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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND DEDICATIONS
FOR
HIDDEN TIMBERS ESTATES,
A SUBDIVISION IN SAUNDERS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by **WEST LIMITED L.L.C., a Missouri Limited Liability Company**, (hereinafter, "Declarant").

PRELIMINARY STATEMENT

WHEREAS, Declarant is the owner of certain real property, more particularly described as Lots 1 through 9, Hidden Timbers Estates, a subdivision located in the South Half of the Southwest Quarter of Section 34, Township 17, Range 8, as surveyed, platted and recorded in Saunders County, Nebraska (hereinafter, "Hidden Timbers Estates" or "Properties"), and Tracts 1 through 4, (hereinafter collectively referred to as "Tracts" and individually as "Tract"), as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Declarant, desires to provide for the preservation of the values and amenities of Hidden Timbers Estates, for the maintenance of the character and residential integrity of Hidden Timbers Estates, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Hidden Timbers Estates. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Hidden Timbers Estates, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowners Association for the general use, benefit and enjoyment of the members of the Homeowners Association; and

WHEREAS, Declarant desires to subject the real property aforescribed to covenants, conditions, restrictions, easements, and dedications hereinafter set forth, which is for the benefit of the property and each owner thereof;

WHEREAS, Declarant desires that Tracts 1 through 4, as described on Exhibit "A", be subject to the covenants, conditions, restrictions, easements, and dedications hereinafter set forth only as they apply to street and road maintenance assessments only and specifically desires that the remaining land use restrictions not apply to these Tracts; and

WHEREAS, Declarant has incorporated under the laws of the State of a nonprofit corporation, known as, HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that each and all of the Lots of Hidden Timbers Estates and the Tracts shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and dedications (hereinafter, "Protective Covenants") 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 Protective Covenants shall run with such Lots and Tracts and shall be

binding upon all parties having or acquiring any right, title or interest in each Lot or Tract, or any part thereof, as is more fully described herein. The Lots and Tracts, and each Lot and Tract, is and shall be subject to all and each of the following conditions and other terms.

ARTICLE 1
DEFINITIONS

Section 1.1. "Association" shall mean and refer to HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns. Every person or entity who becomes a titleholder in any Lot or living unit within the Properties shall be a member of the Association. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member

Section 1.2 "Properties" shall mean and refer to that certain real property described Lots 1 through 9, Hidden Timbers Estates, a subdivision located in the South Half of the Southwest Quarter of Section 34, Township 17, Range 8, as surveyed, platted and recorded in Saunders County, Nebraska, and such additions thereto as my hereafter be brought within the jurisdiction of the Association.

Section 1.3 "Streets and Easements" shall be those areas designated in the survey and plated as streets and easements and such other areas as shall hereafter be designated or deeded to the Association as Common Areas.

Section 1.4 "Lot" shall mean and refer to any land platted and designated as a site for a single-family residence as shown upon any recorded subdivision map of the Properties. There are currently nine (9) Lots.

Section 1.5 "Tract" shall mean and refer to that certain real property described as Tracts 1 through 4, on Exhibit "A." There are currently four (4) Tracts.

Section 1.6 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation (mortgagees) or the record owner, whether one (1) or more persons or entities, of the fee simple title to any Tract.

Section 1.7 "Declarant" shall mean and refer to WEST LIMITED L.L.C. a Missouri Limited Liability Company, its successors and assigns if such successors or assigns should at any time acquire all the remaining right, title and interest of the same in and to the "Properties" as herein defined.

Section 1.8 "Member" shall mean and refer to every person or entity who holds membership in the Association. The Association shall have two classes of membership:

Section 1.8.1 "Class A membership" shall include all members of the Association except Declarant and any successor in interest. Each Class A member of the Association shall be entitled to all the rights of membership and to one (1) vote for each Lot in which the interest requisite for membership is held. However, no more than one (1) vote shall be cast with respect to any Lot or living unit.

Section 1.8.2 "Class B membership" shall include only Declarant and any successor in interest. The Class B member shall be entitled to four (4) votes for each Lot or living unit in which the interest requisite for membership is held. However, the Class B membership shall be converted to Class A membership upon conveyance of all the Properties to individual titleholders other than Declarant, provided that Declarant may convey Lots within the Properties to a successor who shall succeed Declarant and continue as the Class B member if the intent to transfer Declarant's status and Class B membership in the Association is clearly manifested in the deed conveying such Lots.

Section 1.8.3 The Owner(s) of the Tracts shall be included as a member of the Association for purposes of street maintenance assessments as set forth in Article 4.

The Owner(s) of Tracts shall be given a one-half (1/2) vote per Tract during all votes taken regarding maintenance assessments associated with Hidden Timber Drive. Should one (1) or more of Tracts 1 through 4 be subdivided into individual lots five (5) acres or smaller, each individual lot within the Tracts shall be given a one-half (1/2) vote regarding street maintenance assessments.

Section 1.9 "Architectural Control Committee" shall mean the Board of Directors of the Association or such other Committee appointed and designated by the Board to exercise the authority, functions and duties as set forth in Article 5.

ARTICLE 2 HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION

Section 2.1 Declarant shall cause the incorporation of HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION, INC., a Nebraska Nonprofit corporation (hereinafter referred to as the "Association"). Every owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and shall not be separate from ownership of any Lot. The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the Lot Owners within property, including, but not limited to the following:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of roads, easements, and common areas for the general use, benefit and enjoyment of the Owners.
- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the common area, or any portion thereof, not inconsistent with this Declaration, provided always that such rules and regulations are uniformly applicable to all Owners. The rules and regulations may permit or restrict the use of the common area by Owners and 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 areas.
- (c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Properties, and the protection and maintenance of the residential character of the Properties.
- (d) All powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, and any amendments thereto, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the association not inconsistent with this Declaration.

Section 2.2 The Association shall have all powers conferred by operation of Nebraska State Law.

Section 2.3 The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing construction, reconstruction, surveying, maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

Section 2.4 Nothing contained herein shall prohibit to any Owner the right of ingress and egress over the roads, to include the dedicated roads, and the roads created by easement, owned by the Association and/or its successors or assigns, to include, but not be limited to, the Association, to the Owner's Lot.

Section 2.5 Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Owner shall mean and refer to the record Owner whether one (1) or more persons or entities having a fee simple title to any Lot situated upon the Properties. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. The Declarant shall hold Class B Membership until all Lots owned by the entity are sold.

Section 2.6 The Association shall have voting membership. All members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. All other voting shall be in accordance with Section 1.7 of Article 1,.

ARTICLE 3 DEDICATION

The streets and easements as shown on the plat of HIDDEN TIMBERS ESTATES previously recorded in the office of the Register of Deeds of Saunders County, Nebraska, have been dedicated for the public use. A perpetual license is further granted to HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION, INC., a Nebraska Nonprofit corporation, and Omaha Public Power District and any other utility company, their successors and assigns, to erect, install, operate, maintain, repair and renew, water service, telephone service, electric service and the necessary cables, pipes, conduits and poles and other necessary equipment over, upon, or under those areas of land labeled utility easements as set forth on the plat and utility easement of HIDDEN TIMBERS ESTATES, as previously recorded in the office of the Register of Deeds of Saunders County, Nebraska.

Every Owner shall have the right to the use of the any property which is transferred to HIDDEN TIMBERS ESTATES HOMEOWNERS ASSOCIATION, INC. in accordance with its Articles of Incorporation and Bylaws, subject to:

- (a) The right of the Association to borrow money for the purpose of maintenance and improvement of the streets.
- (b) The right of the Association to dedicate or transfer all or any part of the streets to any public agency, authority or utility for the purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3rds) of each class of members present and voting at a meeting duly called for that purpose and agreeing to such dedication or transfer has been recorded and unless written notice of the time and purpose of the meeting called for that purpose has been given.
- (c) Until such time as the streets may be transferred to a public agency, authority or utility, the Association shall have the responsibility of maintaining, in all respects, those streets transferred to it.
- (d) Declarant WEST LIMITED, L.L.C., its successors and assigns, reserves unto themselves an easement to use so much of the north-south portion of Hidden Timber Drive as is necessary to provide future access to Tracts 1 through 4, adjacent to the Subdivision and owned by them in the event the remaining property shall be platted and/or subdivided.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties and Tract, hereby covenants, and each Owner of any Lot or Tract, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees incurred in collection of the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his, her or their successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the common area's streets, signs, lighting, any landscaping and other features the Board of Directors deems necessary to provide for welfare of the residents of the Properties.

Section 4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00). Assessment of Tracts 1 through 4 is set forth in Section 4.7.

Section 4.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Six Percent (6.0%) above the maximum assessment for the previous year without a vote of the Members.

Section 4.3.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Six Percent (6.0%) by a two-thirds (2/3rds) vote of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4.3.3 The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement upon the streets and common areas, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of Two Thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. For purposes of this section, capital improvements shall be defined as any necessary utility and street improvements. The Tracts are only subject to their proportionate share of Thirty-Five Percent (35.0%) of the amount assessed against the Lots (representing their use of Hidden Timber Drive).

Section 4.5 Notice and Quorum for Any Action Authorized under Sections 4.3 and 4.4 of this Article. Written notice of any meeting called for that purpose of taking any action authorized under Sections 4.3 and 4.4 of this Article shall be sent by first class mail or electronically to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60.0%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding

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meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Lots; provided that the rate set for the Lots owned by Declarant shall be fixed at one-third (1/3) the assessment rate for the other Lots. These assessments may be collected on a monthly, quarterly, semi-annual or annual basis as designated by the Board of Directors.

Section 4.6.1 Exception to Uniform Rate of Assessment. In the event that any two (2) or more Lots are owned by the same Owner, and the Owner elects to build only upon one (1) of the Lots, then the Owner may make a revocable election to combine said Lots and pay one (1) assessment for the Lots in exchange that Owner will have only one (1) vote despite the number of Lots owned.

Section 4.7 Assessment of the Tracts. Each acre of Tracts 1 through 4, currently owned by Declarant, used for farming purposes, and located to the north of the platted lots of Hidden Timbers Estates, shall be subject to an annual assessment of Ten Dollars (\$10.00) per acre for street and road maintenance associated with the farm's use of Hidden Timber Drive. The Tracts should not be subject to any other assessments, either annual or special, beyond the Ten Dollar (\$10.00) per acre, excluding cost of living and inflation adjustments based on the Tracts' use of Thirty-Five Percent (35.0%) of Hidden Timber Drive—that used portion being the street running North to South and not that running Southwest to Northeast. Should one (1) or more of the Tracts be sub-divided into residential parcels smaller than five (5) acres in size, each individual lot of the Tracts will be required to pay one-half (1/2) of the annual assessment assessed against Lot Owners. Should a Tract be sub-divided into parcels greater than five (5) acres in size, each individual lot of the Tract shall be subjected to an annual assessment of Ten Dollars (\$10.00) per acre

Section 4.8 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots and Tracts on the first day of the month following the purchase of a Lot or Tract by an individual, entity or organization other than the Declarant. The first annual assessment for each Lot or Tract shall be prorated according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each Lot or Tract, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent by first class mail or electronically to every Owner subject thereto. The due dates shall be established by the Board of Directors. Unless otherwise specified, payments of the annual assessment are due on or before January 15 of each year, excluding payments for *pro rata* assessments. Payments made after January 15 will be assessed a late fee of Ten Percent (10.0%) with an additional Five Percent (5.0%) late fee due for every month the assessment remains unpaid. A *pro rata* assessment shall be due within thirty (30) days of closing on said Lot or Tract. Payments not made within thirty (30) days will be assessed a late fee of Ten Percent (10.0%) with an additional Five Percent (5.0%) late fee due for every month the assessment remains unpaid.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 4.9 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Seven Percent (7.0%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of Owner's Lot.

Section 4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.11 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (2) Streets and easement areas as defined herein.

ARTICLE 5 ARCHITECTURAL CONTROL

Section 5.1 Approval Process. No building, fence, wall, structure or other improvement of any type or description shall be constructed, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any tree or other substantial landscaping in any location be altered, maintained, built, constructed, erected, installed or planted until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. No exterior changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of Declarant or its written designee. Any changes after approval and consent of the original plans must be submitted in writing. Declarant or its written designee reserves the sole right to approve or reject any building plans if, in its opinion, either the size, materials, design, exterior color or plot plan do not conform to the general standard and value of development in the area. Written approval or disapproval of changes to original plans shall be given within fourteen (14) days after receipt by Declarant or its written designee. Declarant shall not be responsible for any structural defects in the plans or specifications in any building or structure erected according to the plans and specifications.

Section 5.2 Default Approval. In the event said Board of Directors, or its designated Architectural Control Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

Section 5.3 Vote for Approval. A majority vote of the Board of Directors or its designated committee is required for approval or disapproval of proposed improvements.

Section 5.4 Recordkeeping. The Board of Directors or its designated committee shall maintain written records of all applications submitted to it and of all actions taken by it.

ARTICLE 6 USE RESTRICTIONS AND EASEMENTS

Section 6.1 Residential Nature. All lots covered in this Declaration shall be used only for residential purposes, except such Lots as may be hereinafter conveyed or dedicated by the undersigned for public uses.

Section 6.2 Noxious/offensive Trade or Activity. No noxious or offensive trade or activity shall be carried on upon any Lots covered by this Declaration nor shall anything done thereon that may be or become an annoyance or nuisance to the neighborhood. Said Lots shall not be used in any way or for any purpose that may endanger the health or reasonably disturb the quiet of any owner of adjoining lands.

Section 6.3 Basic Structure Requirements.

Section 6.3.1 No more than one (1) main residential structure may be erected upon any one (1) Lot as originally platted, provided however, that parts of two (2) or more private Lots may be combined into one (1) building plot if the plot is at least equal in size to the largest of said Lots as originally platted. No Lot as originally platted shall be used as a building plot if it has been reduced below Seventy Percent (70.0%) of its original platted size.

Section 6.3.2 All Lots shall be used exclusively for single-family residential dwellings and purposes. Only one (1) residence shall be constructed on any such Lot, and single-family dwellings only shall be permitted. Home-based businesses are permitted, as long as the business operations are maintained inside the home or outbuilding.

Section 6.3.2.1 For one-story structures on Lots, the ground floor enclosed living area of the main residential structure, exclusive of open breezeways, basements and garages shall not be less than one thousand four hundred square feet (1,400sqft) minimum size.

Section 6.3.2.2 For two-story structures on Lots, the ground floor enclosed living area of the main residential structures, exclusive of open breezeways, basements and garages shall not be less than one thousand three hundred and fifty square feet (1,350sqft) and with the total living area of both stories not less than one thousand seven hundred and fifty square feet (1,750sqft) total minimum size.

Section 6.3.3 Each dwelling shall also have an attached private garage not less than six hundred and seventy-two square feet (672sqft), and each garage door that provides vehicle access thereto shall be equipped with an electric garage door opener.

Section 6.3.4 A minimum of Forty Percent (40.0%) of the exposed front walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, or other material approved by Declarant.

Section 6.3.5 Chimneys of all fireplaces on the exterior of any single-family residence constructed on any Lot shall be faced with brick, simulated brick, stone, stucco or siding and equipped with spark arrestors.

Section 6.3.6 Up to two (2) outbuildings may be constructed on each Lot. Size shall be determined by the County based on previous residential and outbuilding sizes. Outbuildings must be placed behind or beside the main residential structure. All plans for design and placement of outbuildings must go before the Architecture Committee as set forth in Article 5. No galvanized siding will be allowed.

Section 6.3.7 No galvanized siding will be allowed on the exterior of any single-family residence or outbuildings located on the Lots.

Section 6.4 Restricted Buildings. No house trailer, basement tent, shack, barn or other outbuilding shall be built, erected or placed upon any Lot covered by this Declaration.

Section 6.5 Construction/Reconstruction Requirements. No existing structure shall be moved onto any Lot except that temporary structures may be used for storage of tools and materials during construction of homes. All approved construction shall be completed within twelve (12) months of start of construction, other than force majeure. In cases of force majeure, reconstruction must not be completed within twelve (12) months of the peril; however, debris must be removed from the property within a reasonable

timeframe. At all times, including during the construction of a house or improvements on the property, Owner shall keep a container on the property and cause all building materials, wrappers, and other waste to be placed in the container. Roll-offs and other similar trash containers shall not be allowed to be on the premises for any continuous time period exceeding thirty (30) days, with the exception of during construction. Each Lot Owner shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard, which is on the property or has been distributed upon neighboring properties.

Section 6.6 Septic Tanks. Where septic tanks are used, they shall be maintained in good condition, and laterals buried in such manner that there will be no surface drainage onto other Lots and will be constructed so as to comply with regulations established by the Nebraska Department of Health. Septic's lateral set back is seventy-five feet (75ft) from all Lot lines.

Section 6.7 Plantings. Upon completion of the residential structure, each Lot must be seeded, or sown in grass or sodded. Each Lot Owner is responsible for controlling the growth and spread of noxious weeds on his or her property including the strip next to and behind any fence. All weeds must be cut before they exceed sixteen inches (16in). In the event a Member fails to control such growth, the Association may cause the weeds to be controlled through mowing or spraying, in which event the charges incurred therefore shall be added to and become a part of the Lot Owner's annual assessment. Nonpayment of such assessment will result in the filing of a lien against the property and be subject to such other enforcement and collection privileges as other assessments that are lawfully made by the Association.

Section 6.8 Driveways, Curbing and Culverts. Driveways and curbs shall be constructed so as not to interfere with drainage in any adjacent street. The Lot Owner shall, at his own expense, install and maintain the necessary culvert or spillway for driveway purposes at the correct level in the ditch which separates his property from the road.

Section 6.9 Propane Tanks. Propane tanks are allowed and place behind the front of the house and thirty-five feet (35ft) from any side property line.

Section 6.10 Recreational Vehicles. No camping trailer, travel trailer, boat trailer, motorboat, houseboat, sailboat, motorhome, truck or other recreational vehicle may be maintained, stored or kept outside on any of the Lots covered by this Declaration for more than one hundred eight (180) days in any one (1) calendar year; unless housed completely within a structure allowed on said Lots by other provisions contained herein.

Section 6.11 Vehicle Repair. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of seventy-two (72) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot or any road within the Subdivision.

Section 6.12 Building Materials. Unused building materials, junk or rubbish shall not be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

Section 6.13 Animals. No animals of any kind (excepting ordinary house pets) shall be kept or maintained on Lots covered by this Declaration. Each Lot can have no more than three (3) adult dogs or cats. Horses are allowed at the County Zoning rates.

Section 6.14 Advertising. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than sixteen square feet (16sqft) advertising a Lot as "For Sale" or garage sale. Business activities are permitted within residences, but no advertising sign of any kind or nature shall be permitted within the confines of the Properties " in connection with said business. Additional signage may be permitted for up

to forty-eight (48) hours in order to advertise family functions such as birthdays, graduations, reunions and the like.

Section 6.15 Visibility of Utilities and Maintenance. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road, or Lot. No clotheslines shall be permitted outside of any dwelling at any time except one (1) retractable clothesline per Lot.

Section 6.16 Antenna, Satellites, Etc. Exterior antenna, satellite viewing or receiving stations, or discs or dishes of any sort shall be permitted on any Lot, provided, however, receiving discs not to exceed eighteen inches (18in) in diameter are permitted so long as they are discreetly hidden. No radio antenna permitted.

Section 6.17 Lot Subdivision. No Lot may be subdivided.

Section 6.18 Driveway Entrances. All driveway entrances to Lots must be concreted at least six (6) inches thick with rebar from the hard surfaced road to the front of the Lot's property line. For reference, see Exhibit "B".

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Additions and Reductions to Properties. The Declarant may add additional contiguous or adjacent real estate to the Properties at any time within fifteen (15) years of the filing of this Declaration. Additions shall be made by the execution and recordation of Protective Covenants upon the additional real estate. After fifteen (15) years have elapsed from the filing of this Declaration, additional residential property, streets and common areas may be annexed to the Properties with the consent of Sixty Percent (60.0%) of each class of Members.

In the event that Lot 2 is purchased simultaneously with Tract 1, then the Lot Owner may elect to withdraw from the Subdivision with the unanimous consent of the Class B Membership; provided, however, that such withdraw shall also be contingent on the Lot Owner obtaining the appropriate city, county, and state authority for such withdraw and Lot Owner shall be held solely responsible for any costs associated with said withdrawal.

Section 7.2 Governing Law. This document, known as Protective Covenants of Hidden Timbers Estates shall be governed by the laws of the State of Nebraska.

Section 7.3 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity, all covenants, conditions, restrictions, easements, dedications, liens and charges now or hereafter imposed by the provisions of this Declaration. No delay or omission on the part the Declarant, the Association or by the owners of other Lots in the premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, restrictions, easements or dedications herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of actions shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant for or on account of its failure to bring any actions on account of any breach of these Protective Covenants or for imposing restrictions herein which may be unenforceable by Declarant.

Section 7.4 Severability. Invalidation of any one (1) of the foregoing Protective Covenants by judgment or court order shall in no wise affect any other provisions that shall remain in full force and effect.

Section 7.5 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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Section 7.6 Binding Nature. The Protective Covenants of this Declaration shall run with and shall be binding upon and enforceable by Declarant, the owners, all persons claiming under the owners and their respective heirs, personal representatives, successors and assigns for a term of thirty (30) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. The term "lot owner" or Owner as used in this instrument means only the Lot owner for the time being of premises described herein so that in the event of any sale of such premises, the former Lot owner shall be and hereby is freed and relieved of the covenant and obligations created hereunder. The provisions of this instrument however, shall fully bind the subsequent Lot owner of such premises. The enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision or provisions thereof. Such proceedings may be to restrain such violation or to recover damage.

Section 7.7 Termination/Amendment. The Declaration may be terminated or amended during the first twenty (20) year period by an instrument signed by Owners of not less than Seventy-Five Percent (75.0%) of the Lots, and thereafter by an instrument signed by Owners of not less than Sixty Percent (60.0%) of the Lots; provided that Declarant may, within ten (10) years of the date of this instrument, amend this Declaration without the consent of all members. Any amendment must be recorded.

DATED this 5th day of February, 2018.

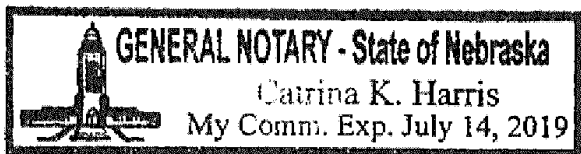
**WEST LIMITED L.L.C., a Missouri
Limited Liability Company, Declarant.**



By: ROGER E. HARDERS,
Managing Member

STATE OF NEBRASKA)
)ss.
County of Saunders)

Before me, a Notary Public qualified for said County, personally appeared ROGER E. HARDERS, Managing Member of WEST LIMITED, L.L.C., a Missouri Limited Liability Company, known to me to be identical person who signed the foregoing instrument and acknowledged the execution there of to be his voluntary act and deed and the voluntary act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Notary Public

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LEGAL DESCRIPTIONS:

TRACT 1:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 34, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE N00°14'36"E (ASSUMED BEARING), ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 560.87 FEET TO THE POINT OF BEGINNING; THENCE S89°53'58"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE WEST LINE OF LOT 2, HIDDEN TIMBERS ESTATES; THENCE N00°14'36"E, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 213.21 FEET; THENCE N44°17'14"E, ON THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 181.29 FEET; THENCE N85°04'11"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 216.60 FEET TO THE MOST NORTHERLY POINT OF SAID LOT 2; THENCE S20°38'56"E, ON THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 580.26 FEET TO A POINT ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE; THENCE N54°13'51"E, ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE, A DISTANCE OF 25.90 FEET; THENCE N20°38'56"W, A DISTANCE OF 623.16 FEET; THENCE N03°13'21"E, A DISTANCE OF 413.19 FEET; THENCE N89°45'48"W, A DISTANCE OF 609.18 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE S00°14'36"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 904.17 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 10.02 ACRES MORE OR LESS.

TRACT 2:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SECTION 34, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE N00°14'36"E (ASSUMED BEARING), ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1485.04 FEET TO THE POINT OF BEGINNING; THENCE S89°45'48"E, A DISTANCE OF 609.18 FEET; THENCE N03°13'21"E, A DISTANCE OF 639.35 FEET; THENCE N79°34'16"W, A DISTANCE OF 652.68 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE S00°14'36"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 753.53 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 10.02 ACRES MORE OR LESS.

TRACT 3:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION 34, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE N00°14'36"E (ASSUMED BEARING), ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 2218.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°14'36"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 424.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE S89°57'47"E, ON THE NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1084.11 FEET TO THE NORTHWEST CORNER OF THE TRACT CONVEYED BY THE DEED RECORDED IN DEED BOOK 109, PAGE 457; THENCE S00°21'31"E, ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 510.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°58'49"E, ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 218.83 FEET; THENCE S04°14'40"W, A DISTANCE OF 424.32 FEET; THENCE S73°47'40"W, A DISTANCE OF 695.20 FEET; THENCE N03°13'21"E, A DISTANCE OF 586.03 FEET; THENCE N79°34'16"W, A DISTANCE OF 652.68 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 20.22 ACRES MORE OR LESS.

TRACT 4:

THAT PART OF THE SOUTHWEST QUARTER OF THE SECTION 34, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE N00°14'36"E (ASSUMED BEARING), ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 560.87 FEET; THENCE S89°53'58"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE WEST LINE OF LOT 2, HIDDEN TIMBERS ESTATES; THENCE N00°14'36"E, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 213.21 FEET; THENCE N44°17'14"E, ON THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 181.29 FEET; THENCE N85°04'11"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 216.60 FEET TO THE MOST NORTHERLY POINT OF SAID LOT 2; THENCE S20°38'56"E, ON THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 580.26 FEET TO A POINT ON THE NORTH LINE OF HIDDEN TIMBER DRIVE; THENCE N54°13'51"E, ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE, A DISTANCE OF 25.90 FEET TO THE POINT OF BEGINNING; THENCE N20°38'56"W, A DISTANCE OF 623.16 FEET; THENCE N03°13'21"E, A DISTANCE OF 466.07 FEET; THENCE N73°47'40"E, A DISTANCE OF 695.20 FEET; THENCE N04°14'40"E, A DISTANCE OF 424.32 FEET TO A POINT ON THE SOUTH LINE OF THE TRACT CONVEYED BY THE DEED RECORDED IN DEED BOOK 109, PAGE 457; THENCE S89°58'49"E, ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 502.41 FEET TO THE NORTHWEST CORNER OF THE TRACT CONVEYED BY THE DEED RECORDED IN DEED BOOK 112, PAGE 577; THENCE S00°20'57"E, ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 961.31 FEET TO THE NORTHEAST CORNER OF HIDDEN TIMBERS ESTATES; THENCE S84°30'16"W, ON THE NORTH LINE OF HIDDEN TIMBERS ESTATES, A DISTANCE OF 1089.31 FEET; THENCE S65°04'11"W, ON SAID NORTH LINE, A DISTANCE OF 120.82 FEET TO THE NORTHWESTERLY CORNER OF LOT 3, HIDDEN TIMBERS ESTATES; THENCE S20°38'56"E, ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 570.49 FEET TO THE NORTH LINE OF HIDDEN TIMBERS DRIVE; THENCE S54°13'51"W, ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE, A DISTANCE OF 25.90 FEET TO THE POINT OF BEGINNING; CONTAINING A COMPUTED AREA OF 20.62 ACRES MORE OR LESS.

INGRESS-EGRESS AND UTILITY EASEMENT:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 34, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE N00°14'36"E (ASSUMED BEARING), ON THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 560.87 FEET; THENCE S89°53'58"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE WEST LINE OF LOT 2, HIDDEN TIMBERS ESTATES; THENCE N00°14'36"E, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 213.21 FEET; THENCE N44°17'14"E, ON THE NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 181.29 FEET; THENCE N85°04'11"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 216.60 FEET TO THE MOST NORTHERLY POINT OF SAID LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE S20°38'56"E, ON THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 580.26 FEET TO A POINT ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE; THENCE N54°13'51"E, ON THE NORTH LINE OF HIDDEN TIMBERS DRIVE, A DISTANCE OF 51.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 3, HIDDEN TIMBERS ESTATES; THENCE N20°38'56"E, ON THE WESTERLY LINE AND ITS NORTHERLY EXTENSION OF SAID LOT 3, A DISTANCE OF 611.12 FEET; THENCE N03°13'21"E, A DISTANCE OF 1096.82 FEET; THENCE N86°46'39"W, A DISTANCE OF 50.00 FEET; THENCE S03°13'21"W, A DISTANCE OF 1107.38 FEET; THENCE S20°38'56"E, A DISTANCE OF 54.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

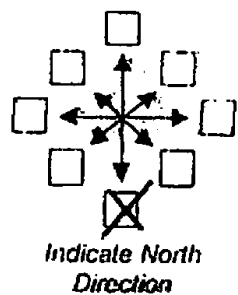
CHARLES SURVEYING LLC.	
JEREMY A. CHARLES 21 N. 3RD CIRCLE MEAD NE 68041 (402) 443-6955	
SURVEY FOR HARDERS	scale: 1"=300'
	date: 01/24/2018
	drawn by: JC
PT. SW1/4 SECTION 34, T17N R8E OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA.	field w/c: JC/CB/OK/JC
	sheet: 2 of 2

500 0310

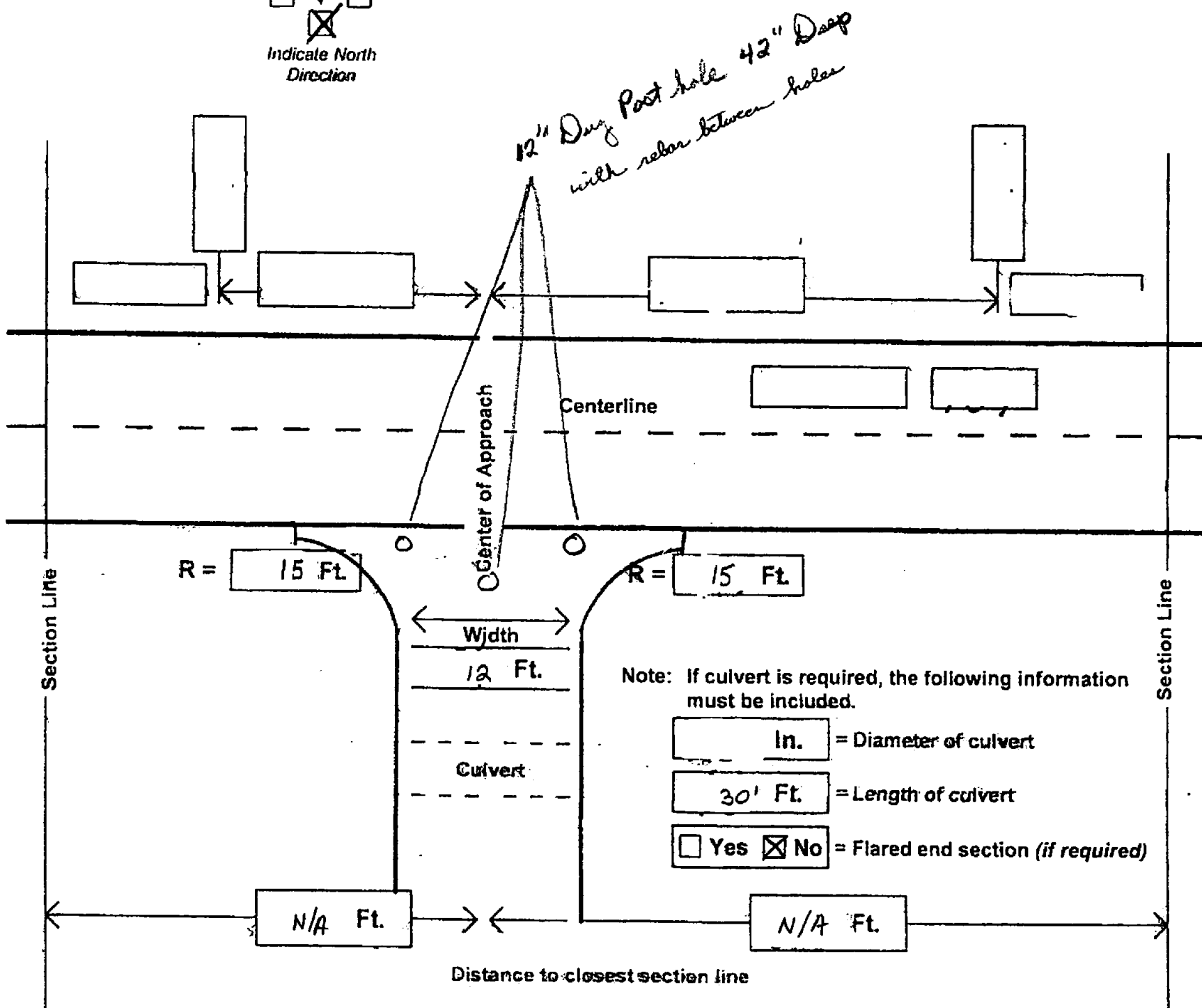
Location Plan for Access

(4 copies to be included with application)

Note: All applicants must use this plan and fill in the required information.



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Note: The following information is required on all plans:

-
-
-
- Total width of new approach
- Radius dimensions
-
- Complete legal description, including section, township, range, and county

Concrete shall be 47 B

6" Thick with REBAR

EXHIBIT "B"