

96-019536

RECORDED 11/11/30

George J. ...
REGISTRAR OF DEEDS

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR A PART OF HUNTERS RIDGE,
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by HUNTERS RIDGE, INC., a Nebraska Corporation ("Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 70, inclusive, in Hunters Ridge, 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 Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value desirability, attractiveness and residential integrity of the Lots.

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. These restrictions, covenants, conditions and easements shall run with such real estate 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 residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use as a school or park.
2. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:
 - (i) 1,600 square feet for a one-story dwelling;
 - (ii) 1,800 square feet for a 1 1/2 story or 2 story dwelling; with a minimum of 1,000 square feet on the first level; and

1017-5511

For each dwelling there must be erected a private garage for not less than two (2) cars, nor more than three (3) cars; if a two (2) stall garage, each garage must be a minimum of ten (10) feet by twenty-one (21) feet; if a three (3) stall garage, two (2) of them must be a minimum of ten (10) feet by twenty-one (21) feet. A fourth garage is permissible provided it is constructed underneath the home and plans are approved by the Declarant. No detached garages are permitted nor are detached utility sheds allowed.

3. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("disc"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, 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 or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

- (i) 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 reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
- (ii) 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 developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvements 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 Improvements and will be held harmless.
- (iii) Written notice of any refusal to approve 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 refusal is not mailed within such period, the proposed Improvements shall be deemed approved by Declarant.

- (iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, 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 Improvements.
4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or stone. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. Fireplaces on any front of house or street side shall be covered with brick or stone.
 5. No primary flat or mansard roof shall be permitted on any residential structure. All residential structures shall be roofed with asphalt, weathered wood in color, wood, cedar shakes, wood shingles or masonite.
 6. 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"; 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. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. 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.
 7. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot. No satellite dishes shall be permitted.
 8. No repair of any boats, automobiles, motorcycles, trucks, campers 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 a neat and inconspicuous a manner as possible.

9. 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) except that during the months of May through September vehicles may be parked in the driveway only. 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, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.
10. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. 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. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence. No sheds or outbuildings shall be allowed.
11. 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. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Declarant. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards (no larger than 25% of rear yard area).
12. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.
13. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

14. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for two (2) dogs shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or their assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the building, concealed from public view. Dog runs shall not be allowed.
15. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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, tree limbs, grass clippings, etc. No vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.
16. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Hunters Ridge to any Lot.
17. Within one year of initial occupancy of the main dwelling, the then owner shall plant, and shall thereafter be maintained in a growing state by the then owners, at least one (1) deciduous tree with a minimum trunk diameter of one and one-half inches; such tree to be located in the front yard at least ten (10) feet from the front lot line.
18. No swimming pool may extend more than one (1) foot above ground level.
19. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected on any Lot or used as a residence, temporarily or permanently. No prefabricated or factory build house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-built dwelling shall be assembled on any of said Lots. No full or partial subterranean residential structure or log houses shall be constructed or erected on any Lot. No residential structure shall be moved from outside of Hunters Ridge to any Lot.

ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, Peoples Natural Gas Company, the City of Papillion, Nebraska, and Sanitary and Improvement District No. 148 of Sarpy County, Nebraska, their successors and assigns, to erect and operate and 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 and for all telephone and telegraph and message services over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side Lot line easement is granted upon the specific condition that if all of such utility companies fail to construct such facilities along any of said side Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easement-ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement-ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

ARTICLE III.
NOTICE OF POTENTIAL TELEPHONIC FACILITIES CHARGE

In the event that ninety percent (90%) of all Lots within the Hunters Ridge Subdivision are not improved within five (5) years from the date that U.S. West Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by U.S. West Telephone Company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five (5) Year Term; (2) ninety percent (90%) of the Lots in Hunters Ridge remain unimproved; and, (3) each owner of record is to send a

written statement for Four Hundred Fifty Dollars (\$450.00) per unimproved Lot owned.

ARTICLE IV.
GENERAL PROVISIONS

1. 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.
2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by 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 four (4) 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.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

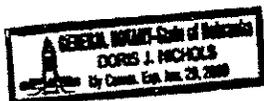
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 25th day of September, 1996.

HUNTERS RIDGE, INC., A Nebraska Corporation.

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 25th day of September, 1996, by Thomas Tacciana.



Dore J. Nichols
Notary Public

97-02052

97-002152

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NEEDS
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RATIFICATION OF PLAT 97 FEB -3 PM 4:05

WE, Howard G. Schwer & Shirley Schwer Et-al
do hereby submit this statement in order to correct the owners of record
of the platting of Hunters Ridge to include the
name(s) of Howard G & Shirley A Schwer

Donald & Nancy Schwer
Clifford & Phyllis Lambert
Herbert & Helen Mann

We do further, in such capacity, ratify, confirm, and in all respects
acknowledge and approve all aspects and legalities of such plat and
its dedication as recorded.

LOTS 1 thru 70 INCLUSIVE AND OUTLOT 1 HUNTERS RIDGE ADDITION AS SURVEYED PLATTED AND RECORD-
ED, TO SARPY COUNTY, NEBRASKA.

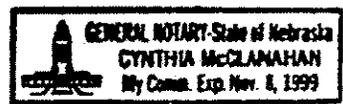
Howard G. Schwer
Herbert J Mann
Clifford Lambert
Donald L. Schwer
Shirley A. Schwer
Helen Mann
Phyllis Lambert
Nancy Lee Schwer

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
County of Sarpy

The foregoing instrument was acknowledged before me this 29 day of
March, 1997 by the above named parties

Cynthia McClanahan
NOTARY PUBLIC



002052

Storage
26740
OT

92-26720

FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-026720

Proof	<u>m</u>
D.E.	<u>3</u>
Verify	<u>V</u>
Filmed	
Checked	
Fee \$	<u>15 50</u>

92 DEC -2 AM 11:17

GRANT OF EASEMENT

Carol A. Harwin
REGISTER OF DEEDS

The undersigned, owners of the property described herein, for valuable consideration, the receipt of which is hereby acknowledged, grant, sell, convey and transfer into Sanitary and Improvement District No. 148 of Sarpy County, Nebraska, the following:

A permanent easement for utilities over that part of Taxlot 1A1 in the Southwest quarter of Section 22, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described on Exhibit "A" attached hereto.

DATED this 1ST day of December, 1992.

Donald Schwer
Donald Schwer

Helen M Mann
Helen M. Mann

Nancy Lee Schwer
Nancy Lee Schwer

Herb Mann
Herb Mann

Phyllis M Lambert
Phyllis M. Lambert

Howard G. Schwer
Howard G. Schwer

Clifford F Lambert
Clifford F. Lambert

Shirley Schwer
Shirley Schwer

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 1ST day of December, 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came DONALD SCHWER and NANCY LEE SCHWER, Husband and Wife, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.

GENERAL NOTARY-State of Nebraska
JAMES C. CRIPE
My Comm. Exp. Jan. 19, 1993

James Cripe
Notary Public

026720

175

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

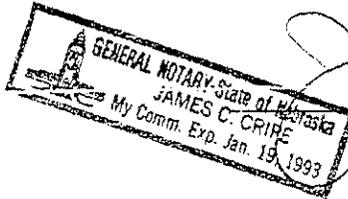
On this 1st day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came PHYLLIS M. LAMBERT and CLIFFORD F. LAMBERT, Wife and Husband, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.



James C. Cripe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

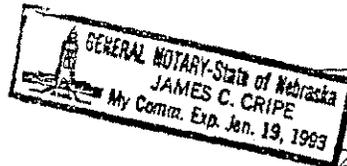
On this 1st day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came HELEN M. MANN and HERB MANN, Wife and Husband, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.



James C. Cripe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 1st day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came HOWARD G. SCHWER and SHIRLEY SCHWER, Husband and Wife, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.



James C. Cripe
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

92-26720B

A permanent easement for utilities over that part of Taxlot 1A1 in the Southwest Quarter of Section 22, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska:

Commencing at the northeast corner of the said SW 1/4 of Section 22;
Thence North 89°55'47" West (assumed bearings) for 1317.18 feet along the north line of Taxlots 1A2 and 1A1 and the north line of the said SW 1/4 of Section 22;

Thence South 00°03'40" East for 622.78 feet to TRUE POINT OF BEGINNING;

Thence South 00°03'40" East for 50.00 feet;

Thence South 89°56'20" West for 20.00 feet;

Thence North 00°03'40" West for 50.00 feet;

Thence North 89°56'20" East for 20.00 feet to the Point of Beginning.

Contains 0.03 acre.

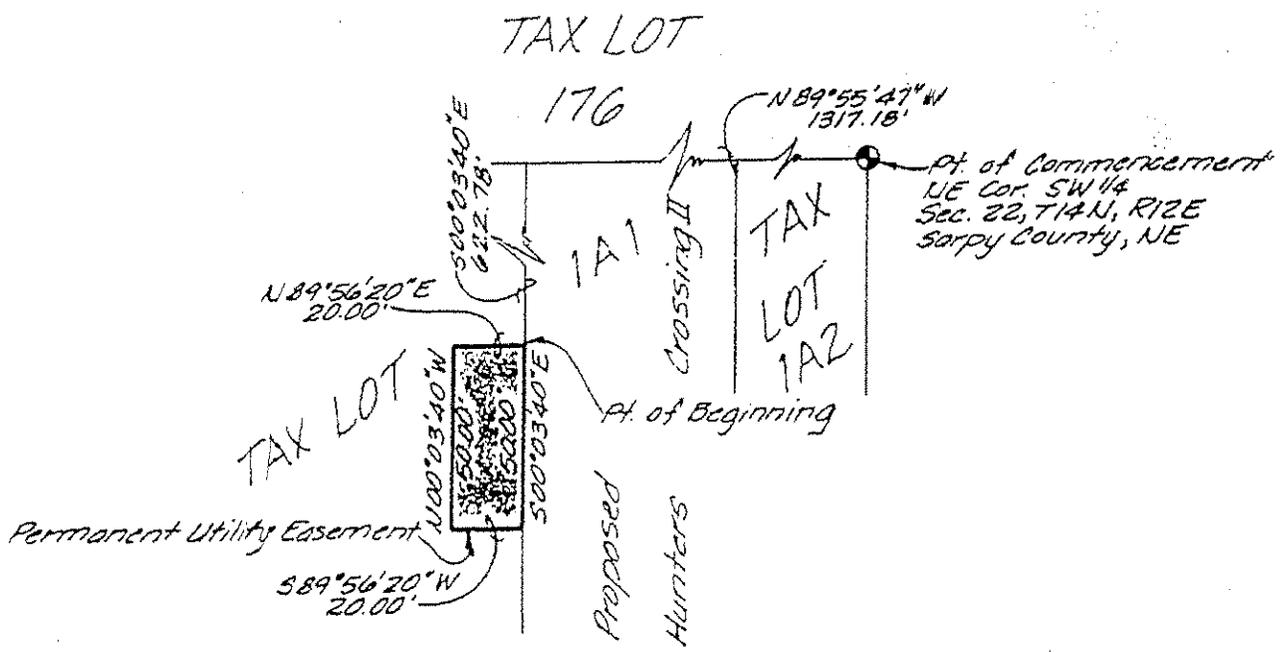
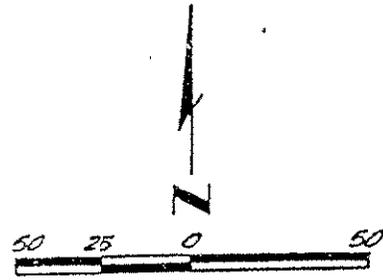
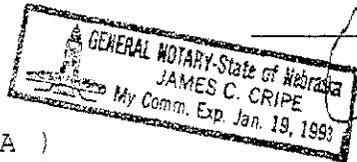


EXHIBIT "A"

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 14th day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came PHYLLIS M. LAMBERT and CLIFFORD F. LAMBERT, Wife and Husband, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.

James C. Cripe
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 1st day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came HELEN M. MANN and HERB MANN, Wife and Husband, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.

James C. Cripe
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 14th day of December 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came HOWARD G. SCHWER and SHIRLEY SCHWER, Husband and Wife, to me known to be the identical persons whose names are subscribed to the above and foregoing Grant of Easement and acknowledged the execution thereof to be their voluntary acts and deeds.

James C. Cripe
Notary Public

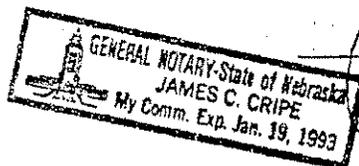


EXHIBIT "A"
LEGAL DESCRIPTION

92-2677B

A temporary easement for grading over that part of Taxlot 1A1 in the Southwest Quarter of Section 22, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska:

Commencing at the northeast corner of the said SW 1/4 of Section 22;

Thence North $89^{\circ}55'47''$ West (assumed bearings) for 1317.18' along the north line of Taxlots 1A2 and 1A1 and the north line of said SW 1/4 of Section 22;

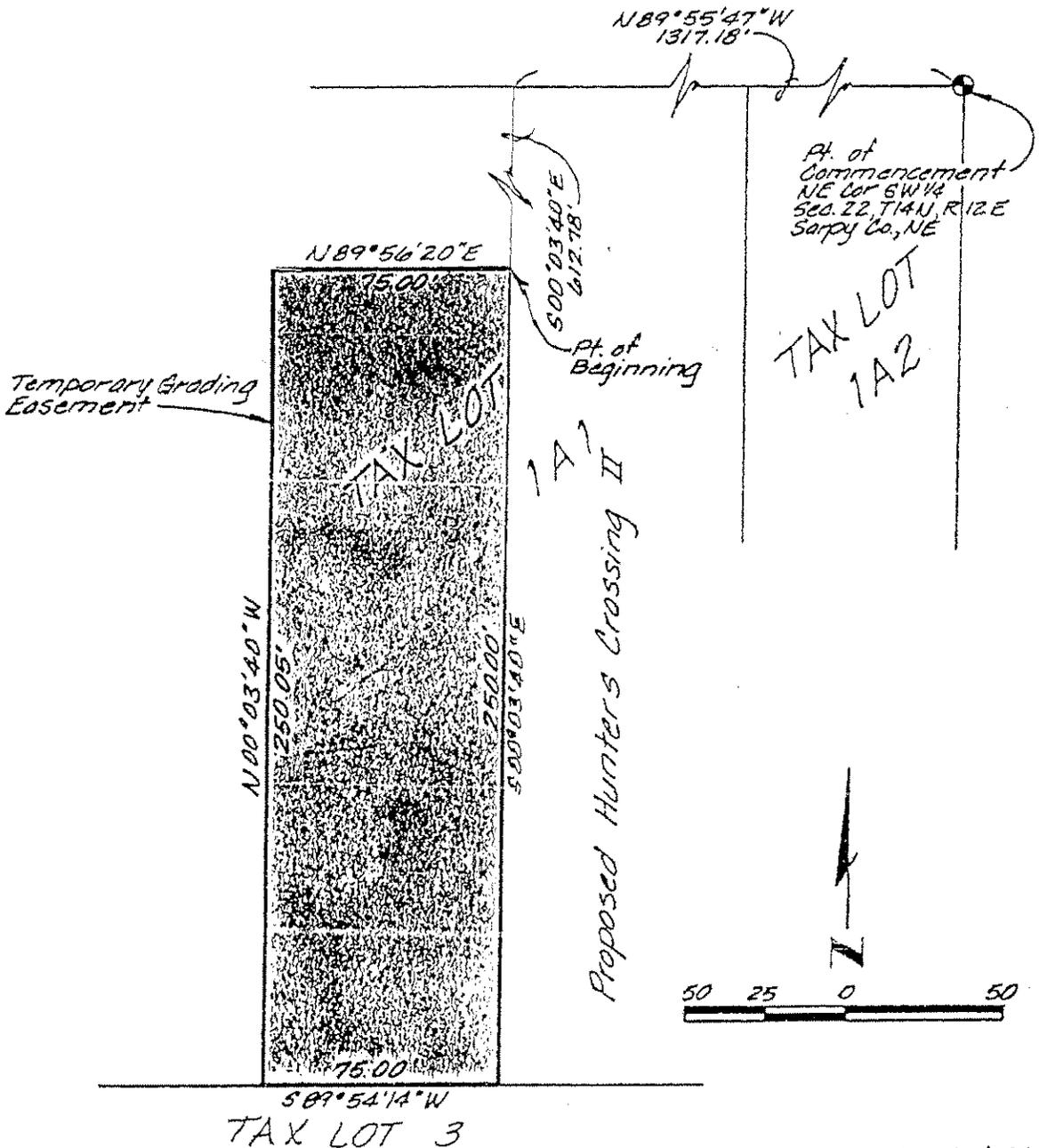
Thence South $00^{\circ}03'40''$ East for 612.78 feet to the TRUE POINT OF BEGINNING;

Thence South $00^{\circ}03'40''$ East for 250.00 feet to the south line of said Taxlot 1A1;

Thence South $89^{\circ}54'14''$ West for 75.00 feet along the south line of said Taxlot 1A1;

Thence North $00^{\circ}03'40''$ West for 250.05 feet parallel with and 75.00 feet west of the penultimate line;

Thence North $89^{\circ}56'20''$ East for 75.00 feet to the Point of Beginning.
Contains 0.43 acre.



Hunters Ridge lot 14hr 70

Plat and Dedication

Filed 3-26-96 in Book 96 at Page 5430, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and/or

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District City of Papillion & People Natural Gas for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

- Declaration of Covenants, Conditions, Restrictions and Easements,
- Restrictive Covenants
- Protective Covenants
- or

Filed 9-26-96, in Book 96 at Page 19536, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and/or

People Natural GAS and the City of Papillion & SID 148
for utility, installation and maintenance
on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all ~~interior~~ lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

91-02052 filed 2-3-91 Ratification of Plat
92-26717 filed 12-2-92 (A Temp Easement for grading
over that part of Taxlot 1A1 in SW 1/4 Sec 22-14-12
92-26720 - filed 12-2-92 a permanent easement for
utility over that part of Taxlot 1A1 in SW 1/4 Sec 22-14-12