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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR BLOCK ONE OF WHITE FEATHERS SUBDIVISION

CHADDEVILLE PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

THESE DECLARATIONS, made on this 4th day of September, 2001,  
by White Feathers, LLC, a Nebraska Limited Liability Company, hereafter referred to as  
"Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Washington County,  
Nebraska, more particularly described as follows:

Block One (1) in White Feathers Subdivision, which is situated in the East 190.3  
feet of Lot C and Lots D and E in Richard's, Keene and Co.'s Addition to the  
Village of Arlington, Washington County, Nebraska, and

WHEREAS, Declarant desires to include within the jurisdiction of White Feathers  
Homeowners Association, Inc. and subject to the covenants, conditions, and restrictions  
hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the property hereinabove described  
shall be held, sold, and conveyed subject to the following easements, restrictions, covenants,  
and conditions, which are for the purpose of protecting the value and desirability of, and which  
shall run with, all of said real property and shall be binding on all parties having any right, title  
or interest in said properties or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner there.

ARTICLE I - DEFINITIONS

1. "Association shall mean and refer to White Feathers Homeowners Association, Inc., its  
successors, and assigns.
2. "Owner" shall mean and refer to:
  - A. The record owner, whether one or more persons or entities, of a fee simple title to  
any Lot or any portion of any Lot which is a part of the Properties, but excluding  
those having such interest merely as security for the performance of an obligation,  
and
  - B. The purchaser, whether one of more persons or entities, under a recorded contract  
for the sale and purchase of a Lot or any portion of any Lot, under which the Seller  
retains title solely as security of the performance of the purchaser's obligation under  
the contract.
3. "Properties" shall mean and refer to Lots 1 through 9, inclusive, in Block One (1) in White  
Feathers Subdivision, which is situated in the East 190.3 feet of Lot C and Lots D and E in  
Richard's, Keene and Co.'s Addition to the Village of Arlington, Washington County,

Nebraska, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a lot split of a duplex zoned lot.
5. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

#### ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a Lot shall be subject to assessment and shall be a member of the Association. Each Lot owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot, which is subject to any assessment.
2. In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, each lot owner, upon purchase of a lot, shall execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. A lot owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only.

The continuing proxy shall be voted by either the President or the vice President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding one-tenth (1/10) of the votes entitled to be cast representing in person or by proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific lot owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease when the member giving such proxy shall cease to be an owner of a lot or as such earlier time as shall be specified in the proxy.

3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:
  - A. Class A Members shall be all Owners, with the exception of the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there are 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 Member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall be terminated and be converted into Class A membership upon the date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership.
4. The Association reserves the authority to suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid.

#### ARTICLE III - COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each improved Lot which has one hundred percent (100%) of the exterior construction completed and owned within the Properties, and each Owner of any other Lot, by acceptance of a deed therefore, or by entering into a contract for the purchase thereof, 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 for each lot owned:

- A. Special assessments for capital improvements, and
- B. Monthly assessments for maintenance as deemed necessary by the Association, and
- C. Monthly assessments for operational expenses as deemed necessary by the Association including, but not limited to, the following: liability insurance for the Association, lawn and grounds, snow removal, accounting, and professional homeowners association management fees and costs,

as such assessments shall be established, paid, and collected as provided by the Association. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment, together with personal obligation for the person, persons, or entity who, or which, was the owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successor in title, unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties and for such maintenance and other matters, as more fully set out herein.
3. Monthly Assessments. The initial standard monthly assessments for each Lot shall One Hundred Fifty Dollars and 00/100 Dollars (\$150.00) per month for each undivided Lot or Seventy-five Dollars and 00/100 Dollars (\$75.00) per month for each parcel resulting from a lot split of a duplex zoned lot. Standard monthly assessments shall be payable monthly or annually as adopted by the Association. Subsequent standard monthly assessments may be set in accordance with some other legal or equitable plan to be adopted by the Association, provided that the total amount of the annual assessment under such alternate plan shall

never exceed one and one-half percent (1-1/2%) of the fair cash value of the property and all improvements as determined by the assessor appointed by the Association.

4. Special Assessment for Capital Improvements. In addition to the monthly assessments authorized in section 3 above, the Association may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any capital improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Membership who shall vote in person or by proxy, at a meeting duly called for such purpose.
5. Notice and Quorum for Any Action Authorized Under Sections 1, 3, and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or under Section 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (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 one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within sixty (60) days following the preceding meeting.
6. Rate of Assessment. Both special assessments for capital improvements and monthly assessments, with respect to all improved Lots or parcels resulting from a lot split of a duplex zoned lot, may be uniform in amount or, in the alternative, may be pro rata based on the assessed value of the Lot with improvements, and may be collected on a monthly basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each improved Lot. Written notice of the monthly assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the dates that payments are due. 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 all assessments on a specified improved Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a specified improved Lot shall be binding upon the association as of the date of its issue by the Association.
7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said monthly assessments for following months to be immediately due and payable and thereafter delinquent, however, no more than twelve (12) future monthly assessments shall become immediately due and payable at one time. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for assessments proved herein by abandonment or title transfer of such Owner's lot.

8. Subordination of the Lien to Mortgages. 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. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

#### ARTICLE IV - EXTERIOR MAINTENANCE

1. The Association may provide exterior maintenance upon each improved Lot, which is subject to monthly and special assessments as set forth hereinafter.
- A. Maintenance of trees and shrubs, lawns, and other exterior living landscaping improvements, except such as may be within the confines of any fenced in area on any improve Lot. The Association shall have no duty to repair, replace or maintain any exterior concrete surfaces.
  - B. Operation and maintenance of an underground lawn watering system.
  - C. Snow removal when the accumulation is two inches (2") or more on the driveways and sidewalks.
2. Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by said Board of Directors. If the Board or its designated architectural committee, as the case may be, shall fail to either approve or deny any submitted plan within thirty (30) days after such plans and specifications shall have been submitted, then the Owner

submitting such plans and specification shall be deemed to have receive approval thereof, and such Owner may proceed in accordance with said plans and specifications.

#### ARTICLE VI - INSURANCE

Liability and other insurance may from time to time be procured and maintained as determined by the Board of Directors of the Association. All premiums and other cost of such insurance may from time to time be allocated among the Memberships as determined by the Board of Directors.

#### ARTICLE VII - ACCESS

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 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.

#### ARTICLE VIII - UTILITY METERS AND SERVICE LINES

In order to facilitate the installation and operation, maintenance and repair of an underground lawn watering system, such Lots as shall be designated from time to time by the Association, shall have a dual metering system for water, so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for such proposes shall be paid for by the Association. The water metered for the residential use on any such Lot shall be paid for by the Owner of such Lot.

#### ARTICLE IX - GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the 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.
2. 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.
3. Amendment. These Declarations may be amended at any time by the initial twenty (20) year term referred to in Section 4 hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) 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.

- 4. Term. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding on the Lots for an initial term of twenty (20) years from the date of this Declaration and shall continue thereafter unless same be amended by an instrument signed by the owners of not less than seventy-five (75%) of the Lots covered by this Declaration.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument and signed their name(s) hereon the day and year first herein written above.

WHITE FEATHERS, LLC, by:

Donnie E. Sperling  
Donnie E. Sperling, Manager

Ardeth C. Sperling  
Ardeth C. Sperling, Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 4th day of September, 2001, before me, the undersigned Notary Public in and for said state and county, personally appeared Donnie E. Sperling, to me known to be the identical person who signed the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR BLOCK ONE OF WHITE FEATHERS SUBDIVISION, and acknowledged the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Carol L. Wasenius  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF WASHINGTON )



On this 4th day of September, 2001, before me, the undersigned Notary Public in and for said state and county, personally appeared Ardeth C. Sperling, to me known to be the identical person who signed the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR BLOCK ONE OF WHITE FEATHERS SUBDIVISION, and acknowledged the execution thereof to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Carol L. Wasenius  
Notary Public



STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 5th DAY OF September A.D. 2001  
AT 12:12 O'CLOCK 12 M AND RECORDED IN BOOK  
344 AT PAGE 45-51  
COUNTY CLERK Charlotta S. Petersen  
DEPUTY Harold Madson

Recorded 1  
General 1  
Numerical 7  
Photostat 1  
Protec 1