

**Declaration of
Covenants, Conditions and Restrictions**

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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

RECITALS

A. Developer is the record owner of certain real property located in Platte County, Nebraska, (the "property") described more particularly on Exhibit 1 attached hereto, and made a part hereof and incorporated herein by reference, and desires to create thereon a lakeside residential community with permanent lakes, parks, ramps and other facilities for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all of the residents thereof.

B. Developer desires to insure the attractiveness of the individual lots and community facilities within the property, to prevent future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of the property, and to provide for the maintenance of said lakes, parks, ramps and other community facilities. In order to achieve this, the Developer is desirous of subjecting the property, together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in any supplements hereto, which and all of which are for the benefit of the property and each owner thereof.

C. As part of the development of the community contemplated hereby, the Developer intends that the lakes, parks, ramps and other facilities will be owned and maintained for the benefit of all of the residents of the property, and such areas and facilities are hereafter designated "common properties".

D. In order to preserve, protect and enhance the values and amenities in the property, and to insure the residents' enjoyment of the specific rights, privileges and easements in the common properties, the Developer has deemed it desirable to create an organization, and to designate such organization as the organization to which shall be delegated and assigned the powers of owning, maintaining and administering the common properties and also administering and enforcing the covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Developer shall cause to be incorporated under the laws of the State of Nebraska as a

nonprofit corporation, Whitetail Lake Association, for the purpose of exercising the aforesaid functions with respect to the common properties, as hereinafter described, and does designate the proper agents thereof to administer and enforce these covenants.

NOW, THEREFORE, the Developer declares that the property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights, (sometimes referred to as "covenants and restrictions"), hereinafter set forth and set forth in any supplements hereto, all of which shall run with the land.

ARTICLE I

Definitions

The following words when used in this Declaration or any supplementary declarations (unless the context shall prohibit or there shall be a specific statement to the contrary) shall have the following meanings:

(a) "The Property." The term "the Property" shall mean and refer to the property which is and shall be held, transferred, conveyed, leased and occupied subject to this Declaration, which is described more particularly on Exhibit 1 attached hereto and made a part hereof. The term "the Property" however, shall not only include the property described on Exhibit 1 hereto, but any other properties hereafter brought within the scheme of this Declaration which is subject to these covenants and restrictions as further provided in Article II hereof.

(b) "Common Properties" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned or in the possession of the Whitetail Lake Association.

(c) "Lot" shall refer to a platted lot on which there may be constructed only a detached dwelling unit.

(d) "Supplementary Declaration" shall mean any Declaration of covenants, conditions and restrictions which may be recorded by Developer, such right being herein retained by Developer, which: (1) Supplements the provisions of this Declaration as to the property or any portion thereof and which may contain additions, amendments and modifications to the Declaration, and (2) Subjects additional property to this Declaration in accordance with Article II hereof. The term "Declaration" whenever utilized herein shall include any supplementary declarations to the extent applicable.

(e) "Owner" shall mean and refer to the record owner,

whether one or more persons or entities, of the fee simple title to any lot, which is subject to these covenants and restrictions, but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property, "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or any applicable procedure in lieu of foreclosure.

(f) "Developer." The term "Developer" shall mean and refer to FOUR-N CORPORATION, a corporation, formed under the laws of the State of Nebraska, and which is the record owner of the property.

ARTICLE II

Additional Properties Which May Become Subject to This Declaration

Section 1. Additions to the Property. Additions may be made to the property in any of the following ways:

(a) The Developer shall have the right, but shall be under no obligation as hereinafter provided, to bring within the scheme of this Declaration and make subject to the provisions hereof additional properties. Such properties may contain common properties, or additions thereto, which shall be owned by the Whitetail Lake Association, and may be used for the purpose of erecting multiple family dwelling units and commercial enterprises which are consistent with the residential character of the community.

(b) The additions (or changes in the scheme of the property, as the case may be) authorized under this sub-section shall be made by filing of record supplementary declarations with respect to the additional properties, or with respect to the property, as the case may be, which shall extend the coverage of the covenants and restrictions of this Declaration to such properties, and thereby subject such additions to assessments for their just share of the Whitetail Lake Association expenses, and for the expenses of such other organizations as they may benefit from.

(c) Notwithstanding anything contained herein or in any supplementary declarations to the contrary, owners of the fee simple title to any lots or any additional properties hereafter added to this Declaration as aforesaid, shall also be members of Whitetail Lake Association and their property shall be subject to assessment for their just share of Whitetail Lake Association expenses. Furthermore, all additional properties added to and brought within the scheme of this Declaration will include their fair share of common properties and facilities and be at least of similar quality and character to those

established within the property, and all residents of all property covered hereby as hereinafter provided, and subject to the limitations hereinafter provided, shall have the right to use and enjoy the same.

(d) Upon approval in writing of the Whitetail Lake Association pursuant to a vote of its members as provided in it's By-Laws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Whitetail Lake Association may file of record a supplementary declaration of covenants, conditions and restrictions as described herein. The appropriate officers of the Whitetail Lake Association shall also execute such supplementary declaration evidencing that its members have approved the inclusion of such property.

(e) Although the right to include additional properties within the scope of these covenants and restrictions is reserved to the Developer, no commitment is herein made by the Developer that any additional properties will be so included.

ARTICLE III

Membership and Voting Rights in the Whitetail Lake Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any lot within the property shall automatically be a member of the Whitetail Lake Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Further, every person who is an occupant of any lot within the property shall automatically be a member of the Whitetail Lake Association. Any reference herein to occupancy of a lot shall mean occupancy of any dwelling unit constructed thereon.

Section 2. Voting Rights. The Whitetail Lake Association shall have two classes of voting membership:

Class A: Class A members shall be all of the owners as defined in Section 1 of this Article, with the exception of the Developer, and all of the occupants of lots. The Developer may, however, become a Class A member upon termination of its Class B membership as hereinafter provided. Class A members shall be entitled to: (a) One (1) vote for each lot owned; and (b) One (1) vote for each lot occupied. When more than one person holds an ownership interest or interests in any lot all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. Similarly, when more than one person occupies a lot, all such persons shall be members, and the vote provided for

herein shall be exercised as they among themselves determine. An owner of a vacant lot shall be entitled to two (2) votes until construction of a dwelling unit thereon is completed. Subsequent to such completion, the number of Class A votes held by such owner shall depend upon whether or not such owner is also the occupant thereof. A dwelling unit shall be deemed completed when a certificate of occupancy therefor has been issued by the applicable governmental authority of Columbus, Platte County, Nebraska. (If an owner shall also occupy a lot, said owner shall be entitled to two (2) votes. In no event shall more than two (2) votes be cast with respect to any lot.)

Class B: The Developer shall be the sole Class B member. The Class B member shall be entitled to one hundred (100) votes in the Whitetail Lake Association. In the event the Developer shall bring within the scheme of this Declaration additional properties and make such properties subject to the provisions of this Declaration, the Developer as the sole Class B member shall be entitled to two (2) additional votes in the Association for each such lot brought within the scheme of this Declaration and made subject thereto until such lot shall be conveyed by Developer. The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership; or

(b) On the 1st day of December, 1999; or

(c) At such time as the Developer voluntarily relinquishes its Class B membership rights. From and after the happening of any of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to two (2) votes for each lot in which it holds an ownership interest as required for membership under Section 1 hereof.

ARTICLE IV

Property Rights in the General Common Properties

Section 1. Members' Easements and Rights of Enjoyment. Subject to the provisions hereinafter set forth in this Article IV, every member of the Whitetail Lake Association shall have a right and easement of use and enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot within the property which is subject to these covenants and restrictions.

Section 2. Title to General Common Properties. The Developer may retain the legal title to any portion or all of the property to be conveyed to the Whitetail Lake Association and to be designated as common properties until such time as it has completed improvements thereon and until such time as in the opinion of the Developer the Whitetail Lake Association is able to maintain the same, but, notwithstanding the foregoing, the Developer hereby covenants that it shall convey the said property to the Whitetail Lake Association not later than the 1st day of December, 1991.

Section 3. Extent of Members Rights and Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Whitetail Lake Association, as provided in its By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations.

(b) The right of the Whitetail Lake Association or the Developer to dedicate or transfer all or any part of the common properties to any public agency, authority or utility company serving the property, for such purposes as subject to such conditions as may be agreed to by the members; provided, that no such dedication, determination as to the purposes or as to the conditions thereof, if made by the Association shall be effective unless approved by the assent of two-thirds of the total votes of all classes of members of those voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvas thereof which shall set forth the reasons for such proposed actions.

(c) The quorum required for any action authorized under subsection (b) appearing above shall be as follows:

A return at the first canvas of the ballots representing sixty percent (60%) of the total votes of all classes or members shall constitute a quorum. If the required quorum is not forthcoming at the first canvas, another canvas shall be taken subject to the notice requirements set forth in said subsection (b) and the required quorum and any said subsequent canvas shall be one-half of the required quorum at the preceding canvas provided that no such subsequent canvas shall be taken more than sixty (60) days following the preceding canvas.

(d) The right of the Whitetail Lake Association to grant such easements and rights of way to such utility companies or public agencies or authorities as it shall deem necessary for the proper service and maintenance of the property and said

Association shall be obligated to make such grant upon the request of the Developer from time to time.

(e) The right of the Developer and the Whitetail Lake Association to grant temporary easements for storage of construction materials, dirt, etc. to private owners of lots or to the Developer during the construction of improvements upon any areas within the property provided, that following the completion of such construction, such Owners and Developer, whoever shall have been granted such privilege, shall forthwith proceed to remove all materials and dirt from the common properties and restore the same to its condition existing before its use therefor, or to a condition acceptable to the Architectural Review Committee, all at the sole cost and expense of said lot owner or the Developer, as the case may be.

(f) The right of the Developer to impose reasonable covenants and restrictions in respect to such common properties in addition to those set forth herein, at the time of conveyance of such properties to the Whitetail Lake Association and such covenants and restrictions are hereby incorporated by reference and made a part of this Declaration.

(g) The right of the Developer and the Whitetail Lake Association to adjust or grant private access easements in addition to or in substitution for platted easement rights, if in the opinion of the Architectural Review Committee such adjustment or grant would be desirable.

(h) The right of the Developer and its successors, privies and assigns to conduct pumping, excavation, trucking, and other activities relating to the Whitetail Lake Development on or adjacent to the properties without abatement for vibrations, noises or other reasonably expected conditions arising from heavy construction.

Section 4. Extension of Rights and Benefits. Every member of the Whitetail Lake Association shall have the right, subject to rules and regulations promulgated by the Board of Directors, to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within the property and to such other persons as may be permitted by the Whitetail Lake Association.

ARTICLE V

Covenants for Maintenance and Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot within the property, other than Developer, by acceptance of a deed therefor, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a mortgage) shall be deemed to covenant and agree to pay to the Whitetail Lake Association, in

which it shall be a member, (1) annual assessments or charges; (2) special assessments for capital improvements or maintenance thereof; (3) special assessments in connection with an owners failure to perform the required exterior maintenance of his property, all as hereinafter described with more particularity; and (4) special assessments to provide for costs incurred by virtue of unforeseen emergencies, such as, but not limited to, unusual snow falls or heavy rains. The annual assessments or charges may, at the discretion of the Board of Directors of the Whitetail Lake Association include a reserve for future capital improvements to the common properties and for replacement of and repairs to the improvements located on the common properties. The annual assessments shall be levied on an annual basis, and a special assessment shall be levied from time to time when and as determined by the Board of Directors of the Whitetail Lake Association in accordance with its By-Laws. All the assessments described aforesaid together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, subject to foreclosure in accordance with applicable law, but any such lien shall be subordinate to any valid mortgages or deeds of trust affecting such property. Each such assessment, together with such interest thereon and costs of collection thereof shall also be the personal obligation of the person or persons who are the owners of such property at the time when the assessment falls due, and in the event that there is more than one owner thereof, then such obligations shall be joint and several. In no event shall the Developer be obligated to pay any annual or special assessments for any lot owned by Developer.

Section 2. Purpose of and Use of Annual Assessments or Charges. The annual assessments or charges levied under this Article as provided for in Section 1 above shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular, for the acquisition, improvements and maintenance of the Common Properties, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, for the providing of recreational facilities, whether or not located on the Common Properties, for the provision of services to the owners of lots and for such other needs of the Association and lot owners as may arise including a reasonable provision for contingencies and replacements.

Section 3. Special Assessment for Capital Improvements and Emergencies. In addition to the annual assessments described aforesaid, the Whitetail Lake 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 or reconstruction, an expected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and the

personal property related thereto, or for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement, including land rehabilitation and restoration, due to any emergencies.

Section 4. Capital Contribution for Improvements, Repairs or Replacements. In addition to the annual or special assessments described aforesaid, the Whitetail Lake Association may levy in any assessment year, either as part of the annual assessment or the special assessment, an assessment to be set aside as a reserve for future capital expenditures, including major repairs to or replacements of improvements located on the Common Property or for the future construction of improvements on the Common Property. Any funds so collected shall be designated by the Board of Directors of the Whitetail Lake Association as capital contributions to the Whitetail Lake Association by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

Section 5. Special Assessments for Exterior Maintenance. In the event that the owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Review Committee, the Whitetail Lake Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the same and the exterior of the buildings and any other improvements erected thereon to a state of proper care, good appearance, and proper repair. The cost of such exterior maintenance shall thereupon be added to and become part of the annual assessments to which such parcel is subject as aforesaid.

Section 6. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided herein shall commence on such date as is specified in the By-Laws of the Whitetail Lake Association or in any supplementary declaration hereto affecting a particular parcel of property brought within the scheme of this Declaration. Assessments shall be on a full calendar year basis. At least thirty (30) days in advance of each calendar year, the Board of Directors shall fix the amount of the annual assessment against each lot by estimating the net charges and expenses to be incurred by the Association for the purposes set forth in this Declaration. The annual assessment shall be due and payable in such installments as are required by the By-Laws of the Association. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Whitetail Lake Association as aforesaid, and shall be without limitation unless otherwise specified in the supplementary declaration affecting a particular parcel of property brought within the scheme of this Declaration. Separate due dates may be established by the Board of Directors for special assess-

ments as defined hereunder as long as made thirty (30) days in advance of such special assessments, and shall be paid in a manner determined by said Board of Directors. Written notice of the annual and any special assessments shall be sent to every Owner subject thereto as soon as the amounts are determined.

Section 7. Effect of Nonpayment of Assessments and Personal Liability of Owner. If an assessment is not paid on the date when due (being the date specified in Section 6 hereof), then such assessment shall become delinquent and shall together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at such rate as shall be determined and set forth in the minutes of the Whitetail Lake Association before or at the time of the levy of the assessment, and the Association may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment all costs incurred by the Whitetail Lake Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorneys fees allowable by law.

Section 8. Subordination of the Lien to Mortgages. As provided aforesaid, the lien of the assessments provided for herein shall be subordinate to the lien of any mortgages now or hereafter placed upon the property subject to assessments; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

ARTICLE VI

Approval of Plans

Section 1. Architectural Review Committee.

(a) There is hereby established an Architectural Review Committee consisting of five (5) members. The initial five (5)

members shall be appointed by the Developer. Each member of the Architectural Review Committee shall hold office for a term of four (4) years until the election and qualification of his or her successors, provided, however, that the initial members of the Architectural Review Committee shall have terms as follows: (a) The terms of two (2) of such members shall expire at the first annual meeting occurring two (2) years after their appointment (b) the three (3) remaining members shall have terms which expire at the time of the first annual meeting four (4) years after their appointment. The members of the Architectural Review Committee shall be elected or re-elected at the annual meeting of the Whitetail Lake Association by the majority of members of all classes of membership. Vacancies in the Architectural Review Committee shall be filled by the remaining members of the committee until the next regular election. The vote of a majority of the members shall constitute the action of the Architectural Review Committee.

(b) No improvements, including but not limited to any residence, garage, studio, greenhouse, utility building, or other out building if permitted, boat house, boat dock, or retaining wall shall be constructed, erected, placed, altered, maintained or permitted on any lot or on the common properties, or any water well dug or created, nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed upon any lot, until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, landscaping, grading easements and utilities, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the owner of the lot or the owner's authorized agent. The Architectural Review Committee shall have specific authority to enforce, or upon proper releases, waive enforcement, of elevations for the lowest level of any structure on the properties which elevations shall be set forth in the by-laws of the Whitetail Lake Association.

(c) Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(d) If the Architectural Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article VIII hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid thirty day period shall commence on the date of such notification.

(e) Neither the Architectural Review Committee nor Developer or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees by submission of such plans and specifications that it will not bring any action or suit against the Architectural Review Committee or Developer to recover any such damages. Approval by the Architectural Review Committee or the Developer shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other persons who bring the plans to the Architectural Review Committee to comply therewith.

ARTICLE VII

Enforcement

Section 1. Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Developer and the Owners and Lessees of every lot on the property. These covenants, conditions and reservations may be enforced as provided hereinafter by Developer acting for itself, the Architectural Review Committee and as Trustee on behalf of all the owners of lots and by the Whitetail Lake Association. Each Owner by acquiring an interest in the property appoints irrevocably the Developer as his attorney in fact for such purposes; provided, however, that if a lot Owner notifies Developer in writing of a claimed violation of these covenants, conditions or restrictions and Developer fails to act within thirty (30) days after receipt of such notice of violation, then, in that event only, an Owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Developer the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any

structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or who are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, or to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Developer or lot Owner pursuant to Section 1 of this Article.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys fees of the prevailing party or parties as may be by law permitted in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Developer or Whitetail Lake Association to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Developer shall not be liable therefor.

Section 3. Certificate of Compliance. Upon payment of a reasonable fee as shall be set by the Board of Directors of the Association from time to time and upon written request of any lot Owner, mortgagee, prospective Owner, Lessee or prospective Lessee of any property covered by these covenants, Whitetail Lake Association shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not to the best of the knowledge of the certifying officer of the Association the Owner of any such lot is in violation of any of the terms and conditions of these covenants. Said written statement shall be conclusive upon Whitetail Lake Association in favor of the persons who rely thereon in good faith. Such statement shall be furnished by the Association within a reasonable time, but not to exceed ten (10) days from the receipt of a written request for such written statement. In the event the Association fails to furnish such statement within said ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the lot or property, as to which the request was made and that said lot or

property is in conformance with all the terms and conditions of these covenants.

ARTICLE VIII

General Provisions

Section 1. The Term Mortgage. The term "Mortgage" when used herein shall include deeds of trust or trust deeds.

Section 2. Duration and Amendment.

(a) This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with, and bind the land and shall continue in full force and effect for a period of thirty (30) years from the date hereof and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

(b) This Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the property or any portion thereof, with the written consent of the members holding at least seventy-five percent (75%) of each class of membership in the Whitetail Lake Association during the first twenty-five (25) year period in these covenants and thereafter by not less than sixty-six and two-thirds percent (66 2/3%) of each class of membership in the Whitetail Lake Association. No amendment of these covenants, conditions or restrictions shall be affective unless the instrument evidencing such amendment has been duly recorded and unless a written notice of the proposed amendment as sent to every member of the Whitetail Lake Association at least sixty (60) days in advance of any action taken. Such termination, extension, modification or amendment shall be immediately affective upon recording the proper instrument in writing, executed and acknowledged by such owners, in the office of the County Clerk, Platte County, Nebraska.

Section 4. Whitetail Lake Association and Developer Use of Common Properties. The Whitetail Lake Association and the Developer shall have the right to use all Common Properties, including streets, roads and walkways within the property for purposes of providing the services which they perform.

Section 5. Easements and Rights of Way For Service and Maintenance. The Whitetail Lake Association is hereby given the right to grant within the Common Properties such easements and rights of way to such utility companies and public or private agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the property.

Section 6. Notices. Any notice required to be sent to any member or lot Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such member or lot Owner on the records of the Whitetail Lake Association at the time of such mailing.

Section 7. Construction. All of the conditions, covenants, restrictions and reservations contained in this Declaration of covenants, conditions and restrictions shall be construed together but if it shall at any time be held that any one of said conditions, covenants, restrictions or reservations or any part thereof, is invalid, or for any reason become unenforceable, no other conditions, covenants, restrictions or reservations or any part thereof shall be thereby affected or impaired.

Section 8. Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Developer, the Whitetail Lake Association, and the lot Owners of lots located within the property and their respective heirs, successors, personal representatives and assigns.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 10. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, FOUR-N CORPORATION, a Nebraska Corporation, by 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

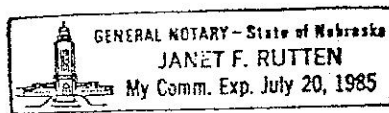
ATTEST:

Harriet C. 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.