



DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR PLATTE VIEW ESTATES SUBDIVISION, HAMILTON COUNTY, NEBRASKA

THIS DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR PLATTE VIEW ESTATES SUBDIVISION, HAMILTON COUNTY, NEBRASKA is made effective as of this ____ day of _____, 2005, by HOOKER BROTHERS CONSTRUCTION COMPANY, a Nebraska corporation, hereinafter referred to as "Declarant" (whether one or more), for itself, its successors, grantees and assigns:

KNOW ALL MEN BY THESE PRESENTS:

I.

DECLARATION OF PURPOSE

The purpose of this DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS is to declare the desire of Declarant to improve Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59) and Sixty (60), all in Platte View Estates Subdivision, Hamilton County, Nebraska in Platte View Estates Subdivision and to provide for the permanent protection and preservation of the natural character and beauty of the landscape and to make it possible for individual lot owners to share in the enjoyment of the scenic and recreational qualities of the area. As a whole, it is presumed that purchasers of lots in the subdivision will share these goals and will use and care for their land so as to maintain the most natural and pleasant environment compatible with residential and recreational use.

In furtherance of this purpose, Declarant hereby declares that the lots of the property described above, shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens, (hereinafter collectively termed “covenants and conditions”), which are for the purpose of protecting the value and desirability of the lots herein described comprising Platte View Estates Subdivision, as duly recorded in the Office of the Hamilton County Clerk. These covenants, conditions, reservations and restrictions shall run with the real property and be binding upon all parties having any right, title or interest in one of the described lots, or any part, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

The Platte View Estates Property Owners Association is a nonprofit corporation incorporated under the laws of the State of Nebraska for the purpose of maintaining and administering the common properties of Platte View Estates Subdivision and enforcing the provisions of these covenants.

II.

DESCRIPTION OF LAND

The lands of the Declarant which are hereby submitted to this DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS are a fee simple interest in Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59) and Sixty (60), all in Platte View Estates Subdivision, Hamilton County, Nebraska, all as surveyed and platted and is more particularly described as recorded in the office of the County Clerk of Hamilton County, Nebraska.

III.

RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

A. General Provisions

1. In consideration of the mutual benefits to be derived by the owners of the lots in Platte View Estates Subdivision and any purchaser or purchasers, their heirs, devisees, personal representatives, successors, assigns or grantees, the Declarant stipulates and agrees that all of the lots hereinabove identified in Platte View Estates Subdivision, Hamilton County, Nebraska, that are sold, transferred or conveyed, shall be and are subject to the following restrictive covenants, restrictions and conditions except as provided herein. All restrictive covenants, restrictions and conditions shall run with the land.

2. The following definitions shall apply to this DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS:

- (a) "Association" shall mean the homeowners' association to be formed by the Owner to be known as "Platte View Estates Property Owners Association" and its successors and assigns.
- (b) "Owner" shall mean an owner of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59) or Sixty (60), all in Platte View Estates Subdivision, Hamilton County, Nebraska or any portion or resubdivision thereof.
- (c) "Property" shall mean and refer to Platte View Estates Subdivision, Hamilton County, Nebraska or any portion or subsequent resubdivision of the lots within the Property.
- (d) "Lot" shall mean and refer to any platted lot of land upon the recorded subdivision plat of the Property and shall include only Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59) and Sixty (60), all in Platte View Estates Subdivision, Hamilton County, Nebraska, together with any portion or subsequent resubdivision of those lots.

3. Every Owner of a Lot within the Property shall be a member of the Association. Membership in the Association is a condition of ownership of any Lot within the Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. The Association shall have one class of voting membership that shall be and include the Owner of each Lot contained in the Property. When more than one (1) person holds an interest in any Lot contained within the Property, all such persons shall be members of the Association but any vote for such Lot shall be exercised as they among themselves determine with no more than one (1) vote being cast with respect to any Lot.

4. Notwithstanding the provisions for voting by membership in the Association, the Declarant shall Control the Association and may appoint and remove the officers and members of the Board of Directors until the earlier of:

(a) Sixty (60) days after conveyance of Ninety Percent (90%) of the lots to owners other than the Declarant; or

(b) Two (2) years after Declarant has ceased to offer lots for sale in the ordinary course of business.

Not later than sixty (60) days after conveyance of Twenty-Five Percent (25%) of the lots which may be created to owners other than Declarant, at least one (1) member and not less than Twenty-Five Percent (25%) of the members of the Board of Directors shall be elected exclusively by owners other than the Declarant. Not later than sixty (60) days after conveyance of Fifty Percent (50%) of the lots to owners other than the Declarant, not less than Forty Percent (40%) of the members of the Board of Directors shall be elected exclusively by owners other than the Declarant.

Not later than the termination of the period of the Declarant's control, the owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be owners. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

5. Each Owner of any Lot contained within the Property agrees to this DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS by acceptance of any conveyance of any Lot, or any portion thereof, including subsequent lots created by a subsequent subdivision of these current lots whether or not it is so expressed in any such conveyance.

B. Lot Restrictions

1. The owner of any Lot shall not use or allow the use of such Lot or any building thereon for any purpose that will be noxious, offensive or detrimental to the use of the other Lots. No noise or other nuisance shall be permitted to exist or operate upon any portion of the PROPERTY so as to be offensive or detrimental to any other portion of the PROPERTY or its occupants.

2. No Lot shall be used for other than single-family residential purposes. No building shall be erected on any Lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said dwelling. Any accessory building shall conform to the architectural style of the dwelling and the exterior shall be constructed with materials that replicate those on the exterior of the dwelling.

3. Each residence shall be of design appropriate to the site and shall be of first-class materials and construction. No prefabricated, component, modular or mobile home may be used as a dwelling. It is the intention and purpose of these covenants and restrictions to insure that all structures shall be of a quality of design, workmanship, and materials that are compatible and harmonious with the natural setting of the Property and other structures within the development. All structures shall be built in accordance with applicable government building codes which include sidewalks.

4. No drilling for oil, gas, or any other substances shall be permitted on any Lot, with the exception of water wells.

5. No animals of any kind, including, but not limited to, livestock, chickens, or fowl, shall be raised, bred, housed, quartered or kept on any lot, except that two household pets consisting of dogs or cats, along with other usual ordinary household pets confined to cages or aquariums within the residence shall be permitted provided they are not kept, bred, housed, or maintained for any commercial purpose. In no event shall swine of any type be permitted. Any such domestic animals kept as pets must be restrained, quiet, orderly, and confined and kept off the premises of other Lot owners so as not to disturb the peaceful enjoyment of other Lot owners. All animal waste generated by pets must be promptly and appropriately disposed of so as not to be offensive to the owner of any other Lot. Plans and specifications for the construction and placement of all dog kennels shall be first approved by the Association or an architectural review committee of the Association if such a committee has been established by the Association.

6. All Lots in the subdivision shall be used only for residential and associated recreational purposes. No person may engage in any business or occupation upon subject lot or lots except by written consent of the Association.

7. No owner of a Lot shall permit the accumulation of junked, unlicensed or inoperable vehicles, litter, refuse, or other unsightly material, including without limitation, tents, shacks and outbuildings. Garbage shall not be allowed to accumulate for more than one week and must be kept in adequate sanitary containers, stored out of sight of the street. All Lots, whether or not improved, shall be kept free of weeds and debris and shall be mowed regularly, not to exceed a height of eight inches.

8. No firearms, air rifles, or BB guns shall be discharged within said Property and no hunting of any animals shall be permitted within the Property.

9. No individual mailbox shall be permitted for any Lot. The United States Postal Service requires quad mail boxes installed on every fourth easement. Newspapers will be delivered by rural carrier and put in the mail area in newspaper drops.

10. All utilities shall be located underground, including, but not limited to, telephone, electricity, natural gas, and cable television.

11. All outdoor lighting serving any Lot shall be subject to approval of the Association, or its architectural committee if established.

C. Buildings and Plans

1. The following standards shall be applicable to all dwelling units constructed within the Property:

- (a) The minimum floor area for any dwelling structure, exclusive of basements, garages, porches, patios, decks or enclosed decks shall be One

Thousand Seven Hundred (1,700) square feet above ground for a ranch style home and Two Thousand Five Hundred (2,500) square feet for a multilevel style home. Additionally, each dwelling shall have a three car garage and an exterior wall for storage of trash containers out of sight from the street and adjacent residence. Sidewalks are required and will be maintained by the homeowner, built following building codes of Hamilton County, Nebraska. Sidewalks will be located one (1) foot inside the county right-of-way.

- (b) No dwelling, including porches or bay windows attached thereto, shall be built within less than fifty (50) feet of the line fronting on any public or common-access road as shown on said plat, nor within less than forty (40) feet of side or fifty (50) feet of rear lines of any lot; however, the Association shall have the right to waive or modify these setback restrictions
- (c) Swimming pools must be in ground with fence surrounding them. Tennis Courts, Basketball Courts, Sand Volleyball Courts, and other similar recreational facilities or uses shall be approved by the Association.
- (d) No building, fence, road or other permanent structure shall be built, or exterior addition made to an existing building, unless and until detailed plans and specifications, including a site plan showing the location(s) of such structure(s) and areas of clearing, excavation, grading and filling have been submitted to and approved in writing by the Association. If the Association fails to approve or disapprove of such plans within sixty (60) days after receipt thereof, this provision shall be deemed to have been fully complied with, but none of the other restrictions in these covenants are waived thereby, If construction is not begun within one (1) year from date of approval of the plans, such approval is terminated and plans must be submitted anew and acted upon before construction may start.
- (e) Temporary toilet facilities may exist with written approval of the Association and must be removed when the need ceases to exist. The Association reserves the right to withdraw approval of such facilities at anytime, whereupon they shall be removed within thirty (30) days from notice of such withdrawal of approval.
- (f) No building materials may be stored in open view on any lot before a building plan for their use has been approved. Unused materials shall be removed from the premises or stored out of view from any public or common-access road.
- (g) External finishes of all buildings on said lots must have at least but not limited to 30% brick or stone. Siding, painted or permanent, must be of natural or neutral colors only with the written approval of the association. House numbers will be installed on front of each house according to design by the Association. Minimum roof pitch of 6:12 is required on all buildings.

- (h) Unless the Association shall otherwise permit due to extraordinary circumstances, any dwelling unit shall be completed within twelve (12) months after the commencement of construction, including landscaping.
- (i) Owner shall comply with all other requirements imposed by the Association through its adoption of regulations as hereafter permitted and shall also comply with all applicable regulations imposed by Hamilton County, Nebraska or the State of Nebraska relating to construction standards.

2. The following standards shall be applicable to the construction and installation of improvements other than the dwelling unit.

- (a) Fencing shall not be constructed without the prior consent of the Association or the Architectural Committee of the Association if established. Sidewalks will be required and maintained by the homeowner.
- (b) Accessory structures such as storage sheds, playhouses or detached garages must be first approved by the Association or the Architectural Committee of the Association if established.
- (c) No tower or radio or television antenna shall be permitted without the prior approval of the Association or the Architectural Committee of the Association if established.
- (d) No digital satellite dish larger than twenty inches in diameter shall be permitted and any such permitted satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- (e) No motor homes, campers, semi-trucks, boats or other recreational vehicles of whatever kind or description shall be parked upon any street or driveway located within the Property for any period in excess of twenty-four (24) hours; however, the Association may establish a location upon the common area maintained by the Association for the parking of such vehicles for longer periods of time.
- (f) Any temporary structure or camp site shall be established only (1) with the prior written approval of the Association and (2) under the terms and conditions of such approval and in no event will they be at a location visible From any public road or other road retained in the ownership of the Association for joint use of property owners.

3. Each Owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvement upon their Lot. Until construction shall be completed upon the lot, it shall be periodically mowed and loose debris and material picked up and properly stored to prevent such loose debris and material from being spread and blown throughout the Property. During construction on any Lot, the Owner of that Lot shall be responsible to erect and maintain adequate erosion control measures, including silt fences, straw bales, or other measures to prevent soil runoff upon adjoining properties or streets. Each Owner shall be responsible for the enforcement and monitoring of all contractors and

suppliers performing work upon their Lot. Each Owner shall be responsible for maintaining any improvements on their Lot in a neat, safe, and attractive manner.

IV.

RULES AND REGULATIONS

To effectuate the intent of these covenants, the Association may establish and publish appropriate rules, regulations and standards, including a map defining common-use areas and allowable land use. A full and correct copy of the rules, regulations and standard currently in effect will be provided to every property owner. Such rules, regulations and standards may be revised and amended from time to time by sending a copy to each lot owner at the last address of record. Wherever in these covenants the term "rules and regulations" appears it shall mean the rules and regulations so established and currently in effect at the time of the events to which they apply.

V.

ASSOCIATION PROVISIONS

1. If any Owner fails or refuses to perform any required maintenance or the general maintenance obligations, the Association, after seven (7) days notice to the Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance, together with a ten percent (10%) administrative fee shall be the personal obligation of the Owner who is or was the owner of the lot failing to perform required maintenance or general maintenance, and such obligation shall bear interest at the rate of fourteen percent (14%) per annum and shall be a lien upon the lot assessed by the filing of notice thereof in the Office of the Hamilton County Clerk.

2. In the event any Owner shall fail to first obtain an required approval, the Association, after seven (7) days notice to the Owner may cause such unapproved addition or add-on to be removed and assess the actual cost of such removal, together with a ten percent (10%) administrative fee, against the Owner of the Property, and such obligation shall bear interest at the rate of fourteen (14%) per annum and shall be a lien upon the lot assessed by the filing of notice thereof in the Office of the Hamilton County Clerk.

3. The Association may construct buildings and other improvements upon common areas within the Property and shall have the right to purchase insurance on the buildings and improvements of the Association located within the Property.

4. The Association shall provide such services to the Owners as the Owners may determine, and to the extent required the Association, its agents, and employees shall have a license to enter upon each Owner's Lot as may be reasonably necessary in order to perform these services. These services and responsibilities of the Association may include, but are not limited to, the following:

- (a) Snow Removal;
- (b) Mowing and maintenance of Owner's Lawn, trees and shrubs;
- (c) Installation and maintenance of signage specific to the Association; or

(d) Installation and maintenance of lighting.

5. The Association is specifically authorized hereunder to contract with any third party to manage the Property or provide maintenance as provided herein.

6. In the event that any maintenance or repair is caused through the willful or negligent act of any Owner, his or her family, guest or invitees, the cost of such maintenance shall be promptly paid by such Owner.

7. Monthly, quarterly or annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association for services provided by the Association. Any special assessment for capital improvements may be rejected at any time within thirty (30) days of the notice of levy by the vote of a majority of the Owners affected and entitled to vote, at a regular meeting of the Owners or at a special meeting of the Owners, if notice of a special assessment is contained in the notice of the special meeting. Dues and assessments shall be uniform as to each Lot within the Property.

8. Owners shall pay such dues and special assessments to the Association upon receipt of billings therefore. Each Owner's dues shall be determined on an annual basis payable monthly, quarterly or annually as the Association's Board of Directors may determine, prorating a fractional year that may occur by issuance of a building permit for any dwelling. The amount of dues and assessments payable shall be based upon an estimate of the Association's cost for administration, maintenance and projected property improvements and each Owner shall pay the dues so established in advance upon receipt of written notice of the amount thereof from the Association. At the end of each fiscal year, a statement of the total year's Association operating costs may be presented to Owners and the Owners shall pay any excess charge to the Association within thirty (30) days of receipt of a statement for that Owner's allocated share of excess charges.

9. All such dues and assessments shall further be subject to the following provisions:

(a) The Association at its annual meeting of Owners shall prepare, approve and make available to each Owner a budget containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for services the Association provides and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to the improvements provided, maintained or installed by the Association; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacements or additions to the improvements provided, maintained or installed by the Association.

(b) In addition to any amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any dues or assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting each Owner's monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- (i) Reasonable attorney's fees and costs incurred in the event an attorney is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
 - (ii) A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater;
 - (iii) Costs of suit and court costs incurred as allowed by the court;
 - (iv) Costs of filing notice of lien in the Office of the Register of Deeds;
 - (v) Interest on all dues and assessments at the rate of fourteen percent (14%) per annum, commencing thirty (30) days after the dues or assessments become due; and
 - (vi) Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.
- (c) The dues and assessments shall be the personal obligation of the Owner who is the owner of the lot assessed at the time of the assessment and when shown of record shall be a lien upon the lot assessed.
 - (d) The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending Owner's lot.

10. The lien of any dues or special assessment shall, until shown of record, be subordinate to the lien of any mortgage, deed of trust or other encumbrance placed upon the Lot against which the assessment is levied.

VI.

TERM AND AMENDMENT OF RESTRICTIONS AND COVENANTS

These restrictive covenants, restrictions and conditions are to run with the land and shall be binding on all persons and all parties claiming ownership of any of the Lots, together with any portion or subsequent resubdivision of those Lots, until January 1, 2016 at which time these Restrictive Covenants, Restrictions and Conditions shall be automatically extended for successive periods of ten (10) years, unless changed or modified by a vote of a majority of the then Owners of Lots, together with any portion or subsequent resubdivision of those Lots.

VII.

LEGAL CONSTRUCTION

If any of the restrictive covenants, restrictions or conditions herein set forth are violated and declared void by a court of competent jurisdiction, the remaining restrictive covenants, restrictions and conditions shall not be affected, but shall stay and remain in full force and effect.

