

12-18-87

SUBDIVISION AGREEMENT

This document reduces to writing an agreement between Don Rogert, as developer of the Hidden Cove Subdivision in Saunders County, Nebraska, and the Saunders County Board of Supervisors and complies with the Saunders County Subdivision Regulations.

The subdivider agrees that all roads in the subdivision will be graveled and there are no present plans for any other kind of road surface, but if any other kind of road surface is ever implemented, it will be at the cost of the owners and residents of the subdivision and not paid for with public funds.

Each lot in the subdivision will have individual water systems and individual state and county approved septic systems.

There shall be no storm sewers or sidewalks in the subdivision, other than what may be constructed by owners at their own expense, after first obtaining a proper permit.

Grading will be as provided in the preliminary plat filed in Saunders County and this is also true as to common areas and engineering design data.

Specifications for construction shall be included in applications for building permits and the road shall be privately built and maintained without assistance from public funds.

Variations shall be such as are approved by the Saunders County ~~Zoning Commission and Board of Supervisors.~~ ^{At Board of Adjustment.}

Copies of By Laws and Restrictive Covenants are attached hereto and marked Exhibits A and B respectively, and incorporated herein by reference.

SAUNDERS COUNTY BOARD OF SUPERVISORS

BY: Archie Hightshoe
Chairman of the Board

Don Rogert
Don Rogert

SAUNDERS CO. I.L.E. Entered in NUM 1100-1
In Bk. 20 of Misc. REGISTER OF DEEDS

12-18-87

Exhibit A

BY LAWS OF HIDDEN COVE ASSOCIATION

I

Officers. The officers of the Association shall consist of a president, vice president, secretary, and treasurer. Any person may hold one or more offices except that the offices of president and secretary shall not be held by any one person. Only members of the Board of Directors shall be eligible to serve as officers. Officers shall be elected at the annual meeting of the Board of Directors.

II

Purpose. The purpose of this association is to carry out and enforce the restrictive covenants which are of record in connection with Hidden Cove Subdivision in Saunders County, Nebraska and specifically to maintain the private drives and roads and provide for the improvement of the general social welfare, health, pleasure, recreation, safety and aesthetic interests of all persons owning lots in Hidden Cove Subdivision.

III

Board of Directors. The business and affairs of the association shall be managed by a Board of Directors which shall consist of not less than 3 nor more than 7 members. The members of the first Board of Directors need not be members of the corporation. Thereafter, all members of the Board shall be elected by the members and consist of three members named in the Articles of Incorporation and thereafter the number of directors within such limits shall be fixed by the Board.

The Board of Directors may elect from their number an executive committee consisting of not less than 3 members of the Board which committee shall have all the powers of the Board of Directors between meetings, regular or special.

The term of each member of the Board of Directors shall be one year. In the event of a vacancy in the membership of the Board, the remaining members of the Board shall have the power, by a majority vote, to select a member of the association to serve the unexpired term of the vacancy.

An annual meeting of the Board of Directors shall be held immediately after the annual membership meeting.

IV

Membership. Only persons owning (a contract purchaser shall be deemed the owner of such property) real property in a platted

portion of the development generally known as Hidden Cove Subdivision, Saunders County, Nebraska, shall be eligible to become members. In instances where two or more persons are the owners of one tract of said real property, then and in that event only one shall become a member. In instances where a corporation owns such tract, membership shall be limited to one stockholder of the corporation.

All members shall be entitled to one vote and only members shall be entitled to vote.

Whenever a member shall cease to own said real property or shall cease to own stock in a corporation that owns said real property, such member shall automatically be dropped from the membership rolls of the association.

Each such owner of real property shall be a member of the association subject to the limitation that there be one member per tract as set forth herein. In instances where a corporation of more than one person constitutes such owner and in the event one person has not been designated as the member by such corporation or multiple owners within thirty days after becoming an owner, then the Board of Directors shall designate one such stockholder or multiple owner as the member.

An annual meeting of the members of the association shall be held on the last Monday of March in each calendar year and shall be held at the registered office or at such other place as is directed by the Board of Directors.

Special meetings of the membership may be held upon call by the Board of Directors, or written request of one-half of all members.

V

Dues and Financial Matters.

A. No officer or director of the association shall be paid for services but may be reimbursed for actual expenses incurred.

B. The Board of Directors shall have authority to hire agents, employees, and professionals for purposes deemed necessary in fulfilling the purposes of the association.

C. Dues may be determined by the Board of Directors in an amount not to exceed \$25.00 per month per member to be paid annually. The amount of the annual dues shall not exceed the stated maximum other than by affirmative vote of at least three-fourths of all members of the association.

D. In addition to the annual dues, the Board of Directors

shall have authority to assess an additional charge against each member for any capital improvement or extraordinary general expenses of the association, provided such assessment shall not exceed the aggregate sum of \$200.00 per member for any calendar year unless affirmatively authorized by a vote of three-fourths of all members of the association.

E. All platted land owned in said development may be subjected to a lien as security for such annual dues and any assessments made hereunder. The annual dues and any assessments shall not as a matter of course be recorded with the Register of Deeds, but the Board of Directors of the association shall have the power and authority by an instrument executed by the president of the association to record with the Register of Deeds within six months after the due date of dues or after the levy of any assessment, a written document setting forth the amount of the unpaid assessments or dues with respect to any property, the owner of which has not made the required payment. After filing such instrument the unpaid amount shall constitute a lien against the property but shall be subordinate in priority to general taxes or assessments of any public body or real estate mortgages then or thereafter placed of record with respect to any such real estate.

F. All funds received and expended by the association shall be handled by the treasurer who shall maintain a separate account in a financial institution and all financial transactions shall be handled by deposit of all receipts to said account and by payment by check drawn against said account signed by the treasurer or any other authorized or required signer as determined by the association. Any member shall have a right to examine the financial books of the association at any reasonable time.

VI

Liability. No member or director of this association shall be liable personally for any loss or damage or claimed loss or claimed damage to the property or person of any member, guest, employee, agent or visitor by reason of any action or inaction on behalf of the association and in accordance with its purposes.

VII

These by-laws may be amended by affirmative vote of three-fourths of the members at any annual or special membership meeting.

APPROVED THIS 15 day of December, 1989.

Signed Before me on
THE 15TH OF DECEMBER, 1989.

Don Roper
Director and Member

Mike D. Rogert

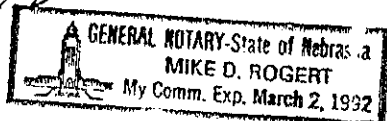


EXHIBIT B.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned Don Rogert does hereby agree to the following covenants with respect to Hidden Cove Subdivision being a development to be platted by Don Rogert, as owner, and being property described as:

The North Half of the Southeast Quarter of Section 18,
Township 17, Range 6 East of the 6th P.M., Saunders
County, Nebraska.

HIDDEN COVE SUBDIVISION

The undersigned, as owner, further agrees that the covenants hereinafter set forth shall be in effect and apply to all real estate included in any plat of land located within said property from and after the date of approval of said plat by the Board of Supervisors of Saunders County, Nebraska. These covenants shall remain in effect for a period of ten years from the date of this instrument and shall continue in effect for recurring periods of ten years each, unless prior to the expiration of any ten year period the owners of 60% of the total number of platted lots elect in writing, to terminate or amend these covenants.

1. Complete plans and specifications for all structures must be submitted to and approved by Don Rogert or his assignee prior to the commencement of any construction in said subdivision.
2. Elevations of improvements shall meet or exceed the elevations as shown on the plat as approved by the Saunders County Board of Supervisors.
3. Rustic siding is required.
4. State approved individual sewer and water systems shall

be built as designed by a licensed engineer, to meet State of Nebraska Title #124 Standards or State Current Standards.

5. The minimum size of living space shall be 600 square feet.
6. No dwelling shall exceed 2 stories in height.
7. Only one single family dwelling shall be constructed on any lot.
8. Lots shall not be used for any commercial use.
9. All weeds and grass shall be kept to a maximum height of 8" above ground level. There shall be no accumulation of junk, debris, or offensive materials on any lot. No unlicensed vehicles shall be anywhere on the property for over 30 days.
10. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. Improvements shall be located at the approximate locations as shown on the preliminary plat and as approved by Don Rogert or his assignee. A plot plan must accompany all construction plans. It is the intent of this covenant to prevent one dwelling from being built so much closer to the lake shore than another so as to obstruct the view of the lake. Plot plans are to be approved before work commences.
12. No fence or hedge shall be erected or maintained on the property in this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general existing landscaping of the

subdivision.

13. No husbandry of either animals or fowls shall be conducted or maintained in said subdivision; provided however, two domesticated noncommercial house pets shall be excluded from this restriction. Provided further, such pets must be kept on a leash or under complete control of the owner.

14. All county and zoning permits must be met.

15. There shall be no permanent fuel tanks on premises.

16. Owners of each lot shall be entitled to use the lake and commons area as shown on the filed plat and subject to rules, regulations, and restrictions as established by the Hidden Cove Association.

17. There shall be no more than one boat per lot on the lake at any time. There shall be no boat on the lake with a motor in excess of 10 horsepower.

18. No structures, such as trailers, tents, mobile units, double wide trailers, basement houses, garages or barns shall be erected or placed on residential lots for the purpose of temporary or permanent living quarters.

19. In order to effectively carry out and enforce the covenants set forth herein, to maintain the private drive and roads, and in order to maintain and provide for the improvement of the general social welfare, health, pleasure, recreation, safety, and aesthetic interest of all persons owning lots subject to these covenants, the aforesaid owners have organized a non-profit corporation by the name of Hidden Cove Association. Each owner of

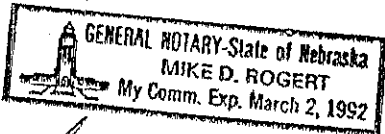
lots subject to these covenants will be required to maintain membership in said corporation personally or by representation as provided in the By Laws of the association and will have voting rights therein. The association shall have the authority in accordance with the terms of its By Laws to charge dues and make assessments against property made subject to these covenants, all in accordance with the terms of the By Laws of the association. Lots made subject to these covenants may be subjected to a lien as security for such dues and assessments, provided, any such liens shall be subordinated to any lien for taxes or assessments by any public body or to real estate mortgages at any time placed of record with respect to such real estate. Provided further, any dues or assessments made by the association shall be for the common good of lot owners within the platted area and not for private purposes of one or more persons.

20. In the event of a violation or intended violation of any covenant herein, the aforesaid owners, or the owner or owners of any other lot in the subdivision shall be fully authorized to pursue any remedy provided by law or equity in order to enforce the provisions of these covenants or to restrain or enjoin the violation of the covenants.

Dated 12/15/89, 1989.

[Signature]
Don Rogert

Signed Before me on this
15th Day of December, 1989.



[Signature]