease, to be a member of the Linoma Tenants Association and to abide by the foregoing Rules and Regulations. There will be no exceptions to the Rules and Regulations of Linoma Lighthouse, LLC. Owners reserve the right to change any rule at any time for the safety, security and convenience of Owner or tenants. Any violation of any rule herein may result in lease termination. If tenants lease is terminated, any and all payments made will be forfeited and non refundable.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease Agreement, including Rules and Regulations on the year and date above written.

LESSOR: LINOMA LIGHTHOUSE, LLC 1442 SILVER STREET ASHLAND, NE 68003. 402-944-3383 dlutton@luttonlaw.com

Rev. 3/2016