

**Supplementary Declaration of
Covenants, Conditions and Restrictions
for
Whitetail lake Fourth Subdivision**

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITETAIL LAKE FOURTH SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this 24th day of July, 1996, 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.
- (5) Each dwelling constructed on a lot shall contain a minimum of One Thousand Four Hundred (1,400) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, basements, including "walk-out" 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) Any residence shall be constructed so that the lowest level for occupancy shall be at or above a level specified by the Architectural Review Committee approved under the current conditions and restrictions.
- (7) All yard elevations and grade shall be as approved by the Architectural

Review Committee appointed under the current conditions and restrictions in order to coordinate yard elevations and provide for proper drainage.

(8) 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.

(9) 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.

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

(11) 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.

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

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

(14) All heating and cooling systems utilizing water as part of the functioning of the system must have a return water well. Returning water to lake from any mechanical device is prohibited.

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 four (4) 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 and Secretary, have executed this instrument the day and year first above written.

FOUR-N CORPORATION,
a Nebraska Corporation

BY: *Ralph E. Neater*
Its President

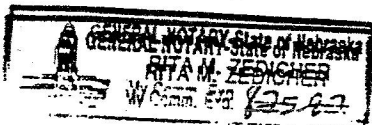
ATTEST:

Harriet A. Neater
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this day, before me personally appeared *Ralph Eugene 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 *July 24* day of, 1996.



Rita M. Zedicher
Notary Public

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

A tract of land located in the SE 1/4 of SW 1/4 of Section 30, T17N, R1E of the 6th P.M. in Platte County, Nebraska, described as follows:

Beginning at the northeasterly corner of Whitetail Lake 1st Subdivision, and assuming the northerly line of said subdivision to have a bearing of S 77°54'45" E; thence S 77°54'45" E, 125.03 feet; thence S 77°54'23" E, 443.80 feet; thence S 66°26'27" E, 348.78 feet; thence S 23°33'33" W, 210.00 feet; thence N 66°26'27" W, 130.00 feet; thence S 14°45'20" W, 106.45 feet; thence along a 200.00-foot radius curve concaved to the north-northeast, having an initial tangent bearing of S 07°53'58" E, a delta of 223°22'34", a chord length of 371.68 feet, and a length of 779.73 feet; thence N 12°05'37" E, 134.64 feet; thence N 77°54'23" W, 240.00 feet; thence N 77°54'43" W, 89.56 feet; thence N 02°07'21" W, 144.42 feet; thence N 12°05'15" E, 70.00 feet, to the point of beginning, containing 7.49 acres, more or less.