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DECLARATION OF USAGE AND EASEMENT RIGHTS

THIS DECLARATION, is made and entered into this 6th day of August, 1990, by Curtis Acres Association, a Nebraska Nonprofit Corporation (hereinafter "Association"), Curtis Acres, Inc., a Nebraska Corporation (hereinafter "Curtis Acres"), Richard J. Slabaugh and Barbara C. Slabaugh, husband and wife, (hereinafter "Slabaughs"), J. Paul Roach and Janis R. Roach, husband and wife, (hereinafter "Roaches"), and Don H. Lawver and Noma N. Lawver, husband and wife (hereinafter "Lawvers").

WITNESSETH:

WHEREAS, Lawvers are the owners in fee simple of the property described on Exhibit "A" attached hereto (hereinafter "Lawver Property"), and

WHEREAS, Slabaughs are the fee simple owners of the property on the attached Exhibit "B" (hereinafter "Lot 15"), and

WHEREAS, Curtis Acres and Roaches are the Owners in fee simple of the property described on the attached Exhibit "C" (hereinafter "Lots 16 and 17") with Curtis Acres being the Owner of said Lot 16 and Roaches being the Owners of said Lot 17, and

WHEREAS, Association has an easement over the Lake situated on the property described in the Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter "Covenants") dated July 17, 1989, and filed in the Office of the Register of Deeds of Douglas County, Nebraska, at Miscellaneous Book 895 Page 106, (hereinafter "Lake Easement"), and

WHEREAS, subject to the terms and conditions hereof, the Association is willing to permit the Lawvers to utilize the Lake Easement for all purposes set forth in the said Covenants, and Slabaughs, Roaches and Curtis Acres are willing to grant an easement for access to the Lake over the Property owned by them.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions hereof, the Association hereby grants to the Lawvers the right to utilize the said Lake easement held by the Association for all purposes set forth in the Covenants.

2. Curtis Acres, Roaches and Slabaughs hereby grant to the Lawvers temporary non-exclusive easement for pedestrian and vehicular access to the Lake ~~and~~ to construct a dock over and upon that portion of Lots 16, 16 ~~and~~ 17 described as follows:

Miss D
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AUG 21 3 09 PM '90
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 935 N 17-15101CP C/O FEB 31 00
FO N 92/121 DEL 12 MO
OF Miss COMP 17-15101 FID DW-22050
07-60000

Commencing at the Southwest Corner of Lot 1, Lawver's Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, thence South $0^{\circ} 49' 34''$ East a distance of Eighty (80) feet, thence East along a line parallel to the South lot line of said Lot 1 a distance of Two Hundred Fifty (250) feet, thence North $00^{\circ} 49' 34''$ West a distance of Eighty (80) feet to the Southeast corner of said Lot 1, thence West along the South lot line of said Lot 1, Two Hundred Fifty (250) feet to the point of beginning.

3. The right to use the Association's Lake easement and the easements granted herein is subject to and conditioned upon compliance with the following conditions:

- a. Any boat motor or combination of motors on any boat used on the Lake shall not exceed a total maximum of 10 horsepower based on the manufacturers' rating. For pontoon boats 16 feet or longer, a maximum of 20 horsepower is permissible. The Lake shall be used for swimming, boating, and fishing only; water skiing or "jet skiing" will not be allowed at the Lake at any time.
- b. All boats must conform to the Nebraska laws and regulations as to operation, conduct of operator, and equipment.
- c. No swimming or boating on the Lake will be allowed between the hours of 11:00 p.m. and 6:00 a.m.
- d. No guest shall be allowed the use of the Lake without the homeowner, immediate family, or overnight house guests being present.
- e. Docks, diving boards, and other recreational facilities may be constructed in the Lake adjoining to the easement granted in paragraph 2 above, but will be attached to and will extend no more than 24 feet from shoreline. The Association must approve the design and installation of all such facilities in writing prior to installation. No other facilities or improvements other than those specified in this paragraph shall be built in the Lake.
- f. Compliance with all other covenants, conditions, restrictions, rules and regulations as are promulgated from time to time regarding said Lake and its use.

In the event any of these conditions is violated, the Association may prohibit use of the Lake by Lawvers until such time as the the violation ceases and the Association is reasonably satisfied that the violation will not continue.

4. The Association shall have the right from time to time, but not more frequently than monthly, to assess the Lawvers, in an amount determined by the Association, to reimburse the Association for costs it incurs in stocking the lake with fish. Such assessments will constitute a lien against the Property in favor of the Association until abated or paid. Such lien may be enforced by foreclosure upon the Property in like manner as a mortgage on real property is foreclosed under the laws of the State of Nebraska. In addition, if any such assessments are not paid when due, the Association may prohibit use of the Lake by the Lawvers until such time as said Assessment is paid.

5. All rights to utilize the Lake Easement as set forth in Paragraph 1 hereof, and the temporary easement granted in Paragraph 2 hereof, shall automatically terminate upon any conveyance or transfer by Lawvers, or either of them, of any right, title or interest in the Lawver Property, or any portion thereof, whether such conveyance or transfer is voluntary, involuntary or by operation of law, it being the intention of the parties hereto that the right to utilize the Lake Easement and the temporary easement shall belong only to Lawvers and not to any transferees, personal representatives, successors or assigns of either of the Lawvers. Notwithstanding the foregoing, if such transfer of title is due solely to the survivorship of either of the Lawvers under a joint temporary ownership, then such right of utilization and temporary easement shall not terminate so long as the survivor (being either Don H. Lawver or Noma N. Lawver) is the sole titleholder thereto. In the event, however, that the Lawver Property is conveyed to Curtis Acres by the Lawvers or either one of the Lawvers who is the survivor them, the rights of utilization set forth in Paragraph 1 hereof, and the easement set forth in Paragraph 2 hereof shall not terminate but shall become permanent upon such conveyance, and in such event shall run with the land and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

6. The parties agree that the Lawvers may terminate such rights under this Declaration at any time. If Lawvers terminate their rights, then Lawvers shall not have any liability for any assessments made by the Association under Paragraph 4 for any costs incurred by the Association after the date of the termination. Lawver shall retain liability, however, for any such costs incurred prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration the day and date first above written.

Curtis Acres Association

By: Richard H. Sabary
Its: President

Curtis Acres, Inc.

By: James C. Spreng
Its President

Richard J. Slabaugh
Richard J. Slabaugh

Barbara C. Slabaugh
Barbara C. Slabaugh

J. Paul Roach
J. Paul Roach

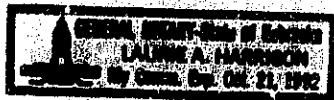
Janice R. Roach
Janice R. Roach

Don H. Lawver
Don H. Lawver

Noma N. Lawver
Noma N. Lawver

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
this 5th day of August, 1996, by Richard J. Slabaugh
Slabaugh its President of Curtis
Acres Association, a Nebraska nonprofit corporation, on behalf of
the corporation.



James A. Harrison
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 935 PAGE 472

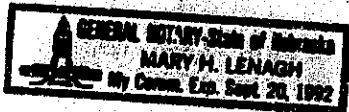
The foregoing instrument was acknowledged before me
this 1st day of August, 1990, by Larry C.
Larver its President of Curtis
Acres, Inc., a Nebraska corporation, on behalf of the
corporation.



Laurie A. Harrison
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 3 day of August, 1990, by Don H. Lawver
and Norma N. Lawver, husband and wife.



Mary H. Lenagh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

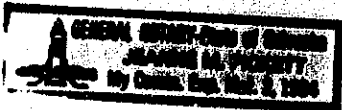
The foregoing instrument was acknowledged before me
this 1st day of August, 1990, by Richard J.
Slabaugh and Barbara C. Slabaugh, husband and wife.



Laurie A. Harrison
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 6th day of August, 1990 by J. Paul Roach and
Janice R. Roach, husband and wife.



Jeanne M. Bickitt
Notary Public

PARC 1601 5005 16

Exhibit "A"

BOOK 935 PAGE 473

FB OW STATUS 2 CLASS R
 EXEMPT 0 EXEMPT TYPE
 PROP HOUSE HALF DIR ----- STREET NAME ----- TAX DISTRICT 3317 SID
 ADDRESS 25939 BLONDO ST TYPE SUFFIX APT AREA ZIP CODE
 ----- OWNER INFORMATION -----
 NAME DON H. LAWVER ETAL
 + RTE 1 BOX 92
 ADDR DATE OF LAST CHANGE 04-07-1988
 CITY WATERLOO DEED BOOK PAGE
 ST NE ZIP 68069 HOMESTEAD DELETE YES
 CURRENT VALUE NON NUMERIC ZIP CODE
 YEAR --- DATE --- LAND --- IMPR --- TOTAL --- PAR RSN NUMBER TY CD PCT VALUE
 1988 04-07-1988 4000 34600 38600 S/C A 1 00 35000
 ADDITION NO. 22050
 LAWYERS SUBDIVISION
 ----- LEGAL DESCRIPTION -----
 1 250 X 386.50
 LOT 1 HALF BLOCK 0 HALF
 SECT TOWN RANGE
 ----- LEGAL DESCRIPTION -----
 2

PARC 3939 0024 01

Exhibit "B"

FB OW STATUS 2 CLASS R
 EXEMPT 0 EXEMPT TYPE
 PROP HOUSE HALF DIR ----- STREET NAME ----- TAX DISTRICT 3317 SID
 ADDRESS 25939 BLONDO ST TYPE SUFFIX APT AREA ZIP CODE
 ----- OWNER INFORMATION -----
 NAME RICHARD J. SLABAUGH ETAL
 + 355 S 118 PLAZA
 ADDR DATE OF LAST CHANGE 01-30-1989
 CITY OMAHA DEED BOOK 1841 PAGE 129
 ST NE ZIP 68154 HOMESTEAD DELETE
 CURRENT VALUE NON NUMERIC ZIP CODE
 YEAR --- DATE --- LAND --- IMPR --- TOTAL --- PAR RSN NUMBER TY CD PCT VALUE
 1990 03-15-1990 17900 53300 71200 BP 3994
 ADDITION NO. 40000
 LANDS
 ----- LEGAL DESCRIPTION -----
 1 E 20 W 520 S 423.55 N 456.55 FT &
 3 N 2556.55 FT & IRREG S 371.47
 S W 1/2 11.75 AC
 LOT 17 HALF BLOCK 10 HALF
 SECT TOWN RANGE
 ----- LEGAL DESCRIPTION -----
 2 S 20 N 456.55 W 500 & W 20 S 2100
 4 N 2928.02 W 1133.55 FT N 3/4 E 1/2
 4

PARC 3939 0024 01

Exhibit "C"

FB OW STATUS 2 CLASS R
 EXEMPT 0 EXEMPT TYPE
 PROP HOUSE HALF DIR ----- STREET NAME ----- TAX DISTRICT 3317 SID
 ADDRESS 25909 BLONDO ST TYPE SUFFIX APT AREA ZIP CODE
 ----- OWNER INFORMATION -----
 NAME J. PAUL ROACH ETAL
 + 2016 S 84 AVE
 ADDR DATE OF LAST CHANGE 01-19-1990
 CITY OMAHA DEED BOOK 1846 PAGE 88
 ST NE ZIP 68124 HOMESTEAD DELETE
 CURRENT VALUE NON NUMERIC ZIP CODE
 YEAR --- DATE --- LAND --- IMPR --- TOTAL --- PAR RSN NUMBER TY CD PCT VALUE
 1989 10-25-1989 14000 0 14000 S/C
 ADDITION NO. 40000
 LANDS
 ----- LEGAL DESCRIPTION -----
 1 PARCEL 17 IN E 1/2 NW 1/4
 LOT 17 HALF BLOCK 10 HALF
 SECT TOWN RANGE
 ----- LEGAL DESCRIPTION -----
 2 10.15 AC

PARC 0909 3022 01

Exhibit "D"

FB OW STATUS 2 CLASS R
 EXEMPT 0 EXEMPT TYPE
 PROP HOUSE HALF DIR ----- STREET NAME ----- TAX DISTRICT 3317 SID
 ADDRESS 25929 BLONDO ST TYPE SUFFIX APT AREA ZIP CODE
 ----- OWNER INFORMATION -----
 NAME CURTIS ACRES INC
 + C/O R J. SLABAUGH
 ADDR DATE OF LAST CHANGE 10-26-1989
 CITY OMAHA DEED BOOK PAGE
 ST NE ZIP 68154 HOMESTEAD DELETE
 CURRENT VALUE NON NUMERIC ZIP CODE
 YEAR --- DATE --- LAND --- IMPR --- TOTAL --- PAR RSN NUMBER TY CD PCT VALUE
 1989 10-25-1989 14500 0 14500 S/C
 ADDITION NO. 40000
 LANDS
 ----- LEGAL DESCRIPTION -----
 1 PARCEL 14 IN E 1/2 NW 1/4
 LOT 17 HALF BLOCK 10 HALF
 SECT TOWN RANGE
 ----- LEGAL DESCRIPTION -----
 2 10.51 AC