

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
OF FERN LAKE ESTATES, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by RML Investments, Inc., a Nebraska corporation, C & S Realty, Inc., a Nebraska corporation, and Ronn & Mary Lou Winquest, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 thru 7, Fern Lake Circle, and Outlot A, in Fern Lake Estates, a Subdivision in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of Fern Lake Estates, as well as for the maintenance of the character and residential integrity of Fern Lake Estates.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The property described as Fern Lake Circle, and Outlot A (existing tennis court area being excluded), (hereinafter referred to as "Common Area"), will be conveyed to the Fern Lake Association (hereinafter referred to as FLA) which is outlined in Article II of this Declaration. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.  
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single family lakefront residential purposes.
1. No residence, outbuilding, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house/run, pool house, mail boxes, storage shed, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Fern Lake Association (hereinafter referred to as FLA), as follows:
  - a. An owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and site plans with grade elevations showing drainage (herein collectively referred to as the "plans") to the FLA for review. Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, Owner shall notify the FLA of the Owner's mailing address.
  - a. FLA shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this

regard, Declarant intends that the Lots shall be a developed single family residential lake community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed improvement shall be exercised by FLA to promote development of the Lots and to protect the values, character and residential quality of all Lots. If FLA determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, FLA may refuse approval of the proposed Improvement.

- a. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved.
  - a. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by FLA, or to control, direct or influence the acts of the FLA with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon FLA by virtue of the authority granted to FLA in this Section, or as a result of any act or failure to act by FLA with respect to any proposed Improvement.
1. No part of any residence, structure, or building of any kind, except as hereinafter provided for Lots 1 thru 7, may be erected or maintained on any of the Lots nearer to the front street right-of way ("R.O.W,") than seventy (70) feet, nor nearer to the rear Lot line than seventy (70) feet, nor nearer to the side Lot line than twenty (20) feet.
  1. A residence designated for construction on Lots 1 thru 7 in Fern Lake Estates will be required to have the following minimum square footage; to wit:
    - (1) One story residences: 1,800 square feet of finished living area will be required on ground level. (Main floor)
    - (1) One and one-half story residences: 2,400 square feet of finished living area will be required above the basement level with at least 1,800 square feet of finished living area required on the first floor.
    - (1) Two story residences: 2,400 square feet of finished living area will be required above basement level, with at least 1,800 square feet of finished living area required on the first floor.
  - a. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any Lot shall be more than two stories in height.
  - a. Each Residence shall include at least an attached two car garage.
1. No single-family residence shall be created, altered, placed or permitted to remain on any Lot, other than one single-family dwelling, which does not exceed two stories in height.
  1. No Improvement shall be allowed, prior to the approval, and start of construction, of the primary residential structure.
  1. The roof of all Improvements shall be covered with wood cedar shingles or shakes, slate, tile,

or simulated shakes, of at least a 40 year rated composition asphalt shingle or not less than 360 pounds per square, or other material approved by FLA. The residential colors allowed shall be earth tones as approved by FLA.

1. Lot Grading / Grades
  - a. The first 30 feet from the water's edge of all Lots must remain sand.
  - a. All grades from the front line of the residence must drain to the street.
  - a. Erosion control must be maintained during the construction period and until vegetation is established on the Lot, to avoid run off of excavation and to avoid Lot grading material flowing into the lake.
  - a. No excavating material shall be spread across any Lot in such a fashion as to change the grade or contour of any Lot without prior approval of FLA.
1. Run Off / Lake Pollution – Guidelines will be adapted and monitored by FLA.
1. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot or residence as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.
1. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot.
1. No repair of any boat, automobile, motorcycle, truck, recreational vehicle, camper or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time, (other than within an enclosed garage). Nor shall unlicensed or licensed vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
1. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck, recreational vehicle, or similar chattel shall be maintained or stored on any part of a Lot (other than within an enclosed garage) for more than seven (7) days within a calendar year. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveway or streets. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking spaces for Lot owners passenger vehicles.
1. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted, except for pickup purposes. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored outside, or permitted to remain outside of any dwelling, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, Lot or common area. No clotheslines shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear or side yards.

1. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
1. All fences and landscaping must be approved by the FLA. Fence types allowed are wood, wrought iron, or those made of recycled plastic products. Chain link fences are not allowed. Fences allowed only on side yards from the front dwelling line to no nearer than 70 feet from rear Lot line. Fence height shall be a maximum of 6 feet.
1. No above ground swimming pools shall be allowed.
1. Construction of any Improvement shall be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement.
1. All driveways and driveway approaches must be constructed of concrete, asphalt, brick, paving stone, or laid stone. Should repair or replacement of such driveway or approach be necessary, the repair or replacement shall also be of concrete, asphalt, brick, paving stone or laid stone or material acceptable to FLA.
1. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, placed or permitted to remain on any Lot, except for a dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by FLA. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot.
1. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. 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 (12) inches. Lot maintenance shall be the owner's responsibility after buyers have closed the sale of their Lot.
1. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the smallest Lot on the original plat.
1. No structure of a temporary character, carport, trailer, basement, or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bathhouses, outbuildings, and storage sheds may be approved by the FLA as an Improvement, pursuant to Paragraph 2 of Article I. No structure or dwelling shall be moved from outside Fern Lake Estates onto any Lot within Fern Lake Estates.
1. No trees shall be planted within 70 feet of the rear (lake side) lot line, so as not to obstruct the lake view of the adjacent Lots. The exception to this covenant shall be along the north line of Lot 1, and the south line of Lot 7, where trees will not obstruct the lake view of adjacent Lots.

ARTICLE II.  
HOMEOWNER'S ASSOCIATION

1. The Association. Declarant has caused the incorporation of Fern Lake Estates Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "FLA"). FLA has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Fern Lake Estates including:

- a. **Common Areas and Common Facilities:** While Declarant does not intend to provide common facilities, the FLA may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and non-dedicated roads, paths, ways, entry areas and green areas; and signs and entrances for Fern Lake Estates. Common Facilities may be situated on property owned or leased by the FLA, on private property subject to an easement in favor of the FLA, or on public property.
  - a. The promulgation, enactment, amendment and enforcement of conditions, restrictions, safety rules and regulations relating to the use and enjoyment of any Common Facilities and Common Areas, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities and Common Areas 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 any Common Facility or Common Area.
  - a. The exercise, promotion, enhancement and protection of the privileges and interest of the residents of Fern lake Estates; and the protection and maintenance of the residential character of Fern Lake Estates.
1. Membership and Voting. Fern Lake Estates is divided into 7 separate residential lots (hereinafter referred to as the "Lots" or "Lot"), and Fern Lake Circle and Outlot A (hereinafter referred to as "Common Areas"). The "Owner" of each of Lots 1 through 7 Fern Lake Estates (or any re-plat thereof), shall be a Member of the FLA. For purposes of this Declaration, as well as the document titled "Fern Lake Association Conditions, Restrictions, Safety Rules and Regulations", 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 Lots 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. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each lot.

The owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the FLA.

1. Powers, Purpose and Responsibilities. The FLA shall have the powers conferred upon not for profit 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 FLA. 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, development, maintenance, repair, replacement, operation and administration of Common Facilities and Common Areas, and the enforcement of the covenants, conditions, restrictions, easements, and rules and regulations pertaining to the Lots and pertaining to the use of Common Facilities and Common Areas of Fern Lake Estates.
  - a. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, median, thoroughfares or public property within or near Fern Lake Estates.

- a. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
  - a. The expenditure, commitment and payment of FLA funds to accomplish the purposes of the FLA, including, but not limited to, payment for purchase of insurance covering any Common Area or Common Facility against property damage and casualty, and purchase of liability insurance coverage for the FLA, the Board of Directors of the FLA and the Members.
  - a. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the FLA as set forth in this Declaration, as the same may be amended from time to time.
  - a. The acquisition by purchase or otherwise, or holding, of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the FLA.
  - a. The deposit, investments and reinvestment of FLA funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
  - a. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the FLA in the performance of their duties and responsibilities for the FLA.
  - a. General administration and management of the FLA, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
  - a. 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 FLA.
  - a. The exercise of any and all rights assigned to the FLA by Declarant including but not limited to the architectural control of the Improvements constructed in Fern Lake Estates.
1. Mandatory Duties of the Association. The FLA shall repair, replace, and maintain the lake area and any amenities such as lawn, fences, signage, monuments, landscaping, recreational areas, etc. which have been, or will be, installed by Declarant or the Fern Lake Association, along or within the Common Areas of Fern Lake Estates.
  1. Imposition of Dues and Assessments. The FLA may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the FLA and shall be payable at the times and in the manner prescribed by the Board.
  1. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the FLA Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.
  1. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, 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, cost 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 charges. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the 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 dues or assessments.

1. Purpose of Dues. The dues collected by the FLA may be committed and expended to accomplish the purposes of the FLA described in Section I of this Article, and to perform the Powers and Responsibilities of the FLA described in Section 3 of this Article.
1. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed \$1,000 per Lot.
1. Assessments for Extraordinary Costs. In addition to the dues, the FLA Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any insuring, acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility or Common Area, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Five Hundred and no/100 dollars (\$500.00) per lot.
1. Excess Dues and Assessments. With the approval of sixty percent (60%) of the voting Members of the FLA, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.
1. 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 in Section 6, above.
1. Certificate as to Dues and Assessments. The FLA shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the FLA 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.
1. 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 assessments shall bear interest from the due date at the rate of fourteen percent (14%) per annum, compounded annually. The FLA may bring an action at law against the Lot owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and, in addition, pursue any other legal or equitable remedy.
1. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, land contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III.  
EASEMENTS

1. A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and

renew buried or underground storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across land abutting boundary lines of the Lots as platted and recorded.

ARTICLE IV.  
FERN LAKE ESTATES RULES AND REGULATIONS

1. Rules and regulations. In addition to the Covenants, Conditions, and Restrictions stated herein, the Declarant has established Conditions, Restrictions, Safety Rules and Regulations for the use of the Lots and Common Areas, including the Lake, by the Owners and their guests. At the time the Owner purchases a Lot, the Owner shall be bound by, the Conditions, Restrictions, Safety Rules and Regulations for the use of the Common Areas of Fern Lake Estates, as such Conditions, Restrictions, Safety Rules and Regulations are now stated and amended from time to time.
2. A current, updated copy of the Conditions, Restrictions, Safety Rules and Regulations can be obtained from the FLA, upon the request of any Lot Owner.

ARTICLE V.  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the FLA, the FLA or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, its assigns, the FLA, or by any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
1. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the owners of not less than sixty (60) percent of the Lots covered by this Declaration.
1. Declarant may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, FLA may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.
1. Invalidation of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**RML INVESTMENTS, INC.**

By: \_\_\_\_\_  
Ronn A. Winquest, President

STATE OF NEBRASKA    )





On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Dick Pierson, to me personally known, who being by me duly sworn, did say that he is the President of C & S Realty, Inc., executing the foregoing instrument, and that the instrument was signed on behalf of the corporation

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NOTARY PUBLIC IN AND FOR SAID STATE