

HIDDEN HILLS ADDITION
RESTRICTIVE COVENANTS

These covenants contained herein are declared to run with the land and shall be binding upon the present and future owners of all or any part of the following described real estate, until December 31, 2001.

Lots One (1) through Forty (40) inclusive in HIDDEN HILLS ADDITION, located in the South East Quarter (SE^{1/4}) of Section 25, Township 14 North, Range 13 East of the 6th P.M., as surveyed, platted, and recorded in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

It is the intention of the undersigned that all buildings erected in Hidden Hills Addition shall be so constructed as to blend harmoniously with the natural surroundings and that as little as possible of the natural surroundings, especially trees, shall be removed or altered during the course of construction.

1. All lots shall be used only for single family residential purposes; and, only one building for living purposes shall be permitted on one lot. Any building erected on any lot will comply with the following space limits:

- Minimum Lot Area: 12,000 square feet
- Minimum width of lot: 80 feet at a line 35 feet back from the front lot line or street lot line
- Maximum height of building: 35 feet
- Minimum front yard: 20 feet
- Minimum rear yard: 35 feet
- Minimum side yard: 3 feet, except that adjacent houses shall be at least 15 feet apart

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Minimum side yard on street side of corner: 20 feet
Maximum gross floor area ratio: 0.3
Maximum ground coverage including accessory buildings:
25 percent

Minimum off-street parking, including garage spaces and driveways: four (4) parking spaces per lot

- Minimum finished floor space by configuration:
 - Ranch: 1600 square feet (main level); 800 square feet (lower or basement level)
 - Split-entry: 1600 square feet (main level); 800 square feet (lower level)
 - Tri-level: 1800 square feet (total of main level, lower level, and upper level)
 - Multi-level: 2000 square feet excluding basement level
 - Two-story: 1100 square feet (main level); 900 square feet (upper level)

2. A five (5) foot wide strip of land adjoining all side boundary lot lines; and an eight (8) foot wide strip of land adjoining the rear boundary lines of all interior lots are hereby reserved as easements for the construction, maintenance, operation and repair of gas, electric, telephone and water facilities; provided, however, that all of such facilities shall be installed beneath the ground and that if any of the utility companies serving the area fail to utilize the said side lot easements within sixty (60) months of the date these covenants are recorded in Sarpy County, then the side lot easements shall automatically terminate and become void. Spot variances in easement width and/or location, not to exceed fifteen (15) feet are hereby automatically authorized to avoid removing a tree or trees.

3. No dwelling shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of the house on the lot of such dwelling from the signers of these covenants, their heirs, assigns or an approving committee appointed by the signers of these covenants.

4. In the construction of all dwellings, exposed foundations shall be stone or brick faced. All roofing shall be of wood shingle construction.

5. No fences shall be built or erected on any lot without the express approval of the Building Committee; except, that 11 gauge wire, or heavier, security fence may be used on any rear or side lot boundary line forming a part of the exterior boundary line for the entire development.

6. No animals other than household pets shall be kept on the property herein described, and they are not to be allowed in the area

uncontrolled, either by leash or an approved fenced enclosure.

7. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed in any lot.

8. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the appointed Building Committee.

10. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot.

11. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected; receptacles will be allowed as long as they are not exposed. No outside burning allowed. All fuel tanks must be buried beneath ground level. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash and debris.

12. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, boats, trailers, camping equipment or other machinery shall likewise be prohibited for any period consecutive or accumulated of more than 30 days in any one year. No overnight parking on the streets.

13. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans. In addition, no outbuildings of any type shall be allowed on any portion of the above described real estate, without prior written approval of the appointed Building Committee.

14. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with

the use and maintenance of any street or walkway or the unobstructed view at street intersections sufficient for the safety of pedestrians or vehicles.

15. For the protection and safety of those living in Hidden Hills Addition and for the preservation of wild life abounding therein, there shall be no discharging of firearms nor hunting with bow and arrow upon any of the property herein described.

16. Grading of lots in Hidden Hills Addition in preparation for construction of dwellings shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible. The cutting down, destruction, mutilation of any of the trees in Hidden Hills Addition during the construction of dwelling is subject to the approval of the signers of these covenants, their heirs or an approving committee appointed by the signers of these covenants.

17. If construction of the main residential structure on any lot is not completed within one year of beginning date, then the undersigned shall have the exclusive option for 60 days thereafter to repurchase said lot from the then owner of record for the same price as the undersigned originally sold such lot. Said option may be exercised by written notice mailed to the record owner of the lot at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option.

18. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

19. It shall be lawful, not only for the grantors, their successors and assigns, but also for the owner or owners for any lot or lots adjoining or in the neighborhood of the premises hereby granted, who have derived or who shall hereafter derive title from or through the grantors to institute and prosecute any proceedings, at law or in equity against the person or persons violating or threatening to violate these covenants.

DATED this 28th day of October, 1976.

WITNESS:

Walter B. Kampf

Walter J. Suhl