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AMENDED AND RESTATED

DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, 5th revision, is made as of the 23rd day of July 2019, by Allen Hills Association, Inc, a Nebraska Non-profit Corporation, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real property located in Washington County, Nebraska, known as Allen Hills Subdivision and more particularly described as follows:

Lot 1 -63, inclusive, in Allen Hills Subdivision, a subdivision in Washington County, Nebraska; (the "Property") and

WHEREAS, Declarant intends to develop the Property for residential purposes and to sell individual lots to third party purchasers for the construction of single-family dwellings; and

WHEREAS, a Declaration Of Covenants, Conditions And Restrictions was recorded in the Office of the Register of Deeds of Washington County, Nebraska at Book 285 Pages 8--19 on June 30, 1998 (the "Declaration"). A First Amendment to Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the Register of Deeds in Washington County, Nebraska on October 21, 1999 (the "First Amended Declaration"). A Second Amendment to Declaration of Covenants, Conditions and Restrictions was recorded in the office of the Register of Deeds in Washington County, Nebraska on August 10, 1999 (the "Second Amended Declaration"). A Third Amendment to Declaration Of Covenants, Conditions And Restrictions was recorded in the Office of the Register of Deeds in Washington County, Nebraska on March 31, 2000 (the "Third Amended Declaration"); and a Fourth Amendment to Declaration Of Covenants, Conditions And Restrictions was recorded in the Office of the Register of Deeds in Washington County, Nebraska on March 10, 2009 (the "Fourth Amended Declaration")

WHEREAS, it is intended through this Fifth Amended and Restated Declaration of Covenants, Conditions and Restrictions to combine and supersede the Declaration, The First Amended Declaration, The Second Amended Declaration, the Third Amended Declaration, and Fourth Amended Declaration. Association, being directed by a majority of the regular membership, by virtue of provisions of the Declaration hereby exercises its power to Amend and Restate the Covenants for the benefit of the subdivision and all owners of lots therein; and

WHEREAS, Declarant desires hereby to impose upon the Property mutual and beneficial restrictions, covenants and charges under a general plan for the benefit of current and future owners of the Property; and

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Carolyn M Stodola
Carolyn M Stodola, Register of Deeds

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WHEREAS, Declarant will convey the lots, subject to certain protective covenants, conditions and restrictions, liens and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and all future grantees and successors in title, hereby imposes, creates and places upon the Property the reservations, conditions, covenants and restrictions (all of Which are hereby termed "Covenants") set forth below. Declarant further declares that the Property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within the Property and are established for the purpose of enhancing the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the Property to create reciprocal rights between the respective owners of the individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the owners of any interest in the Property, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate, and this shall be so, even if said covenants are omitted from any deed or instrument of conveyance or said lands, or any part thereof. This Amended and Restated Declaration of Covenants, Conditions and Restrictions is intended to supersede and replace the Declaration, First Amended Declaration, Second Amended Declaration; and Third Amended Declaration and Fourth Amended Declaration and is hereby adopted by the Declarant pursuant to the powers granted to it thereof.

By accepting the delivery of a deed conveying any of the Lots, a grantee shall bind himself, herself, his or her heirs, his or her personal representatives, administrators, successors, assigns and grantees to observe and perform all covenants as fully as if they have joined in this Declaration

When used in this Declaration, the following terms shall be defined as set forth herein below:

"*Owner*" shall mean and refer to the record owner, whether one or more persons or entities. Of a fee simple title to any lot, including contract sellers, but excluding those that have an interest merely as security for the performance of an obligation.

"*Property*" shall mean and refer to all real estate that is subject to this Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-63, inclusive, of Allen Hills Subdivision and all common area or Green Space included within the Allen Hills Subdivision.

"*Lots*" shall mean and refer to Lots 1-63, inclusive, of Allen Hills Subdivision, or any one of them individually, or any re-plat or subdivision thereof. For purposes hereof, all references to Lot or Lots shall apply equally to Building Sites.

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"Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions And Restrictions and all supplements or amendments hereto.

"Declarant" shall mean and refer to Heartland Acreage Developers, Inc., a Nebraska Corporation.

"Association" shall mean or refer to Allen Hills Association, Inc., a Nebraska non-profit corporation of which each owner shall be a member. In addition, the Audubon Society of Omaha shall be an ex-officio member of the association.

"Committee" shall mean or refer to the Design Review Committee, which shall be appointed by the Association.

"Subdivision" shall mean Allen Hills Subdivision, as surveyed, platted and recorded in Washington County, Nebraska.

"Green Space" shall mean the area designated as green space on the recorded plat of Allen Hills Subdivision which is subject to a conservation easement granted to the Audubon Society of Omaha and any other entity to which the conservation easement is transferred or assigned. Any activity that is proposed to take place in the green space must be coordinated with the Audubon Society of Omaha as required by the conservation easement recorded with reference thereto.

"Building Site" shall mean any Lot or combination of Lots configured for the construction of a single-family dwelling and accessory buildings. References herein to Lots shall include Building Sites.

The covenants contemplated by this Declaration are herewith stated to be as follows:

- A. The Lots and Building Sites shall be used for single-family residential purposes only, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, education, charitable or non-profit recreational or conservation uses.
- B. No structure shall be erected, altered, placed or permitted to remain on any Lot, as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined. No accessory building shall be constructed on a Building Site unless a single-family dwelling has been constructed on such Building Site.
- C. Lots may be subdivided, and multiple Lots combined as a Building Site only as provided in this section C.
 1. No residential structure shall be erected or placed on any Lot which has an area of less than 87,000 square feet (1.997 acres).

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2. No Lot, regardless of area, shall be used for construction of a single-family dwelling or any other structure if it has been reduced below its originally platted width; provided, however, that where parts of two or more Lots are combined into a new Lot, the resulting Lot may be used for construction of a single-family dwelling if it meets the area requirements and is at least as wide as the widest of the Lots as originally platted.
 3. Where two or more Lots are combined into a single Lot, the owner shall, prior to commencement of construction, obtain the written approval of the Committee and the approval of all political subdivisions having zoning authority over the subdivision. Where two or more Lots are combined into a single Lot, such Lot shall be developed as though it had been originally platted as a single Lot. Informal development of multiple Lots as a single Lot without approval of the Committee and all political subdivisions having a zoning authority over the Subdivision is prohibited.
 4. Once two or more Lots have been combined as a single Building Site, they shall not be sold separately unless each Lot either has a single-family dwelling located on it or has no structures on such Lot of any kind; provided further, that no Lots once combined as a single Building Site may be divided or subdivided for any purpose without the approval of the Committee and all political subdivisions having zoning authority over the subdivision.
- D. With the exception of accessory buildings, no building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) attached, single-family dwelling referred to above and said dwelling shall conform to the following requirements:
1. A one-story house with attached garage (Ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor or face away from the street. If the garage is on a lower level, the main entrance to the home should be on the same level as the main floor (no split entry).
 2. One and one-half story houses shall contain a minimum of 1,700 square feet in total area above the basement level, exclusive of garage area. Two story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purposes of these covenants, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on

the exposed side(s) to the eve 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 basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other side.

3. All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard-size automobiles per living unit.
 4. All construction shall be subject to Washington County planning, zoning and building regulations in effect at the time of commencement of construction. The Design Review Committee shall review all plans and specifications for all structures erected in the subdivision.
- E. Storage sheds, barns, carports, detached garages and other buildings (collectively referred to herein as "Accessory Buildings") shall be located no closer to roads than the front foundation line of the residential dwelling located on any Lot. All accessory buildings of this type shall be of neat construction and of such character as to enhance the value of the property, subject to the foregoing restrictions. Accessory buildings shall be set back at least 70 feet from the front lot line, 10 feet from the side lot line and 15 feet from the rear lot line. Storage sheds, barns and detached garages on any Lot shall not exceed a cumulative total of 2,400 square feet of enclosed area and shall be constructed of wood, stone, brick, painted steel or such covering, or veneer as may be approved by the Committee. Provided, however, that as to Lot 63 only, storage sheds, barns and detached garages shall not exceed 5,500 square feet. Storage sheds, barns and detached garages shall not be subject to the overhang requirements of Section G.
- F. All structures constructed on any Lot shall meet or exceed all applicable building codes in effect in Washington County, Nebraska at the time construction is commenced, whether enacted by Washington County or any other political

subdivision with jurisdiction over construction in Allen Hills Subdivision. Exterior surfaces may be wood, stone, brick or such other covering or veneer as may be approved by the Committee. Roof overhangs shall be a minimum of twelve (12) inches at the gable ends and sixteen (16) inches at all other locations, except where such requirement would detract from overall dwelling appearance such as bay windows or as may otherwise be approved by the Committee. Prior to commencement of construction, a plot plan and complete construction plan shall be submitted to the Committee for review and approval as hereinafter set forth.

- G. Except as otherwise provided herein, no fences shall be erected in front of the front line of the main residential structure on any Lot. Decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC, wood or wrought iron may be allowed upon approval of the Committee. Side and rear fences shall not exceed eight (8) feet in height constructed of brick, stone, PVC, wood or wrought iron (no chain link). All fences shall be maintained in such a manner as to not be unsightly to the neighboring Lots.
- H. No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of the said Lots. This prohibition specifically includes mobile homes and double wide mobile homes.
- I. No fat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 25-year warranty shingles of asphalt, fiberglass, wood shakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.
- J. In addition to the easements for utilities shown on the recorded plat of Allen Hills subdivision, there shall be a reserved a ten (10) foot strip along each lot line of each Lot for the installation, operation and maintenance of utilities. Such reservation shall be in favor of the Association and all public utilities which shall have the right to use and occupy those areas designated as Out lots, Lanes and Drives in said platting, the same as if they were dedicated public out lots, Lanes and Drives. Lot owner must maintain the easement and 10-foot strip by providing mowing and maintenance of said easement. Any vegetation or structure in the easement and 10-foot strip that interferes with safety or presents a hazard to adjacent lots, streets, or common open areas, will be removed without compensation to lot owner, as determined by the Board or utility company. The Association shall have the power to assess costs against the Lot owner for not maintaining the easement as provided in these Covenants, discussed in paragraph X (2). Association or volunteers and contractors of Association will have access to the easement and 10-foot strip when necessary.

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K. A \$1,000.00 deposit will be required prior to approval to construct a dwelling or accessory building that is larger than 250 sq. ft. At such time as the dwelling (occupancy granted) or accessory building is completed and the road bordering the property is left in acceptable condition as determined by the Design Review Committee, the deposit will be refunded.

Any Damage over and above the initial road deposit will be assessed to the homeowner.

L. The Owner will use all reasonable measures to deter rain from washing mud or debris into the streets and neighboring lots of the Subdivision. Owner of lot will be responsible for maintaining the integrity of the road surface bordering their property excluding normal maintenance done by the association.

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- M. Any lot designated by the Association Board of Directors as an "Animal Lot" may have animals as permitted by Washington County, Nebraska for Allen Hills which is zoned RRS-1. In no event shall more than thirty-eight (38) Lots be approved for animals. In the event the Association approves additional Lots for animals, it shall record a supplemental Declaration of Covenants, Conditions and Restrictions setting forth such additional Lots. Lots having dogs and/or cats will not be included in the count of total animal lots. There shall be no breeding or raising of livestock for profit or food source. Proper fencing and shelter must be in place before pets are introduced on the lot. All dogs must be leashed when outside of their property.
- N. Passenger vehicles which are registered, licensed and running are permitted to be parked outside of the garage. No more than 3 operational automobile or recreational vehicle (including, without limitation, boats, tractors, trailers, campers, motor homes, fifth wheels or travel trailers) shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway or gravel pad attached to the driveway and not on any other part of the Lot outside of the garage for more than three (3) consecutive days. No Semi trucks or tractor trailers are allowed to be parked for more than 24 hours in any areas of the subdivision. All assembly and disassembly of a vehicle must be done in the garage. The dedicated street right-of-way located between the road surface and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, trailer or other recreational vehicle. No automobiles and other self-propelled vehicles may be parked on a subdivision street for more than 24 hours. Vehicles that are non-operational shall not be stored outside of the garage for more than forty-eight (48) hours.
- O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of any waste materials and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock or gravel shall be used as fill on any Lot.
- P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.
- Q. No noxious or offensive activity shall be carried on or 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.

- R. A dwelling on which construction has begun must be completed within one (1) year from the date of the Building Permit was issued for said dwelling.
- S. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick or a combination of both. Accessory structures may be built of other materials as may be approved by the Design Review Committee.
- T. No signs may be placed or maintained on any residential Lot other than the name or names of the Owners, and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said Lot.
- U. Prior to the commencement of construction of any improvement on any residential building lot, a plot plan and a complete set of the plans and specifications therefore, including elevations and proposed septic system, shall be submitted to the Design Review Committee for approval. The Design Review Committee shall be composed of members of the Association appointed as provided in the By-Laws. The review shall be conducted in a manner to assure that the construction is consistent with this Declaration. Where the Design Review Committee deems it to be in the best interests of the Allen Hills Subdivision, or in the case of undue hardship, the Provisions of these Covenants regarding dwelling size and configuration may be waived.
- V. There shall be no private well drilled on the property or any part thereof except when the water is to be used for closed loop water circulating heat pumps. No other uses shall be permitted or allowed for such wells. The purchaser of any lot responsible for paying (at closing) a \$900.00 hook up fee per lot.
- W. By the filing of this Declaration, a homeowner's association known as the Allen Hills Association is hereby formed. The Association shall be organized as a Nebraska non-profit corporation. The owner of each Lot shall be a member of the Association. Each Lot shall have one vote in all matters to be decided by the Association; provided, however, that where an owner has combined two or more Lots into a Building Site, such owner shall have the same number of votes as

though such Lots had not been combined. Each lot owner by accepting the deed to any Lot, agrees to be bound by this Declaration, the Articles of Incorporation, the Bylaws and rules and regulations of the Association. The rights, duties and obligations of the Association shall be as set forth in this Declaration, its Articles of Incorporation and Bylaws. In addition to the rights, duties and obligations set forth in the Articles of Incorporation and the Bylaws, the Association shall:

1. Own and maintain the road system in Allen Hills Subdivision.
2. Institute a program of weed control within the Subdivision. The owner of each Lot shall mow and keep his Lot, including easement areas and 10 foot strip free of weeds and underbrush. In the event the Owner fails to mow the weeds and underbrush by May 15, June 15 and August 15 of any calendar year, the Association or its agents shall have the right to mow such Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the Lot. In the event the Association mows weeds and underbrush, it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners who designate to have their Lots mowed at a designated fee shall be assessed interest up to the highest annual rate allowable by law from the date the charges become delinquent, sixty (60) days after levy, until paid, and the Association shall have the right to impose a lien upon the property Owner in the amount of such unpaid charges and interest. The lien provided in this paragraph shall be a part of the assessed lien provided in Section X hereof.
3. Maintain the common areas and Green Space located within the Subdivision. This includes all areas located within Green Space that are subject to the conservation easement granted to the Audubon Society of Omaha or its successors in interest.
4. Maintain and control the use of all areas within the Subdivision designated as out lots, public areas and/or Green Space.
5. Obtain and maintain public liability insurance protecting the Association and the owner of the conservation easement on the Green Space from any liability they might incur as a result of their failure or alleged failure to properly protect and maintain the Green Space, roads and out lots in the Subdivision.
6. The Board of Directors, shall on an annual basis, project the cost and expense it anticipates will be incurred to perform the duties and obligations of the Association, herein known as annual dues, under these covenants and under its Articles of Incorporation and the
7. By-Laws. Such projected costs shall be assessed equally against all Lots in the Subdivision.

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Any and all assessments levied by the Association pursuant to this Declaration shall be a lien against each Lot. If the owner of any Lot fails to pay any assessment within ten (10) days following written notice thereof, the Association may, in addition to an action of law, foreclose such lien in the manner provided for the foreclosure of mortgages under the Revised Statutes of Nebraska. The assessment lien shall be junior and inferior to the lien of any first mortgage or deed of trust on the Lot but senior superior and prior to all other liens, claims or demands against the Property except real property taxes.

- X. In addition to the covenants enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning ordinances, rules and regulations of Washington County, Nebraska, and any other political subdivision having jurisdiction over Allen Hills Subdivision.

In the event that any present or future Owners of any of the real estate described hereinabove, their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants contained in this Declaration, it shall be lawful for the Association or any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from doing so and/or recover damages or other relief for such violation.

Invalidation of any one of these covenants by statute, ordinance, judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect. This Declaration and the covenants herein shall remain binding and in full force and effect unless at any time they are waived, changed or amended in writing by the Owner or Owners of a majority of the Lots comprising the real estate described hereinabove. In connection with the waiver, change or amendment of said covenants at any time, there shall be one vote for each platted Lot.

- Y. The Board of Directors on behalf of the Association may assess a fine to lot owners not exceeding \$100 per month for violation and continued violation of the covenants. In order for the Board of Directors to assess a fine, a warning letter must be sent to the lot owner and a minimum of 30 days must be allowed to correct the violation prior to a fine being assessed. Lot owners in arrears of dues, assessment or fines will not be permitted to vote on Association issues until they have paid their back dues, assessments or fines and are brought current.

ALLEN HILLS ASSOCIATION, INC.

A Nebraska Non-Profit Corporation

By: Ashley Rasmussen
Title: Chairman

STATE OF NEBRASKA

COUNTY OF ~~DOUGLAS~~ Washington

On this 23rd day of July, 2019, before me, the undersigned, a Notary Public in and for said county, personally came Ashley Rasmussen, Chairman of Allen Hills Association, a Nebraska Non-Profit corporation, to me personally known to be Chairman and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Seal this 23rd day of July 2019.

Lori Liefenbaugh

Notary Public



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