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Clay J. Rouding

REGISTER OF DEEDS



AMENDMENT TO
PROTECTIVE COVENANTS OF WHITETAIL CREEK

THIS AMENDMENT TO PROTECTIVE COVENANTS OF WHITETAIL CREEK (this "Amendment") is made on the date hereinafter set forth by CELEBRITY HOMES, INC., a Nebraska corporation.

RECITALS

- A. On May 30, 2012 a document entitled Protective Covenants (hereinafter the "Declaration") was recorded against the property legally described as Lots 3 - 107, inclusive, Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2012-15828.
- B. Section 19 of the Declaration provides that for a period of ten (10) years the Declarant has the exclusive right to amend, modify or supplement any portion of the Declaration, including the right to subject additional lots to the Declaration and create a homeowners association.

NOW, THEREFORE, Declarant hereby declares the Declaration shall be amended as follows:

1. Addition of Lots. Pursuant to the provisions of paragraph 19 of the Declaration, and paragraph 22 of the Declaration (which is added pursuant to the terms of this Amendment), the Declaration is hereby amended by subjecting the following lots to the terms of the Declaration, and the Owners (as that term is defined herein) of the following additional lots shall be Members (as that term is defined herein) of the Association (as that term is defined herein) with all rights, privileges and obligations accorded or accruing to Members of the Association:

"Lots 108 through 238, inclusive, and Outlot B, all in Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska."

2. Amendment to Paragraph 5. Paragraph 5 of the Declaration shall be amended by adding the following to the end of such paragraph:

FDT
11440 W. Central Rd
OMAHA, NE 68114

“In addition, the owners of Lots 3, 63 through 69, inclusive, 79, Outlot B, and Lots 108 through 110, inclusive, all in Whitetail Creek, hereby grant the Association the right to enter upon the Landscape Easement area (as shown on the above-referenced Plat) for the purposes of maintaining the underground sprinkler system and the trees and other landscaping located thereon. The owners of such lots shall be expressly prohibited from placing trees, fences, and/or underground sprinkler systems within such Landscape Easement area. During the term of this Declaration, the Association shall be obligated to maintain such trees and landscaping, at its sole cost and expense, which maintenance obligation shall expressly include replacement of any dead trees and other landscaping.”

3. Amendment and Restatement of Paragraph 20. Paragraph 20 of the Declaration shall be deleted in its entirety and replaced with the following:

“20. Homeowners Association.

i. Definitions.

A. “Association” shall mean and refer to Whitetail Creek, Homeowners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

B. “Lot” shall mean and refer to Lots 3 - 238, inclusive, all in Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, subject to change by any annexations, detachments or other additions made by the Declarant.

C. “Declarant” shall mean and refer to Celebrity Homes, Inc., its successors and assigns if such successors or assigns should acquire all remaining undeveloped Lots from the Declarant for the purpose of development.

D. “Common Facilities” shall mean and refer to all real property and the improvements thereon from time to time which the Association owns, leases or has easement rights to, for the common use and enjoyment of the Owners.

ii. The Association. Declarant has caused or will cause the incorporation of the Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition (by gift, purchase, lease or otherwise), construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as lakes, swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads, paths, ways and green areas; and entrance signs for Whitetail Creek which common facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association or on property dedicated to or owned by a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, 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 Facilities.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Whitetail Creek; and the protection and maintenance of the residential character of Whitetail Creek.

iii. Owners' Easements of Enjoyment and Delegation of Use. Every owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association, its lessor, successors and/or assigns, to promulgate reasonable rules and charge reasonable admission and other fees for the use of any Common Facilities;

B. the right of the Association to suspend the voting rights and right to use of the Common Facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

C. the right of the Association to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the Members has been recorded.

Any owner may delegate, in accordance with the rules and regulations of the Association, his right of enjoyment to the Common Facilities to the members of his/her family.

iv. Membership and Voting. Whitetail Creek is divided into single family residential lots (which are collectively referred to as the "Lots"). The "Owner" of each Lot subject to this Declaration shall be a member (a "Member") of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. With the exception of the Class B membership, as set forth below, the Owner of each Lot, whether one or more, shall have one vote on each matter properly before the Association. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. Additional phases of Whitetail Creek may be annexed to the Association by amendment to the covenants.

C

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and shall be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

v. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition (by gift, purchase, lease or otherwise), development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or property subject to a lease or easement in favor of the Association, within or near Whitetail Creek.

C. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to payment for purchase of insurance covering any Common Facilities against property damage and casualty; and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the officers serving thereunder.

E. The exercise of all of the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association, including but not limited to any outlots within Whitetail Creek.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

I. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

vi. Mandatory Duties of Association. The Association shall maintain, in a generally neat and clean condition, any and all entrance ways, fence, signs, landscaping, or greenspace which have been installed in easement or other areas of the Whitetail Creek subdivision and center islands dividing dedicated roads, any drainage easements in favor of the Association, in generally good and neat condition.

vii. Covenant for and Imposition of Dues and Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay dues and assessments as provided for herein. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

viii. Abatement and Proration of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors shall abate one hundred (100%) percent of the dues or assessments due in respect of any Lot owned by the Declarant. Upon Declarant's transfer of its ownership interest in a Lot, said abatement shall cease. Dues or assessments shall be prorated on a monthly basis.

ix. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest, thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest, thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

x. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purpose of the Association and to perform the powers and responsibilities of the Association, all as described in this Declaration.

xi. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with subsection (xii), below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Beginning January 1, 2015, Thirty and No/100ths (\$30.00) Dollars per Lot; or

B. In each calendar year beginning on January 1, 2016, one hundred twenty-five percent (125 %) of the aggregate dues charged in the previous calendar year.

xii. Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may levy a special assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facilities, including fixtures and personal property related thereto, and related facilities. The aggregate special assessments in each calendar year shall be limited in amount to Fifty and No/ 100 Dollars (\$50.00) per Lot.

xiii. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

xiv. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided herein.

xv. Certificate as to Dues and Assessments. The Association shall upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

xvi. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of rate of sixteen percent (16%) per annum or the legal rate of interest, whichever is less, compounded annually. The Association may bring in action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorney's fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due together with interest, costs and attorney's fees. The Association shall assign to such mortgagee

all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

xvii. Subordination of the Lien to the Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessments lien.”

4. Addition of Paragraph 22. The Declaration shall be amended by adding the following language as Paragraph 22:

“22. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the Association or amend this Declaration to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion(s) may be affected from time to time by the Declarant or Declarant's assignee by recordation with the Register of Deeds of Sarpy, Nebraska of an amendment to this Declaration and/or a separate declaration of covenants, conditions, restrictions and easements, executed and acknowledged by Declarant or Declarant’s assignee, setting forth the identity of the additional residential lots (hereinafter the “Subsequent Phase Declaration”).

Upon the recording of any Subsequent Phase Declaration which expands the residential lots, the owners of such lots, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the “Lots” for purposes of this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.”

5. Governing Law. This Amendment is made under and governed by the laws of the State of Nebraska.

6. Severability. Each provision of this Amendment and the application thereof are hereby declared to be independent of and severable from the remainder of this Amendment. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Amendment.

7. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment was made this 28th day of April, 2014.

DECLARANT:

CELEBRITY HOMES, INC., a Nebraska corporation,

2014-09019G

By: [Signature]
Chad Larsen, Vice-President

State of Nebraska)
)ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 28th day of April, 2014 by Chad Larsen, Vice-President of Celebrity Homes, Inc., a Nebraska corporation, on behalf of the corporation.

SEAL

[Signature]
Notary Public

