

Return to:

John C. Buchman  
GAINES, MULLEN, PANSING  
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Omaha, NE 68114-3773

96-022962

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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF HIDDEN VALLEY RANCHES, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by HIDDEN VALLEY RANCHES, INC., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 26, inclusive, in Hidden Valley Ranches, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot". The lots in Hidden Valley Ranches are approximately three to four acres in size and are intended to accommodate single family residences of high quality in a rural environment.

The Declarant desires to provide for the preservation of the values and amenities of Hidden Valley Ranches, for the maintenance of the rural character and residential integrity of Hidden Valley Ranches, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Hidden Valley Ranches.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, 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 restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes.
2. No residence, building, accessory building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or

permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height and shall conform to the following minimum requirements:

- |    |   |               |  |
|----|---|---------------|--|
| A. | One-story ranch type house with attached garage | 1,800 sq. ft. | On the main floor exclusive of garage area (garage must be approximately at the same level as the main floor |
| B. | One-story house with basement garage            | 2,000 sq. ft. | On the main floor  |

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C.	One and one-half and two-story houses	2,000 sq. ft.	Total area above the basement level; minimum 1,200 sq. ft. on the main floor
D.	Split entry (bi-level) house	2,000 sq. ft.	On the main floor
E.	Tri-level (split level) house	2,000 sq. ft.	Total area above grade

4. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish 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, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred twenty (420) square feet.

5. No building, garage, structure, porch or other Improvement shall be constructed, erected, installed or situated within fifty (50) feet of the front lot line, twenty-five (25) feet of the side lot line and twenty-five (25) feet of the rear lot line. Further, except as otherwise permitted in writing by the Declarant, pastures may be located on the front street side of Lots 1, 2, 3, 24, 25 and 26, and pastures for the remaining Lots must be located behind and to the rear of the residential dwelling constructed on the Lot. All Improvements shall comply with the above set back requirements and the Zoning Code of Sarpy County, Nebraska applicable to the Lots as the same may be amended from time to time, whichever is more stringent.

6. Accessory buildings may not be constructed prior to the construction of the primary residential dwelling on the Lot. Accessory buildings shall be located to the side or rear of the residential dwelling constructed on the Lot and shall not be located in the front street side of any residential dwelling. Accessory buildings may be used for any purposes permitted by the Zoning Code of Sarpy County, Nebraska applicable to the Lots as the same may be amended from time to time. Materials or motor vehicles of any type cannot be stored or parked outside of any accessory building. All fences must be approved by the Declarant. Barbed wire fences, if approved, shall be solely permitted in the rear of the Lot, if at all.

7. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, asphalt, paving stone, or laid stone. No driveway shall be surfaced with crushed rock, gravel or oiled dirt and must be constructed of hard surface material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys on the front of any residence and also facing any street shall be covered with clay-fired brick or stone and all other fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with wood cedar shake, asphalt or masonry shingles or other material approved in

writing by the Declarant. All exterior materials and colors must be of earth tones, and the architectural design must harmonize with the rural character of the subdivision.

8. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the applicable zoning code; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

9. No obnoxious 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 and radiation. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

10. Exterior television or radio antenna, satellite dishes or discs, or exterior heating or cooling devices shall not be located so as to be visible from any public road and shall be shielded from view by hedges, fencing or other enclosure. All such locations and shields must be approved in writing by the Declarant.

11. The location of the residence, accessory buildings, and other improvements on the Lot and the direction in which the main and rear entrances of the residence face shall be subject to the approval of the Declarant having regard for the topography of the Lot, the size, type and design of the residence; the compatibility of the structure with improvements on neighboring Lots; and the overall rural character of Hidden Valley Ranches.

12. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) 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. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

13. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 13 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

14. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless

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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, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time.

15. Any swimming pool facility must be approved by the Declarant prior to construction.

16. Construction of any Improvement (except accessory buildings) shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Accessory buildings must be completed within six (6) months from the date construction begins. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot. All natural drainageways must be maintained in their natural state, subject to modifications completed by the Declarant in the development of the subdivision and shall not be altered by grading or excavation. No trees shall be removed without the express written consent of the Developer.

17. Consistent with the rural character of Hidden Valley Ranches, owners shall be permitted to maintain animals on the Lot under the following terms and conditions:

All animals maintained on the property shall be kept in accordance with requirements of Nebraska law and applicable zoning ordinances of Sarpy County, Nebraska. All structures used for the housing or maintenance of animals, and any areas where animals are maintained or kept shall be maintained at all times in a neat, clean and orderly manner. The keeping and maintenance of swine, including pot-bellied pigs of any type shall not be permitted on the property. Birds, poultry, calves, cats or dogs may be kept, provided that they are not raised, bred, or maintained for any commercial purpose, and provided further that at no time shall the property contain more than the following number of animals:

- i. hooved animals - 2
- ii. poultry - 4

The areas on the Lot in which animals are maintained and kept shall be designated by the Declarant with due regard for the location of the residence upon the Lot in relation to the street and the location of the residences on adjoining Lots. Such areas shall be enclosed with a secure fence approved by the Declarant, and all animals shall be maintained and kept in such a manner that they are not free to roam outside the boundaries of the Lot. All structures or outbuildings used to maintain animals shall be Improvements subject to the approval of the Declarant. Manure shall be collected on a regular basis and removed from the Lot not less frequently than weekly. Pending such removal all manure shall be stored in such a manner that it will not become a nuisance to neighboring owners by the emission of odor or the attraction of flies or other insects.

18. Gardens are permitted in areas of the Lot designated by the Declarant with due regard for the location of the residence upon the Lot in relation to the street, and the location of residences on adjoining Lots. All gardens shall be cultivated and maintained in such a manner that they do not become infested with weeds. Commercial sales of garden produce shall not take place at the Lot or within Hidden Valley Ranches. Suitable ground cover shall be maintained on portions of the Lot not formally landscaped in such manner as to prevent erosion by water or wind. All such ground cover shall be regularly mowed to a height not more than twelve inches. The portions of front, side and rear yards of all Lots disturbed during construction shall be sodded, drill seeded or hydro-seeded. No trees shall be planted in the dedicated right-of-way located between the pavement

and the lot line. All yards shall be sodded or seeded as required above within one (1) year from the date of the building permit or the start of construction, whichever is earlier.

19. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot. No Lot shall be subdivided without the express written consent of Declarant.

21. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure, dwelling or modular home shall be moved from outside Hidden Valley Ranches to any Lot without the written approval of Declarant.

22. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

23. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

24. Declarant has created a water drainage plan by grading the Lots and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No Improvement shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots. Roadside ditches have been provided throughout Hidden Valley Ranches as part of the storm drainage system. No regrading of roadside ditches will be permitted except that where a driveway connects to the street the Lot owner may raise the grade to street level by installing a corrugated steel or concrete culvert of adequate size to maintain storm drainage flow. The Lot owner will be responsible for maintaining the culvert and for erosion control adjacent to the culvert.

25. Declarant has caused the construction and installation of a private water distribution system to serve each Lot. Each Lot shall be required to connect to the private water distribution system and be bound by reasonable rules, regulations and changes relating to the use of the water distribution system. No separate water wells shall be permitted. Declarant shall charge a Five Hundred and no/100 Dollars (\$500.00) per Lot hook-up fee. A minimum per Lot charge of Ten and no/100 Dollars (\$10.00) per month will be charged for water usage.

ARTICLE II.

HIDDEN VALLEY RANCHES HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of Hidden Valley Ranches Homeowners' Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Hidden Valley Ranches, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways, linear trails, outlots and green areas; signs and entrances for Hidden Valley Ranches; and a community water system to serve Hidden Valley Ranches. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, 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 Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Hidden Valley Ranches; and the protection and maintenance of the residential character of Hidden Valley Ranches.

2. Membership and Voting. Hidden Valley Ranches is initially divided into 26 separate residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. It is understood that the Owner of each respective Lot created as a result of a Lot split shall be each entitled to one (1) vote.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter property coming before the Members of the Association.

3. Purposes and Responsibilities. The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any Lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter, the Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and

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the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks, outlots and other public property and improvements on parks or public property within or near Hidden Valley Ranches.

C. The operation of a private water distribution system to serve the Lots in Hidden Valley Ranches.

D. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

E. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

F. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

G. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

H. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

I. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

J. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

K. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and



assessments due in respect of any Lot during the period such Lot is owned by the Declarant.

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

8. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 11, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- A. One Hundred Twenty-Five and no/100 Dollars (\$125.00) per Lot.
- B. In each calendar year beginning on January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

9. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per Lot.

10. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

11. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

12. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

13. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may

bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

14. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III.  
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, U.S. West and any company which has been granted a franchise to provide a cable television system within the Lots, Peoples Natural Gas, and the operator of any community water system serving the Hidden Valley Ranches lots, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power, water service and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. Other easements are provided for in the final plat of Hidden Valley Ranches which is filed in the Register of Deeds of Sarpy County, Nebraska (Instrument No. 96-08792).

ARTICLE IV.  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of 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.



Return to:

John O. Bechman  
GAINES, MULLEN, PANSING  
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10050 Regency Circle, Suite 200  
Omaha, NE 68114-3773

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INSTRUMENT NUMBER

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*Glenn J. ...*

REGISTER OF DEEDS

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**FIRST AMENDMENT TO DECLARATION OF  
HIDDEN VALLEY RANCHES, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION is made on the date hereinafter set forth by Hidden Valley Ranches, Inc., a Nebraska corporation, hereinafter referred to as the "Declarant".

**PRELIMINARY STATEMENT**

By Declaration for Hidden Valley Ranches, a subdivision in Sarpy County, Nebraska, dated November 6, 1996, and recorded at Instrument No. 96-022962 of the records of Sarpy County, Nebraska (herein referred to as the "Declaration"), the Declaration subjected the following-described lots to restrictions, covenants and conditions and easements:

Lots 1 through 26, inclusive, in Hidden Valley Ranches, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Article IV, Paragraph 2 of the Declaration provides as follows:

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Hidden Valley Ranches, Inc., a Nebraska corporation, or any person, firm, corporation, partnership, or entity designated in writing by Hidden Valley Ranches, Inc., a Nebraska corporation, in any manner which it may 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 seventy-five percent (75%) of the Lots covered by this Declaration.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

1. The Declarant does hereby add a new paragraph 26 to Article I, as follows:

26. The minimum lowest floor of the main dwelling and ground surface over each septic system for the following Hidden Valley Ranches lots shall require elevations as set forth below:

<u>Lot No.</u>	<u>Minimum Lowest Floor Elevation of Main Dwelling</u>	<u>Minimum Ground Surface Elevation Over Septic System</u>
13	1053.50	1050.25
14	1051.75	1048.75
15	1050.00	1048.00
16	1050.25	1047.00
17	1049.75	1046.00

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18	1049.25	1044.50
19	1049.75	1046.00
20	1050.75	1046.75
21	1051.00	1048.50
22	1053.00	1050.25
23	1053.75	1050.50

Elevations are referenced to Mean Sea Level Datum of 1929.

The minimum lowest floor of the main dwelling includes floor elevation basement levels entirely below grade and those basements which are considered to be "walk-outs". Any other Improvements constructed at an elevation less than shown above may be subject to water levels which may damage or interfere with the use of the Improvement on the Lot.

2. This Declaration is in all other matters ratified and affirmed.

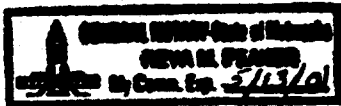
The Declarant has executed this First Amendment to Declaration as of the 29 day of January, 1997.

HIDDEN VALLEY RANCHES, INC., a  
Nebraska corporation, "Declarant"

By Timothy W. Young  
President

STATE OF NEBRASKA )  
                          ) ss.:  
COUNTY OF DOUGLAS )

1997 The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 1997 by TIMOTHY W. YOUNG, President of HIDDEN VALLEY RANCHES, INC., a Nebraska corporation, on behalf of the corporation.



Neva M. Peaker  
Notary Public

CONSENT

MARK L. FRERICHS and PAMELA A. FRERICHS, husband and wife, owners of Lot 14, Hidden Valley Ranches, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska do hereby consent to the First Amendment to Declaration as set forth above.

Mark L. Frerichs  
MARK L. FRERICHS

Pamela A. Frerichs  
PAMELA A. FRERICHS

STATE OF NEBRASKA )  
                          ) ss.:  
COUNTY OF Sarpy )

The foregoing Consent was acknowledged before me this 8<sup>th</sup> day of April, 1997 by MARK L. FRERICHS and PAMELA A. FRERICHS, husband and wife.



Joann Checksfield  
Notary Public

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-027512  
99 AUG 31 PM 2: 58

99-27512

Counter DM  
Verify S  
D.E. W  
Proof AK  
Fee \$ 28.00  
Ck  Cash  Chg

*Glenn J. Dowling*  
REGISTER OF DEEDS

5.00  
MOA

**AMENDMENT TO PROTECTIVE COVENANTS**

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Hidden Valley Ranches, Inc., a Nebraska corporation.

**RECITALS**

A. 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 Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-022962.

B. Article IV. Paragraph 2. of the Declaration provide that the covenants and restrictions of the Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years following November 6, 1996.

NOW, THEREFORE, Declarant hereby declares 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 should be and hereby are amended in the following manner:

1. By deleting therefrom the heading "Article II HIDDEN VALLEY RANCHES HOMEOWNERS' ASSOCIATION" and adding in its place and stead the following:

**ARTICLE II**  
**HIDDEN VALLEY RANCHES HOMEOWNERS ASSOCIATIONS**

2. By deleting therefrom Paragraph 1 of Article II and adding in its place and stead the following:

1. The Associations. Declarant has caused or will cause the incorporation of three (3) Hidden Valley Ranches Homeowners Associations identified by Lot numbers, as Nebraska non-profit corporations. All of the provisions contained within Article II and Article III of this Declaration shall apply individually to each of the Hidden Valley Ranches Homeowners Associations which shall individually have the following purposes and powers, duties and responsibilities enumerated herein (hereinafter referred to collectively as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the specific lots in Hidden Valley Ranches which it was formed to benefit and Hidden Valley Ranches subdivision as a whole, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways, linear trails, outlots and green areas; signs and entrances for Hidden Valley Ranches. Common Facilities may be situated on property owned

RCV +  
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11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: AJH

027512

99-27512A

or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, 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 Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Hidden Valley Ranches; and the protection and maintenance of the residential character of Hidden Valley Ranches.

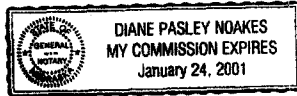
3. By deleting therefrom paragraph 2 of Article II and adding in its place and stead the following:

Lot as used within Article II shall mean and refer to each lot which falls within the jurisdiction of the Association as defined in the Articles of Incorporation and By-Laws of the Association. The "Owner" of each Lot shall be a Member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. It is understood that the Owner of each respective Lot created as a result of a lot split shall be each entitled to one (1) vote.

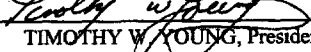
The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

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

Dated this 25 day of August 1999.



HIDDEN VALLEY RANCHES, INC, a Nebraska corporation, Declarant,

By  TIMOTHY W. YOUNG, President

99-27512B

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 2 day of August 1999, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, President of Hidden Valley Ranches, Inc., a Nebraska corporation, known to me to be said person who acknowledged the execution hereof to be his voluntary act and deed on behalf of said corporation.

*Daniel Wesley Noles*  
Notary Public



FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-034640

99 NOV 12 PM 1:54

*Handwritten signature*  
REGISTER OF DEEDS

99-34640

Counter DJA  
Verify S  
D.E. AK  
Proof AK  
Fee \$ 23.00  
Ck  Cash  Otr

**AMENDMENT TO PROTECTIVE COVENANTS**

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Hidden Valley Ranches, Inc., a Nebraska corporation.

**RECITALS**

A. 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 Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-022962.

B. Article IV. Paragraph 2. of the Declaration provide that the covenants and restrictions of the Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years following November 6, 1996.

NOW, THEREFORE, Declarant hereby declares 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 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 be required to connect to the private water distribution system designated by the Declarant and be bound by reasonable rules, regulations and changes 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 Dollars (\$500.00) per Lot hook-up fee. A minimum per Lot charge of Ten and no/100 Dollars (\$10.00) per month will be charged for water usage by the owner of said water distribution system.

- 2. By deleting therefrom subparagraph C of paragraph 3 of Article II and adding in its place and stead the following:

C. The ownership and operation of a private water distribution system to serve Lots in Hidden Valley Ranches.

- 3. By deleting therefrom paragraphs 8 and 9 of Article II and adding in its place and stead the following:

8. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

RETURN TO:  
WALSH, FULLENKAMP & DOYLE  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: AJH

034640

99-34640A

- A. Two Hundred Fifty and no/100ths Dollars (\$250.00) per Lot.
- B. In each calendar year beginning January 1, 1998, one hundred twenty-five percent (125%) of the aggregate dues which could have been charged in the previous calendar year.

9. Assessments for Extraordinary Costs. In addition to the annual dues provided in paragraph 8, above, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including but not limited to the private water distribution system, including fixtures and personal property related thereto, and related facilities. The aggregate assessments for extraordinary costs in each calendar year shall be limited in amount to twice the amount of annual dues charged in said calendar year.

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

Dated this 10<sup>th</sup> day of November 1999.

HIDDEN VALLEY RANCHES, INC, a Nebraska corporation, Declarant,

By *Timothy W. Young*  
TIMOTHY W. YOUNG, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

On this 10<sup>th</sup> day of November 1999, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, President of Hidden Valley Ranches, Inc., a Nebraska corporation, known to me to be said person who acknowledged the execution hereof to be his voluntary act and deed on behalf of said corporation.



*Kevin K. Keen*  
Notary Public

MY COMMISSION EXPIRES:  
JULY 26, 2001

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001-34797

2001 OCT 24 P 2:35 P

*Glenn J. ...*  
REGISTER OF DEEDS

Counter KN  
Verify LW  
D.E. a  
Proof hw  
Fee \$ 23.00  
OK  Cash  Chg   
57184  
STAMP COPY

**THIRD AMENDMENT TO PROTECTIVE COVENANTS**

THIS THIRD AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Hidden Valley Ranches, Inc., a Nebraska corporation.

**RECITALS**

A. 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 Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-022962.

B. Article IV. Paragraph 2. of the Declaration provide that the covenants and restrictions of the Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years following November 6, 1996.

C. On November 12, 1999, a document entitled Amendment to Protective Covenants (hereinafter the "Second Amendment") was recorded by Hidden Valley Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 99-034640.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 8, 1996 as Instrument No. 96-022962 in the office of the Register of Deeds of Sarpy County, Nebraska and the Second Amendment recorded on November 12, 1999 as Instrument No. 99-034640 in the office of the Register of Deeds of Sarpy County, Nebraska 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, that has not installed its own well for water usage, shall be required to connect to the private water distribution system designated by the Declarant and be bound by reasonable rules, regulations and changes 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 Dollars (\$500.00) per Lot hook-up fee. A minimum per Lot charge of Ten and no/100 Dollars (\$10.00) per month will be charged for water usage by the owner of said water distribution system. In the event that a Lot with its own well ceases to use said well for water usage, such Lot shall be entitled to and required to hook into the water distribution system serving said Lot upon payment of the 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. Upon such 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.

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

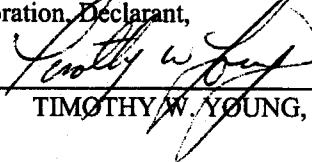
Dated this 22 day of October 2001.

*RJR*

**FULLENKAMP, DOYLE & JOBEUN**  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482

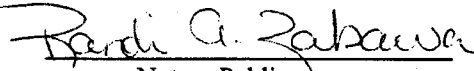
2001-34797A

HIDDEN VALLEY RANCHES, INC, a Nebraska corporation, Declarant,

By   
TIMOTHY W. YOUNG, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 11 day of October 2001, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, President of Hidden Valley Ranches, Inc., a Nebraska corporation, known to me to be said person who acknowledged the execution hereof to be his voluntary act and deed on behalf of said corporation.

  
Notary Public



FILED SARPY CO. NE.

INSTRUMENT NUMBER

2001-36492

2001 NOV -6 P 2:48

*Glenn J. Downing*

REGISTER OF DEEDS

Counter *SKK*  
 Verify *SKK*  
 D.E. *SKK*  
 Proof *D*  
 Fee \$ *23.00*  
 Ck  Cash  Chg   
*27254*

**FOURTH AMENDMENT TO PROTECTIVE COVENANTS**

THIS FOURTH AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Hidden Valley Ranches, Inc., a Nebraska corporation.

**RECITALS**

A. 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 Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-022962.

B. Article IV. Paragraph 2. of the Declaration provide that the covenants and restrictions of the Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years following November 6, 1996.

C. On August 31, 1999, a document entitled Amendment to Protective Covenants (hereinafter the "First Amendment") was recorded by Hidden Valley Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 99-027512; on November 12, 1999, a document entitled Amendment to Protective Covenants (hereinafter the "Second Amendment") was recorded by Hidden Valley Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 99-034640; on October 24, 2001, a document entitled Third Amendment to Protective Covenants (hereinafter the "Third Amendment") was recorded by Hidden Valley Ranches, Inc., a Nebraska corporation, Declarant, in the office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2001-34797.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on November 8, 1996 as Instrument No. 96-022962 in the office of the Register of Deeds of Sarpy County, Nebraska, the First Amendment, and the Second Amendment, and the Third Amendment 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, that has not installed its own well for water usage, shall be required to 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 Dollars (\$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 Dollars (\$10.00) per month will be charged for water usage by the owner of said water distribution system to each Lot that has hooked-up to the system. In the event that a Lot with its own well ceases to use said well for water usage, such Lot shall be entitled to and required to hook into the water distribution system serving said Lot upon payment of the 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.

*SKK 1/5/02*

2001-36492 A

Upon such 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.

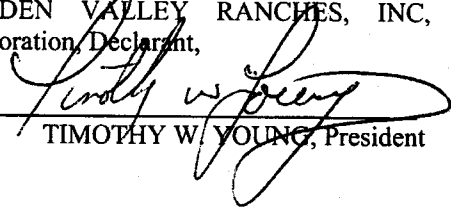
By deleting therefrom Paragraph 5 of Article II and adding in its place and stead the following:

- 5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors shall abate all dues and assessments as to any Lot during the period such Lot is owned by the Declarant, and shall abate all dues and assessments due in respect to any Lot during the period such Lot is receiving water from its own well and not hooked into the private water distribution system 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.

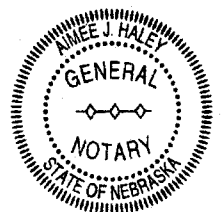
Dated this 5 day of November 2001.

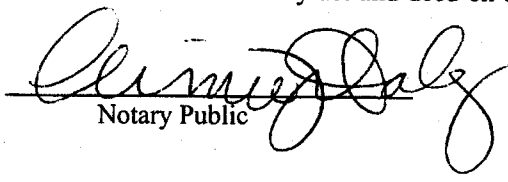
HIDDEN VALLEY RANCHES, INC, a Nebraska corporation, Declarant,

By   
 TIMOTHY W. YOUNG, President

STATE OF NEBRASKA        )  
   ) ss.  
 COUNTY OF DOUGLAS        )

On this 5 day of November 2001, the foregoing instrument was acknowledged before me, a Notary Public, by Timothy W. Young, President of Hidden Valley Ranches, Inc., a Nebraska corporation, known to me to be said person who acknowledged the execution hereof to be his voluntary act and deed on behalf of said corporation.



  
 Notary Public