

Return: Volen, Jessen P.C.
1115 S. 103rd St, #200
Omaha, NE 68124
310-9500

1300

**AMENDMENT AND RESTATEMENT
OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR
LAKE AERO REPLAT II AND
RULES AND REGULATIONS GOVERNING USE OF LAKE AERO**

THIS INSTRUMENT IS MADE and entered into on the 15th day of February, 1993, by the owners of at least a majority of the properties described on Exhibit "A" attached hereto.

W I T N E S S E T H :

WHEREAS, on or about June 15, 1983, Don Rogert, Lois A. Rogert and Mary H. Wilson executed a certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Lake Aero and Lake Aero Replat and Rules and Regulations Governing Use of Lake Aero binding and governing the lots described therein and the owners of said lots, which Declaration was duly recorded on June 26, 1987, in Book 819 at Page 20 of the Miscellaneous Records of Douglas County, Nebraska (the "Original Declaration");

WHEREAS, on or about August 8, 1991, the owners of all of the lots described in the Original Declaration and certain other lands executed a certain Amendment to the Original Declaration, which Amendment was recorded on September 13, 1991, in Book 978 at Page 350 of the Miscellaneous Records of Douglas County, Nebraska (the Original Declaration and the aforesaid Amendment thereto collectively the "Current Declaration");

WHEREAS, under the terms of the Current Declaration, Don Rogert and Lois A. Rogert (the "Rogerts") reserved unto themselves, their heirs, successors and personal representatives certain rights, powers, options and privileges;

WHEREAS, the Rogerts have transferred and assigned unto WLG Enterprises, Inc., a Nebraska corporation ("WLG") all rights, powers, options and privileges reserved unto themselves under the Current Declaration;

WHEREAS, Lake Aero and Lake Aero Replat have or are in the process of being replatted into Lake Aero Replat II, a copy of such replat being attached hereto as Exhibit "B";

WHEREAS, WLG, as successor to the Rogerts and as an owner of the majority of the properties described on Exhibit "A" attached hereto and the other owners of lots described on Exhibit "A" which are executing this instrument now desire to amend and restate the Current Declaration as hereinafter set forth.

NOW, THEREFORE, the undersigned hereby amend and restate the Current Declaration in its entirety as follows:

ARTICLE I

Definitions

1.1 "Association" shall mean and refer to Lake Aero Property Owner's Association, a Nebraska nonprofit corporation, its successors and assigns which may be formed by WLG pursuant to the terms hereof.

1.2 "WLG" shall mean and refer to WLG Enterprises, Inc., its successors and assigns, as successor to the Rogerts.

1.3 "Owner" shall mean and refer to any party who currently is or hereafter becomes an owner of any parcel of land which is part of the Lake Aero Development.

1.4 "Lake Aero Development" shall mean and refer to the platted land described on Exhibit "A" attached hereto and such additions hereto as hereinafter may be brought within the jurisdiction of this instrument.

1.5 "Lot" shall mean and refer to any of Lots 1 through 37 Lake Aero Replat II, a subdivision in Douglas County, Nebraska.

ARTICLE II

Protective Covenants, Conditions,
Restrictions, Reservations and Easements

2.1 The covenants, conditions, restrictions, reservations and easements contained herein (the "Covenants") shall run with the land in the Lake Aero Development and shall be binding on the Owners and on all persons claiming under them until the first day of January, 2000, unless at any time the Covenants are waived, changed or amended in writing by the Owner or Owners of the majority of the Lots. After the first day of January, 2000, the Covenants shall be automatically extended for successive periods of ten years unless by vote of the then Owners of the majority of the Lots it is agreed to waive, change, or amend the Covenants in whole or in part. In connection with any waiver, change or amendment of the Covenants at any time, the Owner of each Lot shall be entitled to one vote.

2.2 By accepting a deed to any of the lots in the Lake Aero Development, 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 the Association (if later formed by WLG) pay the dues therefor, and subject his property to the lien of any assessments levied by the Association.

2.3 If any grantee, or his heirs, personal representatives, administrators, successors, assigns, or grantees violate or attempt to violate any Covenant, any 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 the Association (if later formed by WLG) and pay the dues and assessments levied by the Association.

ARTICLE III

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 described in this Article III. The Owners of Lots 38 through 41, Lake Aero Replat II may not construct any building on their lands without the prior written approval of the Owners of a majority of the Lots.

3.1 No building shall be erected on a Lot other than one single family detached dwelling. Detached outbuildings such as gazebos and storage sheds may be erected only upon written approval of the Owners of a majority of the Lots. No more than thirty-seven (37) of such dwellings at a rate of not more than one (1) dwelling per Lot may be constructed at the Lake Aero Development without prior written approval of a majority of the Owners of the Lots.

3.2 No dwelling shall be of flat roof design.

3.3 All dwellings, swimming pools, docks or other improvements upon the Lots may be built only upon prior written approval of WLG 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 WLG or a building committee appointed or designated by WLG. Swimming pools must be indoors and covered. No outdoor swimming pools shall be allowed.

3.4 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.

3.5 No dwelling shall be more than one story in height.

3.6 Each dwelling shall have not less than twenty-five hundred square feet of inside floor area, exclusive of basement (if legally permissible), 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.

3.7 All buildings or appurtenances to be erected on any Lot shall comply with the requirements of the Douglas County zoning laws.

3.8 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 a concrete or asphalt sidewalk connecting the dwelling and the street and driveway. Notwithstanding the foregoing, an owner of a Lot may request WLG to grant a waiver of this provision for a highly decorative fence constructed with wrought iron and bricks. WLG shall have the authority to consider such a request and the power to grant such a waiver in its sole discretion.

3.9 All utility lines leading from lot line to dwelling shall be placed underground. No above ground storage tanks shall be allowed. The foregoing notwithstanding, the existing above ground storage tank on Lot 11 Lake Aero Replat II, or any comparable replacement thereof, shall be permitted.

3.10 No aerial towers shall be erected or maintained on any lot or improvement thereon. The foregoing notwithstanding, the existing antenna on Lot 11, Lake Aero Replat II, or any comparable replacement thereof, shall be permitted. Satellite dishes shall be permitted subject to approval of the location for same by WLG. No sign shall be placed or maintained on any Lot other than one two foot by three foot sign advertising the Lot for sale.

3.11 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 WLG.

3.12 Each Owner shall be responsible for maintaining and stabilizing the bank bordering the portion of his Lot adjacent to the lake. A continuance of existing seawall of the same type shall be at Owner's expense.

ARTICLE IV

Use Restrictions

The following use restrictions shall apply to each Lot:

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

4.2 No animals, poultry or fowl, except inside household domestic pets and no more than one dog (excluding pit bulls which shall be prohibited) and one cat shall be kept on any Lot and shall be confined to the premises thereon.

4.3 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.

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

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

4.6 After installation of streets, no Owner shall order, authorize, permit or cause their tearing up, cutting, or other destruction without prior written permission of WLG.

4.7 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.

4.8 Each Owner shall have the right of access to and use of 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.

4.9 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.

4.10 No motor powered vehicle, such as a mini-bike, all-terrain vehicle or similar recreational device or vehicle emitting excessive noise, shall be operated in the Lake Aero Development except in accordance with Rules and Regulations as may be adopted by WLG; except that using such device for dragging the beach area or similar usage will be permitted. Power mowers and other power equipment shall not be operated before 8:00 a.m. or after 7:00 p.m.

4.11 All Owners shall observe posted speed limits set by WLG when operating motor vehicles on the private roads servicing Lake Aero and Lake Aero Replat.

ARTICLE V

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 recorded plats for Lake Aero Replat and Lake Aero.

ARTICLE VI

Installation of Utilities

The predecessors of WLG have constructed a community well to provide a water supply for the Lake Aero Development. WLG shall install the necessary pipes to bring the water supply to the lot lines of each of the Lots. Each Owner shall pay the cost of connection to the water supply and shall be responsible for maintenance of the water line on his Lot. The water from the community well may be used for domestic uses only (i.e., human consumption and household uses). Each owner shall install his/her own well for all other needs including watering of lawns and trees. No sanitary or storm sewers will be installed in the Lake Aero Development. 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.

ARTICLE VII

Installation of Roads and Maintenance

WLG or its predecessor has or will construct private, all weather roads into the Lake Aero Development in separate phases, at its option, with Lots 11 through 26, Lake Aero Replat II, comprising the first phase, Lots 1 through 10, Lake Aero Replat II, comprising the second phase, and Lots 27 through 37, Lake Aero Replat II to be improved pursuant to this Declaration in accordance with a later schedule to be formulated at the sole option of WLG. The roads abutting each phase of Lake Aero Replat will be maintained by WLG 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 WLG in accordance with an equitable arrangement adopted by WLG, provided, however, that if an Association is later formed by WLG, 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 assessments from the Owners of the Lots as described in Article VIII below.

ARTICLE VIII

Formation and Operation of the Association

8.1 WLG shall have the right to form the Association at any time by executing and filing Articles of Incorporation according to the laws of the State of Nebraska. WLG shall have the further authority to adopt initial Bylaws for the Association.

8.2 The purpose of the Association shall be to provide for an efficient preservation of the values and amenities in the Lake Aero Development, the maintenance and administration of the Lake

Aero Development, enforcement of the Covenants and collecting and disbursing assessments and charges as hereinafter described. Upon formation of the Association, the Association shall become responsible for and shall exercise all rights, powers, options and privileges of WLG hereunder and WLG shall be relieved of all further responsibility for same. Notwithstanding the foregoing, WLG shall retain the rights granted under Article IX hereof after formation of the Association.

8.3 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of land in the Lake Aero Development. Each Owner of a Lot shall have one vote to be exercised as among any joint Owners as they may determine, but in no event shall more than one vote be cast with respect to any Lot. The Owners of Lots 38 through 41, Lake Aero Replat II shall be nonvoting members. The voting members shall elect a Board of Directors of the Association consisting of no fewer than three and no more than five directors, all of whom shall be an Owner of a Lot.

8.4 From and after its formation, Association shall have the following additional rights and powers:

(a) The right to impose assessments on the members for purposes of maintaining and improving the roads, community well and water system and lake area of the Lake Aero Development;

(b) The right to adopt new rules and regulations and amend the rules and regulations set forth in Article XI hereof regarding use of the lake by the members and their guests, and to prescribe penalties for violations thereof;

(c) The right to suspend the voting rights and rights to use of the recreational facilities of the Lake Aero Development by any member for any period during which an assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations for use of the lake; and

(d) The right, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the roads and lake.

8.5 Each Owner of a Lot shall be responsible to pay the Association assessments for such purposes and such amounts as may be determined in accordance with the terms of this Section 8.5. The assessments, together with interest, court costs and reasonable attorneys fees incurred in a collection thereof, shall be a charge on the Lot of each Owner and shall be a continuing lien upon such Lot. Each such assessment, together with interest, court costs and reasonable attorneys fees shall also be the personal obligation of the Owner of the Lot at the time the

assessment fell due. The personal obligation for delinquent assessments shall not pass to successive Owners unless expressly assumed by said successive Owners.

The Association shall be empowered to impose the following classes of assessments for the purposes, in the amounts, and subject to the terms and conditions as hereinafter established:

(i) Basic Annual Assessment. The Board of Directors may annually impose a basic assessment against each of the Lots. This assessment shall be of uniform amount as to all Lots. The Board of Directors shall fix the amount of this assessment against each Lot at least thirty (30) days in advance of each annual assessment period which shall begin on March 1 of each year. Written notice of said assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The funds acquired by the Association from the basic annual assessment shall be devoted to annual operating expenses of maintaining the Association, payment of taxes, insurance and routine maintenance on the lake, community well, water system and roads, and employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors.

(ii) Special Assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements for the community well and water system, the roads and the lake, provided that any such assessment shall have the assent of Owners owning two-thirds (2/3) of the Lots. Special assessments for capital improvements shall be fixed at a uniform rate for all Lots.

Any assessment not paid within thirty (30) days after the due date shall be deemed a default assessment and shall bear interest from the date due until paid at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's interest in the Lot when, in its discretion, it deems such action appropriate. No Owners may waive or otherwise escape liability for the assessments provided for herein by non-use of the lake or the streets or abandonment of his Lot.

8.6 Written notice of any meeting called for the purpose of taking any action authorized under Section 8.5 above, shall be sent to all Owners of the Lots not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

entitled to cast at least fifty percent (50%) of the votes of all the Owners of Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.7 The lake, streets and unplatted lands within the Lake Aero Development shall be exempt from the assessments established herein.

ARTICLE IX

Reservation of Right of First Refusal

WLG shall have the right and option to repurchase any Lot and any improvements placed thereon 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 WLG in writing of and provides WLG 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.

ARTICLE X

Binding Effect of Covenants

Invalidation of any covenant by judgment or order of Court shall not affect any other provisions hereof. All land within the Lake Aero Development is included within and bound by the Covenants, regardless of whether any or all of such land has been platted into Lots or whether all or any portion of Lake Aero Plat and the Lake Aero Replat has been vacated.

This Amendment and Restatement is intended to supersede, amend and restate the Current Declaration. Notwithstanding the foregoing, in the event that any Owner or other party having any interest in any land within the Lake Aero Development does not execute this Amendment and successfully challenges the enforceability of the same, the terms of the Current Declaration shall remain binding and enforceable against said Owner or other party claiming an interest in the land in the Lake Aero Development.

ARTICLE XI

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

Each Owner, his successors, personal representatives, grantees and assigns shall by accepting a deed to a 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 WLG.

3. Each Owner shall be permitted to maintain no more than two motor driven boats, two jet skis or similar devices, one sailboat and one rowboat with one dock large enough to accommodate all such boats; all docks subject to WLG's approval. 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, provided, only barbless hooks may be used.

5. No motor boats shall be operated before sunrise or after sunset at a speed in excess of 5 miles per hour 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 of the Rules and Regulations in this Article XI shall be reserved to WLG.

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

ARTICLE XII

Conditions to this Declaration

This Amendment and Restatement may be executed by some or all of the undersigned Owners prior to final approval of the plat of Lake Aero Replat II as shown on Exhibit "B" attached hereto (the "Replat") by the Douglas County Board of Commissioners and the recording of such plat in the office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding the fact that some Owners may execute this Amendment and Restatement prior to approval and recording of the plat, this Amendment and Restatement shall not be binding or enforceable on any of the Owners unless and until the Replat is approved by the Douglas County Board of Commissioners and is recorded in the Office of the Register of Deeds of Douglas County, Nebraska. In the event that the Replat is not approved and recorded in the office of the Register of Deeds of Douglas County on or before December 31, 1993, this Amendment and Restatement shall be null and void and the Current Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the undersigned, as Owners of the real estate set opposite their respective names, have executed and acknowledged this Amendment.

Lots 1-5, 7-10, 15-17, 23-39,
41 Lake Aero Replat II

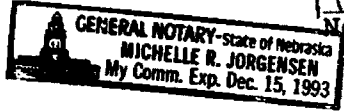
WLG ENTERPRISES, INC.,
a Nebraska corporation

By: J. Hancock
Its: Pres.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 12 day of February,
1993, by W. L. Greenwood, President of
WLG ENTERPRISES, INC., a Nebraska corporation, for and on behalf
of said corporation.

Michelle R. Jorgensen
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

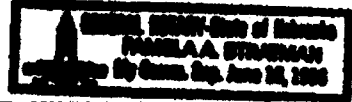
Lots 6, 11 and 40 Lake
Aero Replat II

Donald W. Rogert
DONALD W. ROGERT

Lois A. Rogert
LOIS A. ROGERT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

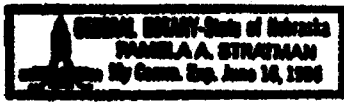
Acknowledged before me this 10th day of
February, 1993, by DONALD W. ROGERT.



Pamela A. Stratman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 10th day of
February, 1993, by LOIS A. ROGERT.



Pamela A. Stratman
Notary Public

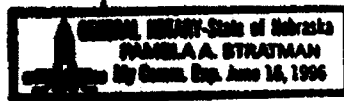
Lots 12 Lake Aero Replat II

William Green
WILLIAM GREEN

Delores Green
DELORES GREEN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

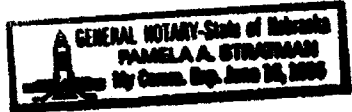
Acknowledged before me this 10th day of
February, 1993, by WILLIAM GREEN.



Pamela A. Stratman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 10th day of
February, 1993, by DELORES GREEN.



Pamela A. Stratman
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

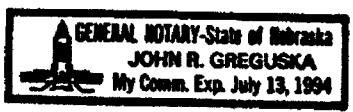
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Lot 13, Lake Aero Replat II

Howard J. Friedman
HOWARD J. FRIEDMAN
Sandra B. Friedman
SANDRA B. FRIEDMAN

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

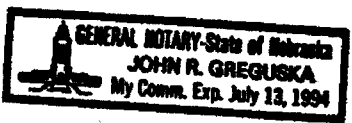
Acknowledged before me this 1st day of MARCH, 1993, by HOWARD J. FRIEDMAN.



John R. Greguska
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before me this 1st day of MARCH, 1993, by SANDRA B. FRIEDMAN.



John R. Greguska
Notary Public

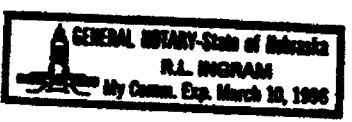
Lot 14, Lake Aero Replat II

FLINN PAVING CO., INC.,
a Nebraska corporation

By: Math L. Flinn
Its: (President)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before me this 12TH day of FEBRUARY, 1993, by Math L. Flinn, President of FLINN PAVING CO., INC., a Nebraska corporation, for and on behalf of said corporation.



R.L. Ingram
Notary Public

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

Lot 18, Lake Aero Replat II

[Signature]
DAVID OWEN JANKE

[Signature]
CHRISTINE JANKE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

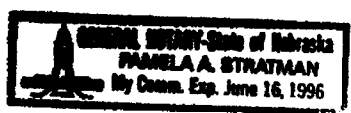
Acknowledged before me this 11th day of February, 1993, by DAVID OWEN JANKE.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 11th day of February, 1993, by CHRISTINE JANKE.



[Signature]
Notary Public

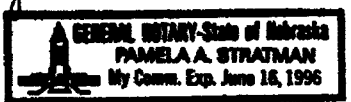
Lots 19 and 20,
Lake Aero Replat II

[Signature]
BERNIECE E. GREWCOCK, Trustee

[Signature]
WILLIAM L. GREWCOCK

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

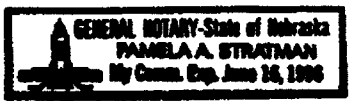
Acknowledged before me this 11th day of February, 1993, by BERNIECE E. GREWCOCK, Trustee.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 11th day of February, 1993, by WILLIAM L. GREWCOCK.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

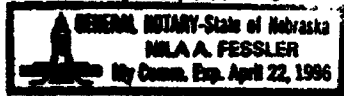
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Lots 21 and 22,
Lake Aero Replat II

Richard Harvey
RICHARD HARVEY

Judith G. Harvey
JUDITH G. HARVEY

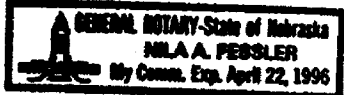
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



Acknowledged before me this 15th day of February, 1993, by RICHARD HARVEY.

M. A. Fessler
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



Acknowledged before me this 15th day of February, 1993, by Judith G. HARVEY.

M. A. Fessler
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Holder of a security interest in Lots 6, 11 and 40, Lake Aero Replat II

William L. Grewcock
William L. Grewcock,
Beneficiary

Michael M. Hupp
Michael M. Hupp, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 11th day of February, 1993, by William L. Grewcock, as Beneficiary.



Pamela A. Stratman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 12 day of February, 1993, by Michael M. Hupp, as Trustee.



Michelle R. Jorgensen
Notary Public

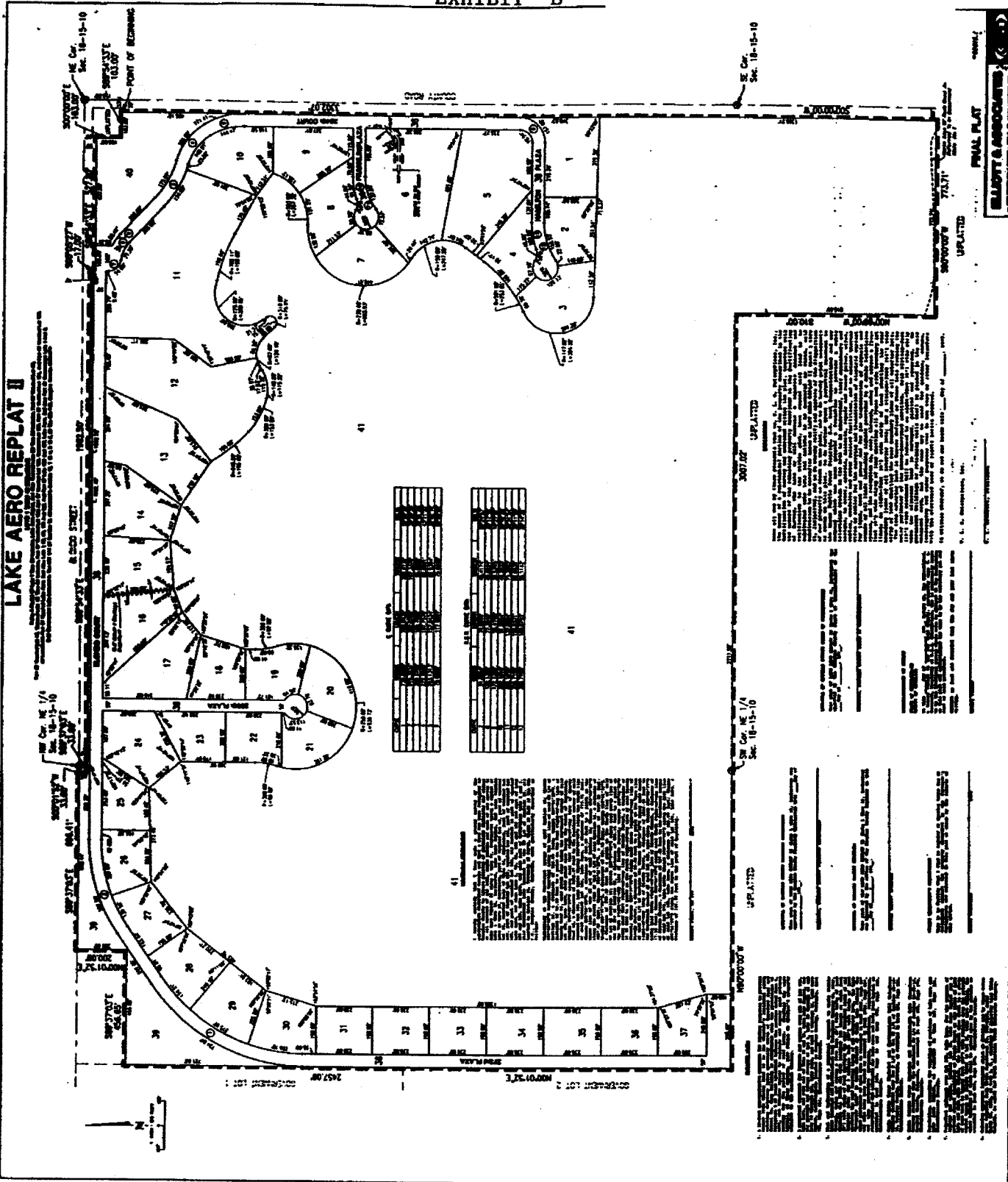
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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EXHIBIT "A"

Lots 1 through 41, Lake Aero Replat II, a subdivision located in Section 18, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska.

LAKE AERO REPLAT II



SECTION 41

SECTION 42

SECTION 43

SECTION 44

SECTION 45

SECTION 46

SECTION 47

SECTION 48

SECTION 49

SECTION 50

SECTION 51

SECTION 52

SECTION 53

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SECTION 99

SECTION 100

FINAL PLAT

BLADY & ASSOCIATES

**ADDENDUM TO AMENDMENT AND RESTATEMENT
OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR LAKE AERO REPLAT II AND THE
RULES AND REGULATIONS GOVERNING THE USE OF LAKE AERO**

WHEREAS, the undersigned has agreed to purchase Lot 15, Lake Aero Replat, which lot will be known as Lot 15, Lake Aero Replat II upon the replatting of Lake Aero and Lake Aero Replat ("Lot 15") from WLG Enterprises, Inc. ("WLG");

WHEREAS, as a condition to selling Lot 15 to the undersigned, WLG has required that the undersigned acknowledge the existence of and agree to the terms of that certain Amendment and Restatement of Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Lake Aero Replat II and the Rules and Regulations Governing the Use of Lake Aero to which this Addendum is attached (the "New Declaration") pursuant to which that certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Lake Aero and Lake Aero Replat and the Rules and Regulations Governing the Use of Lake Aero dated on or about June 15, 1983 and recorded on June 26, 1987 in Book 819 at Page 20 of the Miscellaneous Records of Douglas County, Nebraska, as amended by Amendment dated on or about August 8, 1991 and recorded on September 13, 1991 in Book 978 at Page 350 of the Miscellaneous Records of Douglas County, Nebraska (the "Existing Declaration") is amended and superseded;

WHEREAS, in order to induce WLG to complete the sale of Lot 15 to the undersigned, the undersigned is willing to enter into this Addendum.

NOW, THEREFORE, in consideration of the above premises and in order to induce WLG to sell Lot 15 to the undersigned, the undersigned hereby agrees to the terms of the New Declaration to which this Addendum is attached and specifically acknowledges and agrees that the Existing Declaration has been released and discharged and replaced by the New Declaration.

The undersigned further consents to the recording of this Addendum as an attachment to the New Declaration.

**ADDENDUM TO AMENDMENT AND RESTATEMENT
OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR LAKE AERO REPLAT II AND THE
RULES AND REGULATIONS GOVERNING THE USE OF LAKE AERO**

WHEREAS, the undersigned has agreed to purchase Lot 16, Lake Aero Replat, which lot will be known as Lot 16, Lake Aero Replat II upon the replatting of Lake Aero and Lake Aero Replat ("Lot 16") from WLG Enterprises, Inc. ("WLG");

WHEREAS, as a condition to selling Lot 16 to the undersigned, WLG has required that the undersigned acknowledge the existence of and agree to the terms of that certain Amendment and Restatement of Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Lake Aero Replat II and the Rules and Regulations Governing the Use of Lake Aero to which this Addendum is attached (the "New Declaration") pursuant to which that certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Lake Aero and Lake Aero Replat and the Rules and Regulations Governing the Use of Lake Aero dated on or about June 15, 1983 and recorded on June 26, 1987 in Book 819 at Page 20 of the Miscellaneous Records of Douglas County, Nebraska, as amended by Amendment dated on or about August 8, 1991 and recorded on September 13, 1991 in Book 978 at Page 350 of the Miscellaneous Records of Douglas County, Nebraska (the "Existing Declaration") is amended and superseded;

WHEREAS, in order to induce WLG to complete the sale of Lot 16 to the undersigned, the undersigned is willing to enter into this Addendum.

NOW, THEREFORE, in consideration of the above premises and in order to induce WLG to sell Lot 16 to the undersigned, the undersigned hereby agrees to the terms of the New Declaration to which this Addendum is attached and specifically acknowledges and agrees that the Existing Declaration has been released and discharged and replaced by the New Declaration.

The undersigned further consents to the recording of this Addendum as an attachment to the New Declaration.

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IN WITNESS WHEREOF, the undersigned has executed this Addendum on the 15 day of July, 1993.

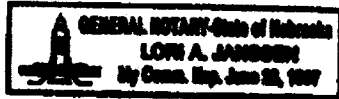
[Signature]
Gary H. Rittenhouse

[Signature]
Suzanne C. Rittenhouse

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Acknowledged before me this 15th day of July, 1993, by Gary H. Rittenhouse and Suzanne C. Rittenhouse.

[Signature]
Notary Public



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

UM 27747 1098 82-447 FB DW-21010
CASH _____ BK _____ R _____ FB _____
TYPE misc PG 72-93 C/O _____ COMP SP SCAN hc
FEE 130.50 OF misc LEGL PG _____ MC _____ FV _____

RECEIVED
SEP 30 1 58 PM '93
REGISTER OF DEEDS
DOUGLAS COUNTY, NE