



A

## **FIFTH AMENDMENT TO PROTECTIVE COVENANTS**

THIS FIFTH AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Lots One and Two and Twelve through Eighteen Homeowners Association, a Nebraska Corporation, and Lots Three through Eleven Homeowners Association, a Nebraska Corporation.

### **R E C I T A L S**

1. On November 6, 1996, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Hidden Valley Ranches, a Subdivision in Sarpy County, Nebraska (hereinafter the "Declaration") for Lots One (1) through Twenty-six (26), inclusive, in Hidden Valley Ranches, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, was recorded by Hidden Valley, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-022962.

2. That by an Amendment by Protective Covenants filed on August 31, 1999, the Declarant caused there to be formed three (3) homeowners associations by deleting paragraph One of Article Two (2) and adding in its place and stead a new paragraph One, Article Two as recited and recorded in the Amendment to Protective Covenants filed on the date referred to above.

3. That article IV, Paragraph 2 of the Declaration provides that the covenants and restrictions of the Declaration may be amended by instrument signed by the owners of not less than 75 % of the Lots covered by the Declaration.

Now, therefore, the Association and the owners of not less than 75% of the lots covered by the Declaration pursuant to the article and paragraph referred to above, hereby declare that the Protective Covenants recorded on November 8, 1996 as instrument No. 96-022962 in the office of the Register of Deeds of Sarpy County, Nebraska, and all amendments thereto, should be and hereby are amended in the following manner:

1. By deleting therefrom paragraph 25 of Article I and adding in its place and stead the following:

Declarant has caused the construction and installation of three private water distribution systems to serve the lots in Hidden Valley Ranches. Each Lot, shall have the option to install a well for its own water usage or, at its option, may connect to the private water distribution system designated by the Declarant to serve such Lot and be bound by reasonable rules, regulations and charges relating to the use of the water distribution system, as established by the owner of said private water distribution system. The owner of said private water distribution system shall charge a Five Hundred and no/100 (\$500.00) per Lot hook-up fee to the Owner of any Lot that has hooked-up. A minimum per Lot charge of Ten and no/100 (\$10.00) per month will be charged for water usage by the owner of said water distribution system to each Lot that is

B

hooked-up to this system. In the event that a Lot with its own well ceases to use said well for water usage, such Lot may petition the board of the community distribution system serving said lot for permission to hook into said system. Approval will be considered as long as the addition of another lot does not cause the classification of the community distribution system to change from a private system to a public system. If hook-up is approved, the petitioner will be allowed to hook-up said Lot upon payment of a hook-up fee and a reasonable, pro-rata charge for any capital improvements made to said water distribution system within the past five (5) years or \$500, whichever is smaller. Upon connection, such Lot shall be bound by all assessments made by the Association serving the Lot that are within the powers conferred by this Declaration.

By deleting from Paragraph 5 of Article II and adding in its place and stead the following:

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors shall abate that portion of dues and assessments attributable to the private water distribution system for any Lot during such period such Lot is receiving water from its own well and not hooked into the private water distribution owned by the Association. The Board of Directors may abate all or part of the dues or assessments due in respect of any other Lot.

All other terms of said Declaration shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Owner Lot 1

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 2

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

C

hooked-up to this system. In the event that a Lot with its own well ceases to use said well for water usage, such Lot may hook into the water distribution system serving said Lot upon payment of hook-up fee and a reasonable, pro-rata charge for any capitol improvements made to said water distribution system within the past five (5) years. Upon connection, such Lot shall be bound by all assessments made by the Association serving the Lot that are within the powers conferred by this Declaration.

By deleting from Paragraph 5 of Article II and adding in its place and stead the following:

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors shall abate that portion of dues and assessments attributable to the private water distribution system for any Lot during such period such Lot is receiving water from its own well and not hooked into the private water distribution owned by the Association. The Board of Directors may abate all or part of the dues or assessments due in respect of any other Lot.

All other terms of said Declaration shall remain in full force and effect.

DATED this 30 day of October, 2002.

Owner Lot 18

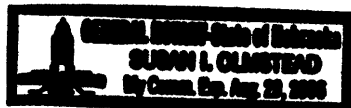
DOUGLAS ALBRIGHT - Ingrid Albright  
Print Name

Douglas Albright - Ingrid Albright

Sworn to before me this

30 day of Oct, 2002

Susan L. Olmstead  
Notary Public



D

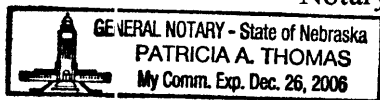
Owner Lot 3

ALLAN G. BELT  
Print Name

[Signature]  
Signature

Sworn to before me this  
17 day of APRIL, 2003

[Signature]  
Notary Public



Owner Lot 4

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 5

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 6

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

E

Owner Lot 3

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 4

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 5

DAVID M GILES  
\_\_\_\_\_  
Print Name

David M Giles  
\_\_\_\_\_  
Signature

Sworn to before me this

17<sup>th</sup> day of April, 2003

Patricia A. Thomas  
\_\_\_\_\_  
Notary Public

Owner Lot 6

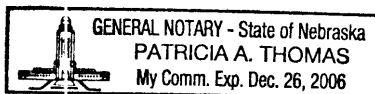
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



F

Owner Lot 3

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 4

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 5

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 6

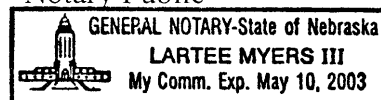
*Robert E. & Beverly S. Cochrane*  
\_\_\_\_\_  
Print name

*Robert E. Cochrane Beverly S. Cochrane*  
\_\_\_\_\_  
Signature

Sworn to before me this

*17* day of *October*, 20*02*

*Larlee Myers III*  
\_\_\_\_\_  
Notary Public



6

Owner Lot 7

BRET FELLER

Print Name

*Bret Feller*

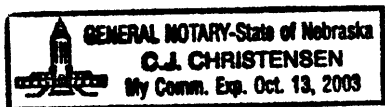
Signature

Sworn to before me this

17<sup>th</sup> day of October, 2002

*C.J. Christensen*

Notary Public



Owner Lot 8

Print name

Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

Owner Lot 9

Print Name

Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

Owner Lot 10

Print name

Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public



M

Owner Lot 7

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 8

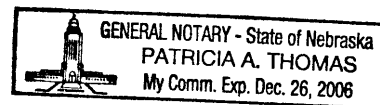
DONALD L HUNT  
Print name

Donald L Hunt  
Signature

Sworn to before me this

17<sup>th</sup> day of April, 2003

Patricia A. Thomas  
Notary Public



Owner Lot 9

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 10

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

I

Owner Lot 7

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 8

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

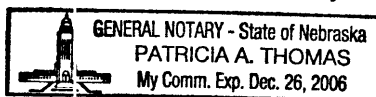
Owner Lot 9

Rich Janak  
Print Name

Rich Janak  
Signature

Sworn to before me this  
17 day of April, 2003

Patricia A. Thomas  
Notary Public



Owner Lot 10

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

7

Owner Lot 7

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 8

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 9

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

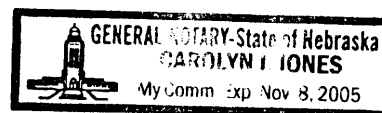
Owner Lot 10

KEITH B THOMAS  
Print name

[Signature]  
Signature

Sworn to before me this  
25 day of October, 2004

Carolyn J. Jones  
Notary Public



K

Owner Lot 11

JOHN L WHISLER JR

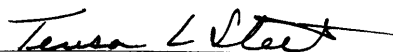
Print Name



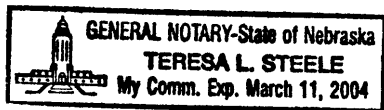
Signature

Sworn to before me this

31<sup>st</sup> day of OCT, 20 2002



Notary Public



Owner Lot 12

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 13

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 14

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

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All other terms of said Declaration shall remain in full force and effect.

DATED this 27 day of Oct., 2002.

Owner Lot 12

DEAN T. OLSON

Print Name

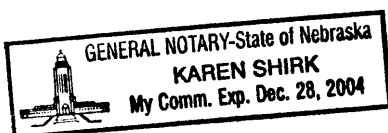
DEAN T. OLSON

Sworn to before me this

27 day of Oct, 2002

Karen Shirk

Notary Public



M

Owner Lot 11

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 12

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 13

Dan Pickker  
Print Name

[Signature]  
Signature

Sworn to before me this

18<sup>th</sup> day of May, 2003

Marcia Olson  
Notary Public

Owner Lot 14

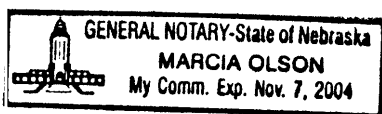
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



N

hooked-up to this system. In the event that a Lot with its own well ceases to use said well for water usage, such Lot may hook into the water distribution system serving said Lot upon payment of hook-up fee and a reasonable, pro-rata charge for any capitol improvements made to said water distribution system within the past five (5) years. Upon connection, such Lot shall be bound by all assessments made by the Association serving the Lot that are within the powers conferred by this Declaration.

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All other terms of said Declaration shall remain in full force and effect.

DATED this 2<sup>nd</sup> day of November, 2002.

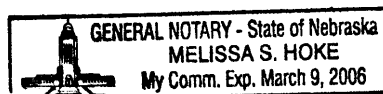
Owner Lot 14

Mark Frerichs      Pam Frerichs  
Print Name  
[Signature]      Pam Frerichs

Sworn to before me this

2 day of Nov, 2002

[Signature]  
Notary Public



0

Owner Lot 15

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 16

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 17

Brett KARNIK / Billie Jo KARNIK  
Print Name

Brett Karnik / Billie Jo Karnik  
Signature

Sworn to before me this

26 day of Sept., 2002

Jessica Jenkins  
Notary Public

Owner Lot 18

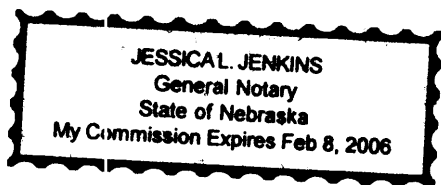
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public





2003 40079 P

Owner Lot 15

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 16

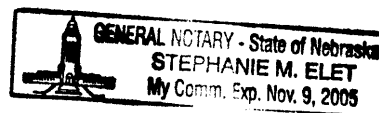
Ingrid B. Peters  
Print name

Ingrid B. Peters  
Signature

Sworn to before me this

8 day of July, 2003

Stephanie M. Elet  
Notary Public



Owner Lot 17

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

Owner Lot 18

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public