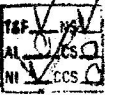


**Supplementary Declaration of  
Covenants, Conditions and Restrictions  
for  
Whitetail Lake First Subdivision**

Entered in Numerical Index and Filed for Record in the Register of Deeds Office of said County of Platte, State of Nebraska, this 22nd  
day of March A. D., 1983, at 4:43 o'clock P.M., Recorded in Book 73 of Misc.,  
Page 530, thereof. Fee \$ 18.75 *Dorrene Runneman* Register of Deeds  
Mail- Baker & Beck, Attys-at-Law, P. O. Box 1308, City  
Att: Raymond Baker



REGISTER OF DEEDS NOTE: SUPPLEMENTARY DECLARATION  
OF  
Also indexed in COVENANTS, CONDITIONS AND RESTRICTIONS  
Whitetail Lake First FOR  
Subdivision. WHITETAIL LAKE FIRST SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this 22nd day of March, 1983, by FOUR-N CORPORATION, a Nebraska corporation, hereinafter referred to as the "Developer".

RECITALS:

A. There has heretofore been recorded a declaration of covenants, conditions and restrictions for certain real property located in Platte County, Nebraska (the "Declaration") which Declaration was recorded in Book Misc 73 at Page 513 of the records of the Register of Deeds of Platte County, Nebraska.

B. Pursuant to Article II of the Declaration, the Developer shall have the right to bring within the scheme of said Declaration and make subject to the provisions thereof additional properties.

C. Developer desires to bring within the scheme of said Declaration and make subject to the provisions thereof property described in Exhibit 1 attached hereto and incorporated by reference herein.

NOW, THEREFORE, the Developer declares that the property described in Exhibit 1 attached hereto is and shall be held, transferred, sold, conveyed, leased and occupied subject to the protective covenants, conditions and restrictions set forth in the Declaration and in this supplementary declaration, all of which shall run with the land.

SECTION 1.

Applicability of the Declaration

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby supplemented as to the property described on Exhibit 1 which Exhibit is attached hereto and incorporated by reference herein, and such property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights set forth in the Declaration and hereinafter set forth, all of which shall run with the land.

## SECTION 2.

### Covenants, Conditions and Restrictions

#### A. Permitted Uses.

(1) No noxious or offensive activity shall be carried on at any lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners and the enjoyment of their Lots or the Common Properties.

(2) No manufacturing or commercial enterprise, or enterprise of any kind for a profit, shall be maintained upon, or in connection with any Lot, nor shall the same be used in any way for other than strictly residential purposes, nor used or occupied injuriously to effect the use, occupation or value of the adjoining or adjacent premises or the neighborhood where said premises are situated for residential purposes.

(3) In the event Developer, Whitetail Lake Association, any Sanitary Improvement District, or any other governmental entity shall install or cause to have installed sewer collection lines to a point proximate to the property line of each Lot or on the road adjacent thereto, connection by the Lot Owner to the facilities of the district shall be mandatory.

(4) Only a single family residential dwelling in conformity with these covenants shall be erected on any Lot and any other building, structure or tent is hereby prohibited unless otherwise allowed by these covenants; provided, however, that a multiple family dwelling may be erected on Lot 21. The governing board of Whitetail Lake Association may by rule prescribe boating restrictions applicable to multiple family residents which are different and more restrictive than for other residents.

(5) Each dwelling constructed on a lot shall contain a minimum of One Thousand Two Hundred Fifty (1,250) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures) and shall include therewith a garage capable of housing at least one conventional automobile. A maximum of two (2) buildings shall be permitted on each lot, one of which shall be utilized as a residence, with the other building serving as a garage, studio, greenhouse, utility building or combination thereof. The restrictions set forth in this Subsection (5) may be varied or waived by the Architectural Review Committee at its discretion, upon good cause shown. All driveways or access ways to any garage from the street must be paved. Gravel or asphalt driveways are prohibited.

(6) Only dwelling houses in conformity with these restrictive covenants shall be used as a residence whether temporarily or permanently and the use of any other building, structure or device as a residence for persons is hereby prohibited.

(7) No prefabricated residence shall be erected in said subdivision. The term "prefabricated" as used herein shall not apply to the use of structural members which have been precut off of the premises in the erection of a dwelling, nor shall the term "prefabricated" include an erection of custom built component homes which are otherwise in conformity with these covenants. Double wide portable residential units are prohibited. Modular homes are prohibited unless specifically approved by the Architectural Review Committee.

(8) A dwelling constructed in any location outside the property, shall not be moved to any Lot within the property.

(9) Boat docks, boat ramps or boat sheds shall be prohibited on the Common Properties and the waters thereof unless specifically authorized by the By-Laws or rules of the Whitetail Lake Association and approved by the Architectural Review Committee.

(10) All fences shall be prohibited on the premises unless specifically authorized and approved by the Architectural Review Committee.

(11) Only cased wells dug and installed to such depth and specifications as prescribed by the Architectural Review Committee shall be permitted on any lot.

#### B. Livestock and Pets.

(1) No wild or domestic animals or fowl shall be kept or maintained on any Lot provided that not more than three (3) generally recognized house or yard pets such as a dog or cat may be kept on a Lot if the same are not kept, breed or maintained for any commercial purpose. If an Owner chooses to keep house or yard pets, said Owner shall at all times have them under his or her control, whether within the Owner's Lot or in any other location within the property. Animals shall not be permitted to roam at will, and at the option of the Developer or the Whitetail Lake Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their Owner for their return. The Developer and the Association shall have the right to adopt further rules and regulations to enforce such provisions.

No horses shall be kept or otherwise maintained within the Lots.

IN WITNESS WHEREOF, FOUR-N CORPORATION, A Nebraska Corporation,  
by the act of its President, has executed this  
instrument the day and year first above written.

FOUR-N CORPORATION,  
a Nebraska corporation

BY: John J. Neater  
Its President

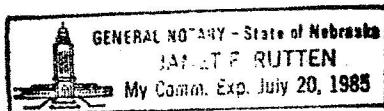
ATTEST:

Harriet A. Neater  
Secretary

STATE OF NEBRASKA     )  
                                      )     S  
COUNTY OF PLATTE     )

On this day, before me personally appeared John J. Neater and Harriet A. Neater to me personally known who acknowledged that they were the President and Secretary, respectively, of FOUR-N CORPORATION, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 22nd day of March, 1983.



Janet F. Rutten  
Notary Public

EXHIBIT "1"

A tract of land located in the N1/2 of Section 31, and in the S1/2 of Section 30, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Beginning at a point 50.00' north and 72.50' east of the NW corner of Section 31, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of the NW1/4 of said Sec. 31 to have a bearing of N 0°00' E; thence N 90°00' E, 287.70'; N 0°15'W, 1,357.44'; thence NE'ly on a 182.00' radius curve concave to the SE, 264.47'; thence S77°54'45" E, 971.53'; thence S12°5'15"W, 70.00'; thence S1°56'55"E, 144.31'; thence N 77°54'45"W, 60.00'; thence S 12°05'15" W, 122.82'; thence S'ly, W'ly, and N'ly on a 200.00' radius curve concave to the north-northeast, 808.72'; thence N 12°05'15"E, 122.82'; thence N 77°54'45" W, 501.63'; thence S50°55'08" W, 50.00'; thence S0°15'E, 488.14'; thence S66°53'46"W, 162.78'; thence S0°15' E, 810.00'; Thence N 90°00'W, 348.35' to a point on the east R.O.W. line of U.S. Hwy. No. 81; thence N 0°00'E on said east R.O.W. line of Highway No. 81, 50.00'; thence N 0°14'25" E on said east R.O.W. line of Highway No. 81, 50.00' to the point of beginning, containing 13.13 acres, more or less,

Save and except the following legally described real estate heretofore dedicated to the public:

A tract of land located in the SW1/4 of the SW1/4 of Section 30, and in the NW1/4 of the NW1/4 of Section 31, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Beginning at a point 50 feet north and 72.5 feet east of NW corner of said Section 31, and assuming the west line of the NW1/4 of said Section 31 to have a bearing of N 0°00' E; thence N 90°00' E, 287.70 feet; thence S 0°15' E, 100.0 feet; thence N 90°00' W, 288.30 feet, to a point on the E'ly right-of-way line of U.S. Hwy. No. 81; thence N'ly, 100.0 feet, on said E'ly Hwy., right-of-way line, to the point of beginning, containing 0.661 acres, more or less,

all containing 12.469 acres more or less.