

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001-43051  
2001 DEC 26 A 10:54  
*Glenn J. Dowling*  
REGISTER OF DEEDS

Counter *[Signature]*  
Verify *[Signature]*  
D.E. *[Signature]*  
Proof *[Signature]*  
Fee \$ 70.00  
OK  Cash  Chg   
2003

**Hidden Hills Addition  
Restrictive Covenants**

*Recitals*

The homeowners of the Hidden Hills Addition adopted Restrictive Covenants on October 28, 1976, as renewed on September 12, 1994. The purpose of these Covenants is to maintain a desirable living environment and a natural setting, to minimize conflict and encourage a strong spirit of community, and to balance the rights of individuals with those of their neighbors and the community at large. In so doing, these Restrictive Covenants (hereinafter "Restrictive Covenants" or "Covenants") are hereby renewed and amended as follows:

**Section One. General Provisions.**

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, 2021:

Lots one (1) through Forty (40) inclusive in Hidden Hills Addition, located in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 6th P.M., as surveyed, platted and recorded in Sarpy County, Nebraska.

For the avoidance of doubt, these Covenants are applicable and binding upon all lot owners, whether the lot is unimproved or developed.

**Section Two. Building and Design Committee.**

1. There shall be a building and design committee which shall be responsible for reviewing the plans for all proposed new construction, material additions, or material modifications; ascertaining that the plans and subsequent construction meet the minimum building requirements set forth in these Covenants; and assisting property owners in achieving compliance with the building restrictions. The committee shall allow reasonable latitude and flexibility in the design of any such construction, within the guidelines and principles established in these Restrictive Covenants.

2. The building and design committee shall consist of no fewer than three (3) or more than five (5) board members (*i.e.*, directors). Membership on the committee shall be determined by a simple majority of the board members of the Hidden Hills Homeowners'

2001-43051A

Association. Board membership is open to all homeowners, which includes the owners of undeveloped lots.

3. Any property owner seeking to construct a new home or other appurtenant structure, or to materially add to or materially modify any portion of the exterior of an existing home, shall submit the plans to the building and design committee for review. A modification of the home exterior includes new or substantially differing replacement decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes any and all permanent or semi-permanent external fixture or appurtenant structures.

4. No construction, change, modification, or alteration for which plans are to be submitted to the building and design committee pursuant to paragraph 3, immediately above, shall commence until the plans and specifications of the same shall have been submitted to and approved in writing by the building and design committee as to the harmony of external design and location in relation to surrounding structures and topography, size, and such other factors as the building and design committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. The committee shall attempt to balance the individual homeowner's aesthetics, needs, and costs against these factors. The committee shall endeavor to respond promptly. In the event the building and design committee fails to approve or disapprove the design and location plan within fifteen (15) days after the plans and specifications have been submitted to it, approval will be deemed granted and full compliance with this section of the declaration will be deemed to have occurred.

5. Without limiting the factors to be considered by the building and design committee, the following restrictions shall apply:

(a) All roofing material shall be approved by the building and design committee.

(b) All driveways and parking bays shall be constructed of concrete, concrete aggregate, brick, or stone unless written approval for the use of some other material is given by the building and design committee. All garages shall be permanently attached to the home, and of consistent building materials, design, and color.

(c) Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides

2001-43051B

or harmoniously blended into the existing structure and shall be shielded in such a manner as to minimize noise and safety concerns.

(d) Siding shall be of wood, brick, stucco, stone, or combinations of those materials; and, in the case of wood and/or exposed foundations, shall be stained in natural colors or painted in earth tones.

6. The building and design committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the building and design committee shall have any liability, responsibility, or obligation, whatever, for any decision or lack of a decision, in the carrying out of duties as a member of the committee. The committee and its members shall have only an advisory function with regard to its comments on plans and specifications, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to defend and hold harmless the building and design committee and each of its members regarding any activities of the building and design committee relating to the that homeowner's property or buildings to be constructed on his or her property.

In the event the building and design committee disapproves plans on specifications, it shall endeavor to establish a constructive dialogue toward resolution and provide alternative suggestions, as well as the reason(s) for the disapproval, to the extent practicable. The homeowner may appeal the decision by submitting thirty-five (35) copies of the proposed plans and specifications, along with any supporting documentation it may desire to the committee for prompt distribution to all homeowners with a request for approval or rejection of the proposal within thirty (30) days. The committee may add any information or statements if deems appropriate to this distribution. Such an appeal may only be sustained by a two-thirds majority vote of the resident homeowners. (The term "resident homeowners", as used anywhere herein, specifically excludes those homeowners with undeveloped lots or unoccupied homes.)

7. The building and design committee, if it observes deviations from or lack of compliance with the provisions and this declaration, shall report those deviations or lack of compliance to the board of directors of the Association for appropriate action, including but not limited to legal action to enforce these Restrictive Covenants. No lawsuit will be filed by the Association without a prior or concurrent effort to obtain consensus support for the action by a two thirds majority of the resident homeowners.

2001-43051C

### **Section Three. *Building Restrictions.***

It is the intention of the homeowners 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 from highest ground

Minimum front yard: 20 feet, building to front end of lot

Minimum rear yard: 35 feet, building to rear end of lot

Minimum side yard: 3 feet, except that the adjacent houses shall be at least 15 feet apart

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: 600 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. No home shall be constructed on any building site which is not of comparable (or better) quality to existing homes in the subdivision.

3. No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any construction site.

2001-43051 D

4. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to, all painting, within sixteen (16) months from the date the construction is commenced.

5. All lot owners shall provide and maintain proper drainage to avoid storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.

6. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of Bellevue, Sarpy County, Nebraska, and any and all other governmental entities that have jurisdiction at the time of undertaking the buildings and improvements. No dwelling, house, garage, or other accessory building or part of it shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by any such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

7. The height and location of any residence, garage, or accessory building shall be designed and located so as to assist in the preservation of the views of others.

8. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building.

9. Absolutely no fences shall be constructed except after review and approval by the building and design committee; and any such approved fence shall be designed and constructed strictly in accordance with the intent and guidelines for any type of construction or appurtenance as set forth elsewhere in these Restrictive Covenants. The committee shall seek consent of all neighbors living in plain view from their homes of any portion of any proposed fence prior to making final review and approval. The presumption shall remain that Hidden Hills has always been intended a "no fences" neighborhood. Temporary plastic or wire materials necessary for the protection of plants are permissible. Fences required by law or regulation to protect an "attractive nuisance", e.g. pools and ponds, are permissible to the degree and extent they are necessary.

10. No noxious, illegal, or offensive use of property shall be permitted on any lot, nor shall anything be done on it that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any

description, nor shall the premises be used for any other purpose whatever except for the purpose of providing a private, single-family residence.

11. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, dumping, or other unsightly objects shall be maintained or allowed on any lot. All buildings and appurtenances shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

12. No vehicle (e.g. boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle), or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage, except for temporary storage for a period not to exceed seven (7) consecutive days in duration, with such temporary events not to occur more than eight (8) times in any one calendar year. Operable and licensed automobiles in regular or seasonal use by resident immediate family members may be parked in the driveway, adjacent to the home, in the event the garage is otherwise occupied by serviceable vehicles (as defined above). Overnight parking of vehicles on the street shall be limited to the same extent, except for snow and ice emergencies.

13. Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs, and other similar growth. Prior to the removal of any live trees eight (8) inches in diameter or more, as measured at a point four (4) feet above the ground, the property owner shall submit specific plans for such removal to the building and design committee for the committee's approval. The design of all structures shall attempt to save such trees, except to the extent that they may become dangerous or hazardous or impede proper drainage of the lot. If any such tree is removed without approval of the building and design committee, the property owner, on order of the board of directors of the Association, will replace the tree with a reasonable and practicable replacement tree or other vegetation as approved by the building and design committee, or, if replacement is impossible, pay the Association \$1,000 for each such tree. Homeowners shall not require committee approval to remove trees which are diseased or otherwise unhealthy and at risk of dying; dead; constitute a safety hazard to persons or property; significantly encroach on building; or those trees whose removal is required by a utility, or by a governmental entity or regulatory agency.

14. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes.

2001-43051F

15. No discharge of firearms or use of bow and arrow shall be permitted.

**Section Four. *General and Special Assessments for Association.***

1. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay to the Association annual assessments and special voluntary assessments for capital improvements as provided in this Section Four. Such assessments shall be fixed, established, and collected from time to time as provided in this declaration. For the avoidance of doubt, each such assessment shall apply only once homeowner, regardless of the number of lots owned.

Unless changed by a vote of two-thirds (2/3) of the resident homeowners, the annual assessment for any lot in the subdivision shall be that amount last approved by two-thirds (2/3) of the directors of the Association. Annual assessment increases shall be capped at no more than twenty percent (20%) per year.

On the vote of the members of the Association in the same manner as set forth above, the Association may levy, in addition to annual assessments, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement or capital improvements on the common properties in the subdivision or costs of legal action by the Association to enforce these covenants. The Association shall seek a vote prior to requesting special assessments. All special assessments shall be strictly voluntary.

Written notice of the meeting called for such special assessment purposes shall be sent to all members of the Association at least ten (10) days in advance of the date of the meeting, setting forth the purpose of the meeting. The Association shall seek to competitively let all capital improvement projects to the extent practicable.

2. It shall be the duty of the Association to notify all owners or contract purchasers of lots within the subdivision, whose addresses shall be supplied to the Association, by sending written notice of each of the owners, giving the amount of the assessments for the current year.

2001-430516

3. Any annual assessment levied as set forth in this declaration, shall be a personal obligation of the owner of the property on the date when the assessment is due. The Treasurer shall send out a reminder notice to the homeowners.

Ninety (90) days after the date any such annual assessment has been fixed and levied, the Treasurer shall compile a list of homeowners who have not paid the annual assessment, and this list shall be circulated to all homeowners. Special assessments shall be considered voluntary. All bookkeeping records for the Association shall be maintained by the Treasurer, and available for inspection upon prior written request by any homeowner.

In the event legal proceedings are commenced to collect any annual assessment, or if the services of an attorney are retained by the Association in connection with same, the nonpaying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorneys' fees, which costs and fees shall become a portion of the assessment.

4. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents in the subdivision and, in particular, for the improvement and maintenance of property, service, and facilities devoted to the above-stated purpose and related to the use and enjoyment of the common properties and of the homes situated in the subdivision. Without limiting the generality of the above statement of purpose, the assessments shall be first, and primarily applied by the Association to the payment of the costs to:

(a) Enforce any and all building and land-use restrictions that exist as of the date of this declaration or which may be lawfully imposed on or against any of the property in the subdivision.

(b) Maintain the entranceway and amenities and improvements on it as provided in this declaration.

**Section Five. *Miscellaneous Provisions.***

1. Each owner, by purchasing any lot in the subdivision, shall automatically become a member of the Association and shall be bound by the terms and conditions of this declaration, the articles and bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under the articles and bylaws.



2001-43051 H

2. On transfer, conveyance, or sale by any owner of all of his or her or its interest in any subdivision lot, the owner's membership in the Association shall cease and terminate.

3. Each lot owner or lot purchaser, on the purchase of the lot, shall immediately notify the Association of the owner's name and address.

4. By written consent of two-thirds (2/3) of the resident homeowners, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner.

5. The restrictions set forth in this instrument shall operate as Covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Hidden Hills Addition, and such persons are specifically and individually given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate the restrictions, and to recover any damages suffered by them from any violation of the restrictions.

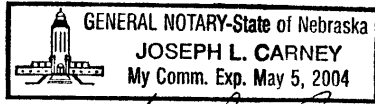
6. The above-stated Covenants shall be binding on the above-described property conveyed by this deed and the owners of such property until December 31, 2021, and may be extended thereafter, in whole or in part, upon notice to all homeowners within the subdivision, by a two-thirds (2/3) majority vote of the resident homeowners. Such homeowners may effect such an extension by executing and acknowledging an appropriate agreement or certificate to that effect and filing same for record in the office of the Register of Deeds for Sarpy County, Nebraska prior to the expiration of the Covenants sought to be renewed. Filing of such instrument shall be effective to renew any and all Covenants, or portions thereof, contained in this instrument that may be so specified in the instrument, and to remove any others of the Covenants not so specified.

7. Invalidity 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 reserve the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deem it necessary or advisable in unusual circumstances or to prevent hardship, without implying or creating any further waiver.

In witness whereof, the undersigned, acting as the President, Vice President, and Secretary/Treasurer of the Hidden Hills Homeowners' Association, Incorporated do solemnly swear or affirm that these renewed and amended Restrictive Covenants have been

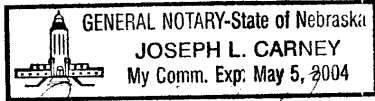
2001-430512

approved by thirty-one (31) of thirty-two (32) resident homeowners, and have caused this declaration to be executed at Bellevue, Nebraska on the date indicated below.



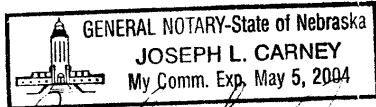
*Joseph L. Carney*

By: *B W B*  
Name: Bruce W. Ballai  
Title: President  
Dated: 12/12/01



*Joseph L. Carney*

By: *C Pearl*  
Name: CAROL PEARCE  
Title: Vice President  
Dated: 12/12/01



*Joseph L. Carney*

By: *Waldon Johnson*  
Name: Waldon L. Johnson  
Title: Treasurer  
Dated: 12/12/01