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DAVID CLARK  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

99 JUN 14 PM 3:00

BOOK 234 PAGE 786  
OF 61 INST# 222

*(Handwritten initials)*

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WHITETAIL COVE**

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the signatories hereto who are described as Declarant,

**WITNESSETH:**

WHEREAS, Declarant, whether one or more, is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

See Exhibit "A" attached hereto,

WHEREAS, said real estate has been platted into a residential subdivision to be known as Whitetail Cove, herein called Property, and,

WHEREAS, Declarant desires to make all of Property, together with such additions thereto as may hereafter be platted, to be within the jurisdiction of these Declarations and subject to the covenants, conditions and restrictions hereinafter set forth, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Property, for the maintenance of the residential character of Property and for the acquisition, construction and maintenance of the streets, easements, and common areas of Property for the use and enjoyment of the residents of Property,

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NOW, THEREFORE, Declarant hereby declares that all of Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of owning Property, or any portion thereof, and for the enjoyment of the residents of Property. These restrictions, covenants, conditions, and easements shall run with all of the real estate in Property and shall be binding on all parties having any right, title or interest in Property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I.  
DEFINITIONS**

Section 1.01. "Association" shall mean and refer to the WHITETAIL COVE ASSOCIATION, its successors and assigns, which at present is an unincorporated association of Owners of Lots in Property.

Section 1.02. "Owner" shall mean and refer to:

- a) The record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, but excluding those having such interest merely as security for the performance of an obligation, and
- b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 1.03 "Property" shall mean and refer to the real estate as previously described herein.

Section 1.04. "Lot" shall mean and refer to any part or parcel of Property as surveyed and platted. There are currently 16 Lots designated on the Preliminary Plat of Property.

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Section 1.05. "Streets and Easements" shall be those areas designated in the Final Plat, or any Replat, as streets, roads, and easements.

Section 1.06. "Common Areas" shall refer to all real property designated in the Final Plat, or Replat, as common areas. Said Common Areas shall be for the common use and enjoyment of the Owners of Lots in Property. Common areas may include recreational facilities, lakes, boat loading/unloading ramps, dedicated and non-dedicated streets, pathways and green areas and signs at the entrances for Property. Such facilities may be situated on Property owned or leased by the Association, on public property, or private property subject to an easement in favor of the Association.

Section 1.07. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.08. "Declarant" shall mean and refer to Glenn G. Baumert and Robert L. Virgl Jr., Members of Shadow Ridge Enterprises, LLC, their successors and assigns.

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**ARTICLE II.**  
**WHITTETAIL COVE ASSOCIATION**

Section 2.01. Every Owner of a Lot within Property shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from membership of any Lot. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the Owners of Lots within Property, including, but not limited to the following:

- a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of streets, easements, and common areas for the general use, benefit and enjoyment of the Owners.
- b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of Property, or any portion thereof, not inconsistent with this Declaration, provided always that such rules and regulations are uniformly applicable to all Owners. The rules and regulations may permit or restrict the use of the common areas by Owners and their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the common areas.
- c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Property, and the protection and maintenance of the residential character of Property.
- d) All powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and any amendments thereto, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the association not inconsistent with this Declaration.

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Section 2.02. The Association shall have two classes of voting Members, Class A Members and Class B Members, defined as follows:

- a) **CLASS A:** Class A Members shall be all Owners, with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; PROVIDED, HOWEVER, that the vote for such Lot shall be exercised as such persons or entities or both shall determine, but in no event shall more than one vote be cast with respect to any one Lot.
- b) **CLASS B:** Class B Members shall be Declarant, who shall be entitled to one more vote than the total votes of the Class A Members. Class B Membership shall terminate and be converted into Class A Membership upon either Declarant no longer having an ownership interest in any lot in Grand View Estates or Declarant relinquishing Declarant's Class B Membership in Association.

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Section 2.03. The Members shall hold annual meetings. Written notice of the annual meeting shall be delivered or mailed to each Member entitled to vote. At each annual meeting, the Members shall elect officers and transact such other business as shall be stated in the notice of the meeting.

Section 2.04. At all meetings of the Members, a quorum is present throughout any meeting of the Association if Members entitled to cast 60% of the total votes of the Association are present in person or by proxy unless these Declarations specifically require otherwise.

Section 2.05. The Members of the Association may adopt rules and regulations for the governance of the Association not inconsistent with the provisions of these Declarations.

Section 2.06. At any meeting of the Members, every Member may vote in person or by proxy appointed by an instrument in writing by such Member.

Section 2.07. Special meetings of the Members for any purpose may be called by the President or at the request in writing of at least four (4) Members entitled to vote. The request shall state the purpose of the meeting. Written notice of any special meeting, stating the purpose of the meeting, shall be delivered or mailed to each Member entitled to vote.

Section 2.08. The officers of the Association shall be elected by the Members and shall consist of a President, Vice President, Secretary and Treasurer. Each officer shall be a Member of the Association. Any two or more offices may be held by the same person, except the office of President and Vice

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President and except the offices of President and Secretary. At the first annual meeting of the Members, the Members shall choose a President and a Vice President, Secretary and Treasurer. The Members may appoint other officers and agents, and delegate such authority as the Members may determine. Until such time as there is more than one Owner of Lots, Declarant may hold all of the offices.

Section 2.09. The officers of the Association shall hold office for one year or until their successors are elected. Any officer elected by the Members may be removed at any time by the affirmative vote of the majority of all the Members. If any office becomes vacant, the Members shall elect a successor who shall hold office until the next annual meeting.

Section 2.10. The President shall be the chief executive officer of the Association, preside at all meetings of the Members, and carry out all orders and resolutions of the Members. The President shall execute contracts on behalf of the Association, except when such authority is expressly delegated by the Members to some other officer or agent of the Association.

22-4 Section 2.11. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Members may prescribe.

Section 2.12. The Secretary shall attend all meetings of the Members, and shall record all votes and the minutes of all proceedings on books belonging to the Association. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Members, and shall perform such other duties as the Members or the President may prescribe.

Section 2.13. The Treasurer shall have the custody of the Association funds, keep accurate accounts of receipts and disbursements on books belonging to the Association and deposit all monies in the name of the Association in such depositories as may be designated by the Members. The Treasurer shall disburse the funds of the Association as directed by the President or the Members, and shall file, at least annually, a report of all transactions and the financial condition of the Association. If required by the Members, the Treasurer shall give bond for the faithful performance of the duties of the office if required by a majority vote of the Members of the Association.

Section 2.14. The property and the daily business of the Association shall be managed by its officers.

Section 2.15. The officers shall prepare a proposed annual budget for the Association and a schedule of annual and/or special assessments for approval by the Association, send written notice of each assessment to every Member assessed, collect the assessments, issue a certificate upon request setting forth whether any assessments are paid or due, and exercise all other powers of the Association.

Section 2.16. A majority vote of the Members at any meeting of the Association at which a quorum is present shall be sufficient to transact the business of the Association unless these Declarations specifically require otherwise.

**ARTICLE III.**  
**COVENANT FOR ASSESSMENTS**

Section 3.01. The Declarant and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or in such contract, is and shall be deemed to covenant and agree to pay to the Association:

- a) Annual assessments, and
- b) Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by such Owner's successors.

Section 3.02. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the Owners of Lots in Property.

Section 3.03. The Association shall fix the annual assessment for regular maintenance of the Streets, Easements and Common Areas of Property and for all other necessary annual expenditures for the Association not deemed capital improvements, based on a budget approved by the Members of the Association.

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Section 3.04. In addition to the annual assessment authorized above, the Association may levy a special assessment for the purpose of paying, in whole or part, the cost of capital improvements, and in particular, the cost of any construction, reconstruction, or repair or replacement, or additions or appurtenances thereto, of Streets, Easements, and Common Areas of Property and of any appurtenances located thereon, including any central water and/or sewage disposal system for the benefit of Property and including fixtures and personal property related thereto. Special assessments shall be approved by the affirmative vote of two-thirds (2/3) of the Members of Association entitled to vote.

Section 3.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.03 or under Section 3.04 shall be sent to all Members at their respective addresses as appears on the books of the Association not less than 30 days nor more than 60 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be fifty (50%) percent of all votes of each class of Membership. Any such subsequent meetings shall be held within 60 days following the preceding meeting. Written notice as to all other meetings of the Association shall be sent as above noted at least ten days prior to the meeting to each member at their respective addresses as appears on the books of the Association.

Section 3.06. Annual assessments shall be uniform in amount as to all Lots, may be payable annually or in installments, and shall have a due date or dates. Special assessments may be uniform in amount as to all Lots or may be assessed against those Lots receiving the benefit of the capital improvement, may be payable annually or in installments, and shall have a due date or dates which may be more than one year from the date of assessment. Assessments payable in installments may accrue interest as specified by the Association.

Section 3.07. Written notice of an assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed

by an officer of the Association, setting forth whether or not the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot shall be binding upon the Association as of the date of its issuance by the Association.

Section 3.08. Any assessment not paid within thirty (30) days after the date due shall be delinquent and said assessment shall bear interest from the due date at the rate of fourteen (14%) percent per annum. Any assessment payable in installments shall be paid within thirty (30) days after the installment due date. Any assessment payable in installments not paid within thirty (30) days after the installment due date shall cause an acceleration of the full amount of the assessment and said assessment shall be due and payable in full and said assessment shall bear interest from said installment due date at the rate of fourteen (14%) percent per annum. The Association may bring any action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot assessed. No Owner may waive or escape liability for the assessment provided herein by non-use or abandonment of Owner's Lot or conveyance of Lot or by renunciation of Membership in the Association.

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Section 3.09. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. An officer of the Association may release the lien of any delinquent assessment on any Lot as to which the first mortgage thereon is in default, if such officer determines that such lien has no further value to the Association.

Section 3.10. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction of the published rules and regulations of the Association by any such Owner, or members of such Owner's family, or guests or tenants of such Owner.

**ARTICLE IV.**  
**ARCHITECTURAL CONTROL**

Section 4.01. Declarant shall have the exclusive right to establish grades and slopes for all Lots within Property and to fix the grade at which any buildings shall be constructed upon any Lot, in conformity with the general plan for the development of Property. Plans for any buildings or other improvements to be placed or constructed upon any Lot within Property shall be submitted to the Declarant and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot, including the proposed landscape plan. One set of plans shall be left on permanent file with the Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Declarant and shown of record. Written approval or disapproval of the plans shall be given by the Declarant within thirty days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's opinion, the plans do not conform to the general standard of development in Property.

Section 4.02. Declarant may, at Declarant's sole discretion, transfer all or any part of Declarant's rights pursuant to this Article to the Association.

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**ARTICLE V.  
MINIMUM STANDARDS FOR APPROVAL OF PLANS**

Section 5.01. All lots in Property shall be used exclusively for single family residential purposes. There shall be no more than two buildings, including the main residence, constructed upon any Lot within Property.

Section 5.02. A one (1) story single family residence shall contain at least 900 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio.

Section 5.03. A one and one half (1 1/2) story single family residence shall contain at least 900 square feet of floor area on the first floor exclusive of basement, garage, and other attached accessory floor area, i.e. deck/patio, and at least 300 square feet of floor area on the second floor.

33-7 Section 5.04. The square footage of any other style of single family residence shall be subject to the approval of Declarant.

Section 5.05. No outbuildings shall be constructed larger than the square footage of the first floor space of the main residence, nor shall such a building have a length or width more than forty feet. All outbuildings shall have eaves and a pitched roof and shall conform to the design and color of the single-family residence located upon the Lot upon which is located the outbuilding.

Section 5.06. No mobile homes, dome homes, earthen homes, or manufactured homes shall be permitted on any Lot in Property.

Section 5.07. All buildings within Property shall be constructed in conformity with the requirements of the applicable building codes of the jurisdiction in which the building is located.

**ARTICLE VI.  
GENERAL RESTRICTIONS AND OTHER PROVISIONS**

Section 6.01. Every owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

- a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within Property, unless such fences or enclosures shall have first been authorized in writing by Declarant. No exterior radio antenna shall be erected on any Lot within Property.
- b) No livestock, or poultry of any kind, which shall include but not be limited to cattle, swine, sheep, goats, horses, or fowl, shall be raised or kept on any Lot in Property, other than household pets, which shall be limited to two per household. Household pets shall mean a dog or a cat. All household pets shall be leashed when outside of the residential structure and deck/patio area. Excessive barking by a dog, either during the day or night, shall be cause for removal of the dog whether it is owned by guests or the Lot Owner. No household pets shall be kept, bred, or maintained for commercial purposes.
- c) No noxious, offensive, or illegal activity shall be carried on upon Property, nor shall any trash, or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the resident of Property.

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- d) No recreational vehicles shall be parked or stored upon any Lot within Property, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a Lot for a period of time not to exceed 14 days per year.
- e) No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" signs, which shall not exceed nine square feet in size.
- f) No trailer, recreational vehicle, tent, shack, barn, or other outbuildings shall be constructed or placed upon a LOT to be used for human habitation, either temporarily or permanently, except a tent may be used for a limited time for recreational purposes.
- g) All propane or fuel tanks, garbage and refuse containers, or other unsightly objects, shall be housed or shielded from public view by a building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited except when in actual use.
- h) Any damaged or destroyed single family residence or other building on a Lot shall be promptly reconstructed or removed on a timely manner, but no later than within one year of the date of occurrence.
- i) No buildings of any kind whatsoever shall be moved onto any Lot, except for newly constructed modular primary dwellings, and temporary buildings that may be used for storage of tools and materials during construction of homes and development of Property.
- j) All improvements, including fences, on all Lots in Property shall, at all times, be kept in good condition and repair, the state of repair to be determined by Declarant, their personal representatives, heirs, successors, or assigns.
- k) There shall be no exterior lighting, except for decorative lighting on improvements located on each Lot, unless said exterior lighting is first approved by Declarant, and shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
- l) Sewage disposal and/or domestic water facilities must be approved by the appropriate regulatory agency and must be constructed and maintained in compliance with all applicable local, state, and federal regulations; sewage disposal laterals must be buried so that there is no surface drainage onto surrounding areas.
- m) Only one satellite antenna, having a diameter of 18" or less, may be installed and maintained on any Lot but only upon compliance with the following conditions:
- a. Prior written approval of Declarant
  - b. The Declarant does not guarantee or warrant that reception and/or transmission signals will be adequate or will remain undisturbed by vegetation or improvements located on Property.
- n) All exterior colors for buildings located upon Lots shall be approved by Declarant.
- o) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in Property, except for Lot 16.



- p) All rubbish, trash and garbage shall be promptly removed from any Lot and shall not be burned by any open fire, incinerator, or otherwise on any Lot.
- q) Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve inches, unless such vegetation consists of native grasses which do not detract from the appearance of the surrounding area.

**ARTICLE VII.**  
**BOATING AND WATER CRAFT REGULATIONS**

Section 7.01. All Lot Owners, and all guests, family members, relatives, and friends thereof, shall comply with the following boating and water craft rules and regulations:

- a) Each Lot is allowed a maximum of two (2) powered boats (ski boat, fishing boat, pontoon boat), but only one powered boat per Lot may be operated on the lake at any time.
- b) Boaters must obey All Coast Guard and State regulations.
- c) All power boating shall follow the accepted counter-clockwise boating traffic pattern.
- d) After sundown and before 9:00 AM, boats shall not be run fast enough to cause a wake, and running lights must be used.
- e) Boats operating in the traffic pattern have the right of way over entering boats.
- f) All powerboats must not exceed 18 feet in length, and outboard power shall not exceed 140 hp and inboard power shall not exceed 175 hp. Pontoon boats will have a maximum length limit of 20 feet.
- g) Guests are not permitted to use their own boat on Lake Property.
- h) Boat racing, or other careless operation of a boat is strictly prohibited, and Declarant reserves the right to suspend the boating privileges of any Lot Owner, or guest, family member, relative, or friend thereof, who operates a boat in a careless or reckless manner.
- i) Sail boats, fishing boats, canoes, paddleboats, and other low powered or unpowered craft may be operated at all times. Operators of these craft must at all times have regard for larger power boats and keep to the side of narrow channels and be aware of unsafe conditions at all times.
- j) Water skiing will not be permitted after sundown or before 9:00AM.
- k) Jet ski's or Wave Runners are not permitted.
- l) Boat docks and/or boatlifts may extend out into the water no more than 25 feet from the shoreline. No permanent docks or structures may be erected in the lake. Placement of all docks and boat lifts in lake must be approved by Declarants.
- m) Each Lot will be allowed a maximum of one dock and 2 lift stations.
- n) All Lot Owners shall provide to Declarants annually, proof of insurance, with the following minimum coverages: \$300,000 bodily injury limits, and \$1,000 medical pay limits.

**ARTICLE VIII.**  
**ATV REGULATIONS**

Section 8.01. All Lot Owners, and all guests, family members, relatives, and friends thereof, shall comply with the following ATV rules and regulations.

- a) Only 4 wheeled (or more) ATV vehicles owned by Lot Owners may be operated on common property. Guests will not be allowed to operate their own ATV vehicles on common property.
- b) A maximum of two (2) ATV vehicles will be allowed per Lot.
- c) Each ATV vehicle will be identified by the Owners Lot number, placed in a conspicuous place on the vehicle, and each ATV vehicle will fly a visible red or orange flag, no lower than 5 feet from the ground.
- d) ATV vehicles will not be operated for recreation before 9:00 AM or after sundown at all times of the year.
- e) The operators of ATV vehicles on the roadways will observe the same rules of speed and operation as automobiles.
- f) Operators will not enter upon the property of other Lot Owners.
- g) ATV vehicle operators under the age of 16 will be required to wear a helmet.
- h) Declarant reserves the right to suspend the ATV vehicle operating privileges of any Lot Owner, or any guest, family member, relative, or friend thereof, who operates any ATV vehicle in a reckless or careless manner.

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**ARTICLE IX.**  
**EASEMENTS & ACCESS**

Section 9.01. A perpetual license and easement is hereby reserved in favor of and granted to any entity which has been granted a franchise to provide utilities, including cable television, to Property, or any portion thereof, to erect, operate, maintain, repair, and replace said utilities on, through, under and across all areas on the Final Plat of Property indicated as Easements. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement areas but the same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Section 9.02. The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing construction, reconstruction, surveying, maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

Section 9.03. The authority to grant access to Lot 16, for the purpose of hiking, observing wildlife, or accessing the Platte River, is the sole right of the Owner of Lot 16. Such access will not be unreasonably withheld from other Lot Owners.

ARTICLE X  
INSURANCE

Section 10.01. Insurance coverages relating to the Streets, Easements, Common Areas, and any other property controlled by the Association shall be secured by the Association. The officers shall not be liable for failure to obtain any coverages or for any loss resulting from such failure if such coverages are unavailable or available only at a demonstrably unreasonable cost. The President shall notify each Member of the procurement of, changes in, or termination of, insurance coverages secured on behalf of the Association. Each policy shall provide that the policy may not be cancelled or substantially modified without sixty days written notice to the Association.

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Section 10.02. The Association shall maintain a blanket, "all-risk" form policy of insurance on any property of the Association, insuring against all risks of direct physical loss commonly insured against. The policy shall cover the interest of the Association. Coverage shall be in an amount equal to 100% of the then current replacement cost of the property of the Association without deduction for depreciation, the amount to be redetermined annually by the members with the assistance of the insurance company affording coverage.

Section 10.03. The Association shall maintain general liability (including errors and omissions coverage for the officers of the Association) and property damage insurance to such limits as the Association may determine, from time to time, insuring each Member against any liability to the public or to other Members arising from the ownership and use of the property of the Association.

Section 10.04. If the property of the Association is damaged, the Association shall arrange for and supervise the prompt repair and restoration of the property.

- (1) If the proceeds of insurance are not sufficient, the additional sum necessary to complete the restoration shall be a common expense.
- (2) Any restoration shall be substantially similar to the original construction of the property damaged, subject to any modification required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

**ARTICLE XI  
ADJOINING PROPERTIES**

Section 11.01. The Declarant, Association, and/or Owner recognize that Whitetail Cove is located in an area in which the principal use of the real estate is agriculturally related. The Declarant, Association, and/or Owner realize that there are certain agricultural practices that exist within the adjoining area that will continue and may, at times, be offensive to the Declarant, Association, and/or Owner.

**ARTICLE XII  
GENERAL PROVISIONS**

Section 12.01. Enforcement. The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure of the Declarant, Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 12.02. Severability. Invalidation of any one or more of these covenants or restrictions, by judgment or Court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 12.03. Amendment. These Declarations may be amended at any time during the initial twenty (20) year term hereafter by an instrument signed by the Owners of not less than eighty-five (85%) percent of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 12.04. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has executed these Declarations of Covenants, Conditions and Restrictions this 26 day of March, 1999.

ATTEST:

Glenn G. Baumert  
Glenn G. Baumert, Member of  
Shadow Ridge Enterprises, LLC.

Robert L. Virgl Jr.  
Robert L. Virgl Jr., Member of  
Shadow Ridge Enterprises, LLC.

STATE OF NEBRASKA )  
COUNTY OF SAUNDERS ) ss.

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 26 day of March, 1999, by Glenn G. Baumert and Robert L. Virgl Jr., Members of Shadow Ridge Enterprises, LLC.

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Anne E. Jonas  
Notary Public

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EXHIBIT "A"

Legal Description of Whitetail Cove

A PARCEL OF LAND BEING PART OF GOVERNMENT LOT 3, OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, TOGETHER WITH ACCRETIONS THERETO, SAID GOVERNMENT LOT 3 IS ALSO KNOWN AS LOT 1, LOT 2 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF W.W. ALT'S REPLAT OF SAID GOVERNMENT LOT 3, DATED MAY 30, 1889, SAID PARCEL BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N00°10'18"E (ASSUMED BEARING) ON THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1323.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE N00°10'18"E CONTINUING ON SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N00°10'18"E ON SAID WEST LINE, A DISTANCE OF 1283.42 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER, THIS ALSO BEING THE SOUTHWEST CORNER OF LOT 1, OF W.W. ALT'S REPLAT OF SAID GOVERNMENT LOT 3, DATED MAY 30, 1889; THENCE N00°10'18"E ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 725.14 FEET; THENCE NORTHERLY ALONG AN EXISTING FENCE LINE AS FOLLOWS; N07°24'10"E 247.69 FEET, N11°16'24"E 550.72 FEET, N12°27'41"E 137.66 FEET, N10°21'45"E 233.74 FEET TO THE SOUTH BANK OF THE PLATTE RIVER; THENCE EASTERLY ALONG SAID SOUTH BANK AS FOLLOWS; N86°49'55"E 161.14 FEET, S86°07'09"E 312.39 FEET, N83°46'55"E 187.39 FEET, S89°13'09"E 385.68 FEET, S73°40'30"E 223.20 FEET TO A POINT ON THE NORTHERLY EXTENSION OF AN EXISTING FENCE LINE; THENCE SOUTHERLY ALONG SAID EXISTING FENCE AS FOLLOWS; S11°14'00"W 868.71 FEET, S04°49'19"W 461.41 FEET, S02°23'27"W 293.38 FEET, S00°03'51"W 1500.57 FEET TO A POINT BEING 40.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER, WHEN MEASURED AT RIGHT ANGLES; THENCE S89°52'01"W PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 1257.07 FEET TO THE TRUE POINT OF BEGINNING and An easement for the benefit of the above described real estate as created in Saunders County Nebraska District Court Case No. CI-98-180, Decree dated 3/1/99. Easement granted for rights of ingress and egress to the above described real estate over the West 40 feet of the South 40 feet of Government Lot 3 in the Northwest Quarter of the Southwest Quarter of Section 16, Township 17, Range 6, Saunders County, Nebraska

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LOTS 1-16 WHITETAIL COVE

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