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DOUGLAS COUNTY, NE



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DECL. ...
LIT. # 538
MI-16224
MI-16223
W.P.B.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN RIDGE ADDITION
LOTS 1 THROUGH 11 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by ROSE MARY PETTEGREW, TRUSTEE, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 2 through 11, inclusive, in Hidden Ridge Addition, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lot 1, in Hidden Ridge Replat I, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth. NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, in Hidden Ridge Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including lots and outlots.
- D. "Declarant" shall mean and refer to ROSE MARY PETTEGREW, Trustee, her successors and assigns.

7A-32433

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II.
ARCHITECTURAL CONTROL.

A. No dwelling, structure, accessory building, fence, other than fences constructed by Declarant, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, TV dish, solar collection devices, air conditioning equipment, wind-generating equipment, or other external improvements, above or below the surface of the ground, shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without the prior written consent of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color, architectural character, harmony of external design and location in relation to the surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Similar designs, forms, plans, styles or motifs will be considered repetitive if they are not separated by at least three adjacent lots regardless of orientation. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above mentioned improvements which it determines will not conform to the general character plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvements may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and action of the Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Committee the following materials and/or drawings:

1. Site plan indicating specific improvements, with lot #, street address, grading, surface drainage and sidewalks.
2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stairs and fireplace sections and exterior elevations clearly indicating all flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material.

D. The approval or disapproval of the Architectural Control Committee as required in the in these Covenants shall be in writing. Failure of the Committee to give either written approval or disapproval within (30) days after receipt of all documents

required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall constitute approval of such plans.

ARTICLE III
RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

- A. The Lot shall be used only for single family residential dwelling purposes except home businesses allowed by City of Omaha zoning. No lot shall contain more than (1) detached, single family dwelling.
- B. No building shall be created, altered, placed or permitted to remain on any lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

TYPE OF DWELLING	MINIMUM SF	LOCATION OF AREA
1. One story house with attached garage	1,600 SF	Main floor footage exclusive of garage areas (garages must be approximately at the same level as the main floor)
2. 1 1/2 and 2 Story	2,000 SF	Main floor minimum of 1,200 SF.
3. Split level, bilevel trilevel, multilevel, etc.	Committees, discretion	

C. For the purpose of these restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements and garages. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is 100% above grade on one side, and essentially below grade on the other (3) sides. All dwellings shall have a minimum attached, enclosed, side-by-side, two(2) car garages or more with a minimum of (400) SF.

D. All buildings shall be located at least thirty-five (35) feet from the front Lot line, at least seven (7) feet from the side Lot line and at least twenty-five (25) feet from the rear Lot line. On corner Lots, either street side may be designated as the front, and either nonstreet side as the rear, for purposes of determining compliance herewith, but buildings must be at least seventeen and one half (17.5) feet from the other street side Lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay fired brick or natural stone even if a portion of the exposed foundation is perpendicular to the street. Exposed portions of the foundation on the side of each

dwelling facing the street, when said dwelling is on a corner lot are to be covered with clay-fired brick or natural stone. Exposed portions of the foundation on the sides, or rear, of a dwelling not facing a street shall be covered with clay-fired brick, natural stone, siding or shall be painted.

F. In the event that a fireplace is constructed as a part of a dwelling on any lot, and said fireplace chimney is exposed to the front street or side street on corner lots, it shall be covered with clay-fired brick or natural stone. If the chimney is on the rear of the dwelling even on a corner lot it may be covered in the same manner as the dwelling.

G. No fences may be built forward of the rear-most wall of the dwelling and, under no circumstances, closer to any adjoining side street than the property line. Fences shall be constructed only of wood, decorative iron or brick or stone. The existing chain link fence at the rear of Lot 6 is grandfathered and is acceptable. All fences are subject to approval by the Architectural Control Committee. Temporary or permanent barbed wire, electrified or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built dwelling or dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwelling or log house shall be erected on any of said Lots.

I. No primary flat or mansard roofs shall be allowed on any dwellings. All dwellings shall be roofed with wood shakes or wood shingles, asphalt or fiberglass shingles or clay tiles.

J. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the completion of the dwelling and before occupancy thereof. The extent of sidewalks, locations, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

K. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to neighboring buildings or lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals of any kind shall be bred, raised or kept on any Lot except that dogs and cats, and other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and not be permitted to run loose outside of their Lot.

M. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash cans or containers shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except for times of ingress or egress. No clothesline shall be permitted outside of any dwelling at any time. All exterior air

conditioner condensing units or heat pump units shall be placed in the designated sideyard or rear yard of the dwelling. Detached accessory buildings are **not** permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage, for seven (7) consecutive days. All repairs and maintenance work done on any vehicle etc., must be done inside the garage. The dedicated street right-of-way located between the pavement and the lot line of any lot shall not be used for parking of any kind. Automobiles parked on the premises where allowed or on the adjoining street must be in operating condition.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main dwelling intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant lots, where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to; odors, dust, glare, sound, lighting, smoke, vibration or radiation.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

T. No dwelling shall be occupied by any person or persons as a dwelling until the construction of such dwelling has been completed and a final inspection by the City of Omaha has been received.

U. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to the Declarant, or its agents, in the development of Hidden Ridge Addition.

V. No driveway shall be constructed of gravel, crushed rock or any other material except concrete, brick or asphaltic concrete.

W. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, unless the resulting parcel shall contain at least as much area as the smallest of the Lots used in assembling the resulting parcel.

X. The front, side and rear yards of all Lots shall be sodded within one year after construction on the dwelling is initiated, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the

lot line. All yards shall be sodded and the trees planted within four (4) months from the date the dwelling was completed.

ARTICLE IV.
EASEMENTS AND LICENSES.

A. A Perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications Co., the City or County franchised Cable company, and to Omaha Public Power District, their successors, and assigns, to erect, operate, maintain, repair and renew their respective materials and lines under an 8-foot strip of land adjoining the rear boundary lines and a 5-foot strip of land adjoining the side boundary lines of said Lots, license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said Lot line easement is granted upon the specific condition that if any of said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereinafter removed without replacement within 60 days after their removal, the this Lot line easement shall automatically terminate and become void as to such unused or abandoned easements. No permanent buildings shall be placed in perpetual easements, but the same may be used for gardens, shrubs, landscaping and other purposes that do not the or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable TV and electric power service lines from the property line to the dwelling shall be underground.

ARTICLE V.
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by 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.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, and at the end of such 25 year period, these covenants shall automatically renew for successive (10) ten year periods unless a written amendment executed and acknowledged by (75%) percent of the then Lot owners is recorded terminating these covenants. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety (75%) percent of the Lots covered by this Declaration.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

D. The Declarant shall have the right to assign the authority and appoint one or more persons or Lot owners as the Architectural Control Committee.

The Declarant hereby appoints as the Architectural Control Committee:

Robert P. Pettegrew
220 No. 129th Street
Omaha, Ne. 68154
402-333-8087

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed
this 3rd day of May 1995.

DECLARANT: Rose Mary Pettegrew, Trustee

Rose Mary Pettegrew, Trustee

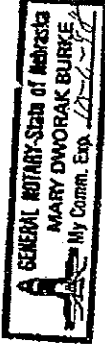
STATE OF NEBRASKA }
 } ss.
COUNTY OF DOUGLAS }

On this 3rd day of May 1995, before me the undersigned, a Notary Public in and for said County and State, personally came Rose Mary Pettegrew, Trustee, known to me to be the identical person, and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and official seal the day and year last written above.

Mary Dvorak Burke
Notary Public

My Commission Expires 10-6-98



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS