

PERPETUAL EASEMENT AGREEMENT

PERPETUAL EASEMENT AGREEMENT, entered into between DON ROGERT and LOIS A. ROGERT, husband and wife, developers of LAKE AERO and LAKE AERO REPLAT, ("Rogerts") and THE OWNERS OF ALL PLATTED LOTS WITHIN LAKE AERO AND LAKE AERO REPLAT, subdivisions in Douglas County, Nebraska.

W I T N E S S E T H :

WHEREAS, Rogerts are owners of all the real property located in LAKE AERO and LAKE AERO REPLAT, Subdivisions in Douglas County, Nebraska, with exception of Lots Ninety Eight (98) and Ninety Nine (99), LAKE AERO, and

WHEREAS, certain streets in LAKE AERO were through inadvertence and mistake dedicated to the public, in that it was the intention of Rogerts as developers that the subdivision as originally platted and the replat be a private development, and

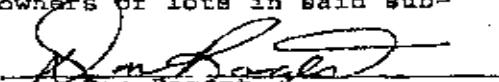
WHEREAS, Douglas County is willing to permit vacating said public dedication of the streets on condition that at the same time a perpetual easement for access be granted the present and all future owners of the lots in said subdivisions, and

WHEREAS, Rogerts desire to grant a perpetual easement for ingress and egress to the present and future owners of said lots.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Rogerts hereby grant a perpetual easement for ingress and egress over all of Lot One Hundred Three (103), LAKE AERO, and over all of Lots Thirty Five (35) and Thirty Six (36), LAKE AERO REPLAT, for all present and future owners of Lot One (1), Lots Twenty Nine (29) through Sixty Four (64) and Lots Ninety Eight (98) through One Hundred Six (106), LAKE AERO, and Lots One (1) through Thirty Six (36), LAKE AERO REPLAT, subdivisions Douglas County, Nebraska.

2. This easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators, assigns, personal representatives, transferees, devisees, lessees, licensees, servants, agents, employees and visitors of all owners of lots in said subdivisions.

  
\_\_\_\_\_  
Don Rogert  
  
\_\_\_\_\_  
Lois A. Rogert

STATE OF NEBRASKA) SS  
COUNTY OF DOUGLAS) SS

On this 6 day of October, 1983, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came DON ROGERT and LOIS A. ROGERT, husband and wife, 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.

WITNESS my hand and notarial seal the day and year last above written.

Clarence Boon  
Notary Public



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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND BASEMENTS  
FOR LAKE AERO AND LAKE AERO REPLAT AND  
RULES AND REGULATIONS COVERING USE OF LAKE AERO

DON ROGERT and LOIS A. ROGERT,  
Husband and Wife, and  
MARY H. WILSON, A widow, to  
whom it may concern:

**Protective Covenants, Conditions  
Restrictions, Reservations and  
Easements**

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GEORGE J. DULENICK  
RECEIVER OF DEBS  
DOUGLAS COUNTY, KAN.

The following covenants shall run with the land in Lots Ninety-eight (98) and Ninety-nine (99), LAKE AERO, and Lots One (1) through Thirty-four (34), LAKE AERO, REPLAT, Subdivisions located in part of Section Eighteen (18), Township 15 N, R10E, in Douglas County, Nebraska, and shall be binding on the owners of all of said lots above described and on all persons claiming under them until the first day of January, 2000, unless at any time waived, changed or amended in writing by the owner or owners of the majority of the lots in said subdivisions, and after the first day of January, 2000, said covenants shall be automatically extended for successive periods of ten years unless by vote of the then owners of the majority of the lots in said subdivisions it is agreed to waive, change, or amend said covenants in whole or in part. In connection with waiver, change or amendment of said covenants at any time, the owner of each platted lot in said subdivisions shall be entitled to one vote.

By accepting a deed to any of said lots a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all covenants as fully as if they had joined in this declaration, and said grantee by accepting a deed further agrees to become a member of any Homeowner's Association later formed by the undersigned for said subdivisions, pay the dues therefor, and

subject his lot to the lien of any assessments levied by said association.

If any grantee, or his heirs, personal representatives, administrators, successors, assigns, or grantees violate or attempt to violate any covenant, the undersigned or any other owner may bring suit in law or equity against the person violating or attempting to violate such covenant, either to prevent him from so doing by injunction or for damages for such violation, or to require said grantee to become a member of a homeowner's association, if later formed by the undersigned, and pay the dues and assessments of such association, as above set forth.

All references herein to "the undersigned" shall refer only to DON ROGERT and LOIS A. ROGERT, and all rights, powers, options and privileges, referred to them shall pass to the assignee or nominee of the said DON ROGERT or LOIS A. ROGERT only, or to the survivor of them, and to the assignees or nominees or heirs, successors and personal representatives of such survivor.

Definition of a Single Lot and  
Maximum Number of Residences To Be Permitted

A single lot for the purposes of this declaration is a lot as now platted or replatted, or parts of two adjoining lots, the total width of which at the front lot line shall be not less than the width at the front lot line of either lot comprising a part of such ownership, or all of one lot and part of one or more adjoining lots. Notwithstanding the fact that this declaration applies to seventy-two residential lots as now platted and replatted it is the intention of the undersigned to permit construction of a total of no more than fifty residences on said lots.

Building Restrictions

No lot shall be improved except in accordance with the following minimum specifications as to size, style, design, type and location of improvement:

1. No building shall be erected on a lot other than a single family detached dwelling.

2. No dwelling shall be of flat roof design.
3. All dwellings, swimming pools, docks or other improvements upon the lots may be built only upon prior written approval of the undersigned as to size, style, design, and location. Construction shall not be commenced until complete plans and specifications are submitted to and approved in writing by the undersigned or a building committee appointed or designated by them.
4. No dwelling may be built of material other than wood, stone, brick, brick veneer, or combination thereof. Exposed foundations shall be brick or stone-faced. Roofs shall be covered by shake roofing material. Chimneys shall be faced with brick or stone.
5. No dwelling shall be more than one story in height.
6. Each dwelling shall have not less than twenty-five hundred square feet of inside floor area, exclusive of basement, porches, patios, terraces and garage. Each dwelling shall have attached garage capable of accommodating at least two standard sized automobiles. No carports will be allowed.
7. All buildings or appurtenances to be erected on any lot shall comply with the requirements of the Douglas County zoning laws.
8. No fence, wall, playground or recreational equipment, or other constructed facility shall be built, placed or maintained forward of the front line of any dwelling, other than concrete or asphalt sidewalk connecting house, street and driveway.
9. All utility lines leading from lot line to dwelling shall be placed underground. No above ground storage tanks shall be allowed.

10. No aerial towers shall be erected or maintained on any lot or improvement thereon, and no sign shall be placed or maintained on any lot other than one two foot by three foot sign advertising the lot for sale.

11. No material other than earth, sand, rock or gravel shall be used as fill on any lot. The general grade and slope of a lot shall not be altered or changed substantially without prior written permission of the undersigned.

12. Each owner shall be responsible for maintaining and stabilizing the bank bordering the portion of his lot adjacent to Lake Aero. A continuance of existing seawall of the same type shall be at owner's expense.

Use Restrictions

The following are restrictions on use of each lot. The owner covenants that:

1. No lot shall be improved, used or occupied other than as a private single family residence.

2. No animals, poultry or fowl, except inside household domestic pets and no more than one dog and one cat shall be kept on any lot and shall be confined to the premises thereon.

3. Refuse or trash, or their receptacles shall not be exposed to view or permitted to become a nuisance. No burning of trash or refuse shall be permitted.

4. Swimming pools shall not be maintained as to be or become a nuisance.

5. No building, structure, tent or mobile home, other than a dwelling completed in accordance with these covenants, shall be used as a temporary or permanent residence.

6. Garage doors shall have automatic openers and shall be closed except upon entering or leaving the garage.

7. After installation of streets and curbing, no property owner shall order, authorize, permit or cause their tearing up, cutting, or other destruction without prior written permission of the undersigned.

8. No owner shall park or keep, store, or maintain a trailer, mobile home, motor home, recreational or similar type vehicle upon the exterior of any lot.

9. No owner shall have the right of access to or use of any portion of the real estate within the subdivisions known as Lake Aero or Lake Aero Replat, other than his residential lot, the private roads maintained for access to the subdivisions and the water area of the lake, subject to all rules and regulations promulgated for its use. Any violation of this provision shall constitute a trespass.

10. No firearms, air rifles, pellet guns or similar devices shall be fired or discharged at any place within the subdivisions, nor shall hunting or trapping be permitted in any manner whatsoever.

11. No motor powered vehicle such as a mini-bike, three wheeled vehicle, moped or similar recreational device or vehicle emitting noise shall be operated in the subdivisions. Power mowers and other power equipment shall not be operated before eight o'clock A.M. or after seven o'clock P.M.

12. All owners shall observe posted speed limits set by the undersigned when operating motor vehicles on the private roads servicing Lake Aero and Lake Aero Replat.

Easement for Utilities

An easement is reserved over the front and rear five feet of each lot for utility installation and maintenance, and over the five feet along each side lot line, in addition to all easement areas shown on the plat.

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Installation of Utilities

The undersigned will construct a well or wells to provide a water supply for the subdivisions and shall install the necessary pipes to bring the water supply to the lot line. Each owner shall pay his cost of connection to the water supply and shall be responsible for maintenance of the water line upon his lot. No sanitary or storm sewer will be installed in the subdivisions. Each owner shall be responsible for construction and maintenance of his own septic system in accordance with all requirements, rules and regulations of Douglas County, Nebraska.

Installation of Roads and Maintenance

The undersigned will construct private, all weather roads into the subdivisions in separate phases, at their option, with Lots Thirteen (13) through Twenty-five (25), Lake Aero Replat, comprising the first phase, Lots One (1) through Twelve (12), Lake Aero Replat, comprising the second phase, Lots Twenty-six (26) through Thirty-four (34), Lake Aero Replat, comprising the third phase and with lots Twenty-nine (29) through Sixty-four (64) in Lake Aero to be improved pursuant to this declaration in accordance with a later schedule to be formulated at the sole option of the undersigned. The roads abutting each phase of Lake Aero Replat will be maintained by the undersigned until sale of all lots in that phase shall have been completed, at which time the cost of maintenance, which shall include snow removal, shall thereafter be apportioned among the abutting owners by the undersigned in accordance with an equitable arrangement adopted by the undersigned, provided, however, that if a Homeowner's Association is later formed by the undersigned, in accordance with this declaration, all such maintenance costs shall then be and become the sole responsibility of the association, which shall have the power to require the payment of membership dues and assessments from

the owners of the above described lots.

Reservation of Right of First Refusal

The undersigned shall have the right and option to repurchase any lot and improvements upon the terms and conditions, and for the consideration, upon which the owner is willing to sell. Such right of first refusal shall remain in effect for thirty days after the owner notifies the undersigned in writing of and provides the undersigned an executed copy of any bona fide offer to purchase said lot and improvements which shall contain all terms and conditions of such sale. Said right of first refusal shall be continuing as to all subsequent transactions relating to any lot and improvements.

Non-Conforming Uses by The Undersigned

Notwithstanding any provisions of this Declaration to the contrary, the undersigned are and through the development of Phases 1, 2 and 3 of Lake Aero Replat and development of Lake Aero, will be continuing certain sand and gravel and other business operations directly or through their nominees or corporations owned or controlled by them. Such uses presently include but are not limited to an existing office building and recreation hall, which may be operated with a liquor license as well as dredging operations for mining and production of sand and gravel. By accepting a deed to any of the platted lots in either Lake Aero or Lake Aero Replat, the grantees, his heirs, personal representatives, administrators, successors, assigns and grantees agree that all of said uses shall continue throughout final development of the subdivisions and eventual transition to residential uses in accordance with this declaration.

Binding Effect of Covenants

Invalidation of any covenant by judgment or order of Court shall not affect any other provisions hereof.

Rules and Regulations For Use Of  
Lake Aero and Lake Aero Replat

Each owner of a lot in Lake Aero and Lake Aero Replat, his successors, personal representatives, grantees and assigns shall by accepting a deed to said lot be bound by the following rules and regulations for use of the lake. Said rules and regulations are adopted for the safety of the owners and their guests and in event of violation, and in the interests of the safety of all concerned, the undersigned reserve the right in their sole discretion to temporarily or permanently suspend use of the lake by such persons, which suspension may, if violated, be enforced by injunction or, as the case may be, an action at law for damages.

1. Only an owner, the members of his immediate family and their guests, while an owner or adult member of his family is present, shall be permitted to use the lake for any purpose.

2. Boating, fishing, swimming, water skiing and other water sports shall be permitted only in accordance with written rules and regulations from time to time promulgated and distributed to the owners by the undersigned.

3. Each owner shall be permitted to maintain no more than two motor driven boats, one sailboat and one rowboat with one dock large enough to accommodate all such boats, all docks subject to the undersigned's approval. Only one of said boats may be in use on the lake by any person at any given time. No airboats shall be permitted. Fuel tanks shall not be visible and no boat or trailer shall be stored or kept or maintained on the exterior of the premises out of the water.

4. Fishing shall be permitted only in accordance with Nebraska fishing laws in effect from time to time.

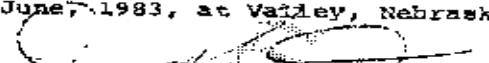
5. No motor boats shall be operated before sunrise or after sunset and all activities on the lake shall be conducted with due regard for the safety of those using the lake and consideration of the rights and comforts of others. Enforcement

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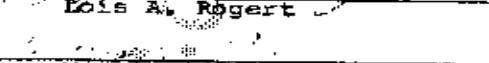
of these Rules and Regulations shall be reserved to the undersigned or their nominees.

6. Each owner shall from time to time as and when requested provide the undersigned with satisfactory proof of liability insurance coverage insuring their activities in the subdivision, including the use of the lake, with basic limit of not less than \$1,000,000.00.

EXECUTED this 13 day of June, 1983, at Valentine, Nebraska.

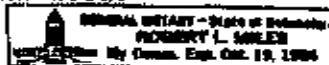
  
Don Rogert

  
Lois A. Rogert

  
Mary H. Wilson

STATE OF NEBRASKA) ss  
COUNTY OF DOUGLAS) ss

On this 15<sup>th</sup> day of June, 1983, before me, a Notary Public, personally appeared DON ROGERT and LOIS A. ROGERT, Husband and Wife, and they each acknowledged execution of the above and foregoing Declaration to be their voluntary act and deed.

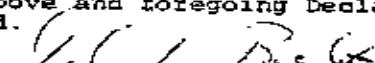


  
Robert L. Miles  
Notary Public

STATE OF NEBRASKA) ss  
COUNTY OF DOUGLAS) ss

On this 15<sup>th</sup> day of June, 1983, before me, a Notary Public, personally appeared MARY H. WILSON, a widow, and she acknowledged execution of the above and foregoing Declaration to be her voluntary act and deed.



  
Robert L. Miles  
Notary Public

