FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER
2025-25957
11/26/2025 01:17:34 PM
Deb Houghtaling
COUNTY CLERK/REGISTER OF DEEDS
Submitter: LAMSON, DUGAN & MURRAY, LLP
S-File
Recording fees paid:
$100.00
Pages: 16
By: PM
AMRC

AMENDED & RESTATED

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIDDEN HOLLOW, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by Hidden Hollow Homeowners Association, a Nebraska Nonprofit Corporation, hereinafter referred to as the "Declarant." This is an Amendment to Instrument #2020-48681 previously filed with the county.

PRELIMINARY STATEMENT

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

> Lots 1 through 119, inclusive and Outlots A through K, inclusive, Hidden Hollow subdivision, being a platting of part of the Northwest Quarter of Section 32, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska (the "Properties").

The Properties are situated in Hidden Hollow, a residential subdivision situated in Sarpy County, Nebraska and herein referred to as "Hidden Hollow". The Declarant desires to provide for the preservation of the values and amenities of Hidden Hollow, for the maintenance of the character and residential integrity of Hidden Hollow, and for the acquisition, construction, and maintenance of Common Facilities for the use and enjoyment of the residents of Hidden Hollow.

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

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to the Hidden Hollow Homeowners Association, a Nebraska nonprofit corporation, its successors, and assigns, formed or to be formed for the purposes set forth herein.

2. "Owner" shall mean and refer to:

(a) The record owner, whether one or more persons or entities, to any Lots which is part of the Properties, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

(b) The purchaser, whether one or more person or entities, under a recorded contract for sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

3. "Lot" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one or two parcels resulting from a Lot split, excepting therefrom any platted Outlot.

4. "Improved Lot" shall mean and refer to any Lot upon which shall be erected a completed dwelling and a certificate of occupancy issued for such dwelling.

5. "Declarant" shall mean and refer to all persons and entities signing this instrument, their successors, and assigns.

6. "Common Area" shall mean and refer to Outlot A-K of Hidden Hollow subdivision and any improvements thereon, which Outlot shall be owned by the Association, and shall include any additional real property owned by the Association. The Association shall own and maintain the common area.

7. "Common Facilities" shall include parks, dedicated and non-dedicated roads, walking trails, mailboxes, mailbox structures, green areas, signs, and entrances for Hidden Hollow and other improvements and facilities owned by the Association and/or Sanitary and Improvements District No. 337 of Sarpy County, Nebraska (SID 337).

ARTICLE II
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a Common Facility, church, school, park, or for other nonprofit use.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, above or below the ground (any of the foregoing hereinafter referred to as an "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 the Declarant as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall email one set of construction plans, detailed 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.

(b) Declarant shall review such plans in light of the conditions and restrictions in Article II of this Declaration and in relation to the type and exterior Improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as 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 the Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed within Hidden Hollow subdivision and to protect the value, character, and residential quality of all Lots in a manner consistent with this Declaration. Atypical Improvements and home designs such as dome houses, A-frame houses, and log cabins will not be approved. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, 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 emailed to the owners. Such notice shall be emailed 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 the approval or disapproval of any proposed Improvements. 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. All residences shall be constructed in accordance with the following requirements:

(a) Lots 1-85 (Hidden Hollow):

Dwelling Setbacks (feet from property line)

Front	25'
Side	7.5'
Street Side	25'
Rear	25'

Architectural Details: Front elevations shall be covered with 50% or more brick and/or stone. No wood shake shingles. Architectural asphalt shingle is required. Street side exposed foundation shall be covered with brick, stone, or stucco.

Driveways: All driveways shall be constructed of concrete and/or paving stones except that the approach between the sidewalk and curb shall be constructed of concrete.

Fencing: No fence shall be installed without prior approval from Declarant. All fencing shall be constructed of black wrought iron or black aluminum 6 feet in height.

(b) Lots 86-119 (Hidden Hollow Estates)

Front	25'
Side	7.5'
Street Side	25'
Rear	25'

Architectural Details: Front elevations shall be covered with 50% or more brick and/or natural stone. No wood shake shingles. Architectural asphalt shingle is required. Street side exposed foundation shall be covered with brick or stone.

Driveways: All driveways shall be constructed of concrete and/or paving stones except that the approach between the sidewalk and curb shall be constructed of concrete.

Fencing: No fence shall be installed without prior approval from Declarant. All fencing shall be constructed of black wrought iron or black aluminum 6 feet in height.

(c) Notwithstanding the foregoing requirements, the Declarant, in its sole discretion, shall have the right, but not the obligation, to allow variances to the building requirements by granting a specific written variance.

4. Landscaping plans shall be submitted in accordance with Section 2 of this Article. All landscaping shall conform to the following standards:

(a) Plans shall indicate any grade changes, walls, and berms.

(b) Each site shall be landscaped with a mixture of plant materials consisting of a representative sample of shade trees, ornamental trees, evergreen trees, evergreen shrubs, deciduous shrubs, and perennials/groundcovers.

(c) Landscaping shall be installed during the first available planting season following substantial completion of the residence.

(d) All swimming pool plans shall be approved by the Declarant and shall not extend more than one foot above ground level.

(e) Every lot must include one (1) front yard tree. Minimum tree size is a 2" caliper, ball and burlapped. No tree situated upon any Lot may be moved, removed, cut, or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut, or destroyed and the reason therefor, shall have been submitted to and approved in writing by Declarant in accordance with Section 2 of this Article II. For purposes of this Section, "tree" shall mean and refer to a tree of any type with a diameter larger than one (1) inch at a height of five (5) feet. Unless waived in writing by the Association, each Owner shall repair and maintain in good condition any and all trees, shrubs, and bushes placed in and along any public sidewalk easement area on their Lot. Should any of such trees, shrubs, or bushes be removed, die, or deteriorate into poor condition, the Owner of the Lot shall, at its expense, replace such trees, bushes, or shrubs with trees, bushes, or shrubs of the same or similar quality. In the event such replacement does not occur upon thirty (30) days written notice from either Declarant or the Association, then either the Declarant or the Association may cause such replacement to occur and charge the owner of the Lot for such replacement as allowed hereinafter.

(f) No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant.

(g) No wall shall exceed a height of six (6) feet unless otherwise approved by Declarant.

5. 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.

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". The foregoing restriction shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.

7. No exposed exterior broadcasting or radio antenna or satellite dish of any sort shall be permitted on any Lot except as provided in this section or otherwise preempted by law. The following types of antennas shall be permitted on a Lot if located on the rear of the residence or on a side of the residence which is not a street facing side, unless an acceptable quality signal cannot be obtained in any other location permitted herein, in which event the antenna shall be

located in the furthest position from the front of the house as possible that permits an acceptable quality signal: (1) a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (2) an antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; or (3) an antenna that is designed to receive local television broadcast signals. Antennas specifically permitted herein shall not require prior approval.

8. No tree house, shed, doll house, windmill, freestanding exterior solar heating or cooling devices, bunkers, or similar structures shall be permitted on any Lot.

9. 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 any Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be parked 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 non-commercial vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept, or maintained in any yards, driveways, or streets. However, this Article II, Section 9 shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction. All residential Lots shall provide at least a minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Gretna, Nebraska.

11. No incinerator, trash burner, or outside fuel tank shall be permitted on any Lot. No garbage or trash can, or container shall be permitted unless completely screened from view, except for pick up 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, rubbish, or cuttings shall be deposited on any street, road, or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the Improvements.

12. 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.

13. Construction must commence within one (1) year from the closing date on the purchase of any Lot and any Improvement shall be completed within two (2) years from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk shall be constructed of concrete five (5) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot at the sole cost and expense of the Lot Owner and shall comply with any requirements of the Americans with Disabilities Act, including, but not limited to the installation of sidewalk ramps where required. The sidewalk shall be placed six and a half (6.5) 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, or as soon thereafter as weather permits, but in no event later than six (6) years after the recording of the final subdivision plat; provided, however, this provision shall vary to comply with any requirements of the City of Gretna. If any Lot Owner fails to construct a sidewalk as required herein, within the time permitted herein, the Association may construct such sidewalk and assess the costs and expenses thereof against the Owner and Lot in the same manner as dues and assessments, or Sanitary and Improvement District 337 may construct the sidewalk and specially assess the costs and expenses thereof against the Lot.

15. Repair or replacement of driveway approaches shall be of concrete and the responsibility of the Lot Owner. No asphalt overlay of driveway approaches will be permitted.

16. The walking trails within the development shall be used for walking, jogging, biking, and any non-motorized vehicles. Electric bikes/scooters, golf carts, ATVs, UTVs, minibikes, dirt bikes, and go-carts are not permitted on the walking trails.

17. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any Lot. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed to be kept on any Lot.

18. No Owner shall maintain or permit any nuisance on any Lot, nor shall any Lot 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.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as not to be visible from the street. 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. Lots may not be split or subdivided and no residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by the same Owner, except parts of two or

more platted Lots may be combined into one Lot provided that any proposed Lot combinations or administrative subdivisions must be approved by Declarant.

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

22. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection, and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

23. No new construction, additions, or exterior modifications of any kind shall commence on any Lot without the prior written approval of the Board of Directors or the Architectural Review Committee ("ARC") appointed by the Board of Directors for such purpose. All plans, specifications, and materials must be submitted to the Board of Directors or ARC for review and must be consistent with the overall appearance, style, and character of the neighborhood, including materials, design, and scale. The Board of Directors or ARC shall have the authority to approve or deny any plans in accordance with the standards adopted by the Association.

24. No exterior painting or repainting of any home shall occur without the prior written approval of the Board of Directors or ARC. All exterior paint colors must be selected from a neutral, earth-tone palette approved by the Board of Directors or ARC and must be consistent with the architectural and aesthetic character of the neighborhood.

25. Each Owner shall maintain the exterior of their Lot and any structures thereon in good condition and in accordance with standards established by the Association. If an Owner fails to maintain the exterior of their Lot or home in a satisfactory manner, the Association may, after providing written notice, undertake such maintenance at the Owner's expense. The cost of such maintenance, together with any interest or collection costs, shall constitute a lien upon the Lot until paid in full, enforceable in accordance with applicable law.

ARTICLE III
HOMEOWNERS ASSOCIATION

1. The Association. Declarant has caused or will cause the incorporation of Hidden Hollow Homeowners Association, a Nebraska not-for-profit corporation (herein referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare, and enjoyment of the residents of Hidden Hollow, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep, and replacement of Common Facilities for the general use, benefit, and enjoyment of the Members. Common Facilities may include recreational facilities such as walking

trails, playgrounds, and parks, dedicated and nondedicated roads, green areas, signs, and entrances for Hidden Hollow. 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, or on property dedicated to a Sanitary and Improvement District.

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 to 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 enforcement of this Declaration and the exercise, promotion, enhancement, and protection of the privileges and interests of the residents of Hidden Hollow; and the protection and maintenance of the residential character of Hidden Hollow.

2. Membership and Voting. The Owner of each Lot shall be a Member of the Association. The Association shall include such further phases of Hidden Hollow as may be developed by the Declarant. Membership shall be appurtenant to ownership of each Lot and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons or entities, shall be entitled to one (1) vote per Lot on each matter properly coming before the Members of the Association, except that the Declarant shall have three votes for each Lot owned by the Declarant until the total number of Lots owned by non-Declarants equals 80% of the total number of Lots included in the Association (including further phases of Hidden Hollow as developed by the Declarant), at which time all Lots shall be entitled to one vote.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be effected from time to time by the Declarant by recordation, with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the definition of "Properties" and each shall be a "Lot" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, as in effect from time to

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

B. The landscaping, mowing, watering, repair, and replacement of parks, medians, and islands in cul-de-sacs, Outlot, and other public property and improvements on parks or public property within Hidden Hollow.

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

D. 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 coverage for the Association, Board of Directors, and officers of the Association, as needed, if desired.

E. 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 or the Bylaws, as the same may be amended from time to time.

F. 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.

G. 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.

H. 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.

I. The employment of managers, independent contractors, and such other employees and agents, which individuals or entities may also be members of the Board of Directors, as the Board may deem necessary to accomplish the purposes of the Association set forth in this Declaration, and the prescription of their duties and setting of their compensation.

J. The 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.

5. Mandatory Duties of Association. The Association shall maintain and repair any entrance landscaping, entrance monuments, parks, trees, shrubs, signs, decorative lighting, and other Association improvements that have been installed by Declarant in generally good and neat condition and shall maintain and repair any property or lots which the Association may own.

6. 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.

7. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments 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. Lots owned by the Declarant shall not be subject to imposition of dues, assessments, or Association liens.

8. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, 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, fees, late charges, 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 request of the Association a statement as to the amount of any unpaid dues or assessments.

9. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association.

10. Maximum Annual Dues. The Board of Directors shall assess dues in accordance with this Declaration, and except for special assessments authorized in accordance with Section 11 below, the aggregate annual dues which may become due and payable in any year shall not exceed the greater of:

A. Five Hundred Dollars ($500.00) per Lot; or

B. One Hundred Twenty-Five Percent (125%) of the aggregate dues charged in the previous calendar year.

11. Special Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may levy special 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, or for any other extraordinary costs. The aggregate amount of special assessments in each calendar year shall not exceed One Thousand Dollars ($1,000.00) per Lot unless the Board of Directors obtains approval from the Members by a majority vote of those Lots present, in person or by proxy, at a meeting called for the purpose of approving such special assessment.

12. 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 above.

13. 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 assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. In addition to the fine and assessments in Article X of this Declaration, any installment of dues or assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessments shall bear interest from the due date at the lesser of Fifteen percent (15%) per annum or the highest rate permitted by law. The Association may bring an action 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, all of which remedies shall be cumulative. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs, fees, late charges, 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 Facilities or abandonment of the Owner's Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, including interest, costs, fees, late charges, and reasonable attorneys' fees incurred by the Association. 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 with respect to such payment. The Board of Directors may suspend any Member's voting rights and right to receive Association benefits during any period in which such Member shall be in default of the payment of any dues or assessments levied by the Association.

15. 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.

16. Residential Use. All Lots in the subdivision shall be used for single-family residential purposes only. No short-term rentals, transient occupancy, or vacation rentals are permitted. Homes may only be leased as long-term, single-family residences for a minimum period of six (6) months. All tenants or occupants shall comply with the provisions of this Declaration, the Association's Bylaws, Rules, and any architectural or community guidelines adopted by the Association. Owners remain fully responsible for the conduct of their tenants and any violations of this Declaration.

ARTICLE IV
EASEMENTS

1. The properties are subject to the easements shown in the final plat of Hidden Hollow filed in the Register of Deeds Office of Sarpy County, including any subsequent phases or additions thereto, and any other easements filed of record with respect to the Properties or any part thereof.

ARTICLE V
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted only 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 all loss or damages arising out 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 in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, 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 executed by, or approved by written consent of, a majority of the Owners of Lots, or by a majority vote of the Owners of Lots present at a duly called meeting held for such purpose.

3. By written consent of the Declarant, for a period of five (5) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification or amendment will have on the Hidden Hollow subdivision and the Owner requesting the waiver.

Declarant's decision on any requested waiver, modification, or amendment shall be final and there shall be no right of appeal of Declarant's decision. 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 requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Declarant shall appoint the Association or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant. Unless previously assigned to the Association as provided in this Section, upon Declarant ceasing to own any Lots in the Properties, the Association shall immediately succeed to Declarant's authority and powers under this Declaration.

5. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Article X
ENFORCEMENT; FINES AND PENALTIES

1. Enforcement of Covenants, Rules, and Architectural Guidelines.

The Association shall have the authority to enforce the provisions of this Declaration, the Association's Bylaws and Rules, and any architectural guidelines adopted pursuant to this Declaration. Enforcement may include, without limitation, sending notices of violation, assessing fines, suspending rights or privileges of membership, and pursuing any remedies available at law or in equity.

2. Fining Standards.

a. Any changes, alterations, or new construction in violation of the Covenants and not approved by the Board of Directors (including, but not limited to, fences, patios, exterior paint colors, or exterior modifications) shall be assessed a fine of Ten Dollars ($10.00) per day, per incident.

b. Violations of a short or temporary nature, including, but not limited to, trash receptacles visible from the street, overgrown lawns or weeds, or campers/trailers kept on the property beyond the maximum allowed time, shall be fined One Hundred Dollars ($100.00). If such violation is not corrected, an additional fine of One Hundred Dollars ($100.00) per month shall be assessed until the violation is remedied.

3. Late Fees for Annual Dues.

a. Ninety (90) days past due: One Hundred Dollars ($100.00) penalty.

b. Six (6) months past due: Two Hundred Fifty Dollars ($250.00) penalty.

c. One (1) year past due: Five Hundred Dollars ($500.00) penalty.

d. Each additional year past due: Five Hundred Dollars ($500.00) penalty per year.

e. Three (3) years past due, the Association may initiate legal action to collect all outstanding dues, fees, and costs of collection.

f. Any unpaid assessments, fines, or other amounts due from an Owner shall accrue interest at the rate of 15% per annum, or the highest rate permitted by law, from the due date until paid in full.

4. Collection Costs and Liens. All costs of collection, including reasonable attorney's fees and court costs, shall be the responsibility of the Owner. Any unpaid fines, fees, or assessments shall constitute a lien on the Owner's Lot, enforceable in accordance with applicable law and the provisions of this Declaration.

5. Suspension of Rights. In addition to any other remedies, the Association may suspend an Owner's voting rights or use of common area amenities until all fines, assessments, or other amounts due are paid in full and the violation is cured.

6. Notice and Cure Period. Prior to the imposition of any fines or late fees, the HOA shall provide written notice to the Owner specifying the violation or overdue dues. The Owner shall have thirty (30) days from the date of notice to cure the violation or pay the past due amounts. If the violation is not corrected within thirty (30) days, a second notice shall be sent, specifying a "fix by" deadline and advising that fines or late fees may be imposed. After the deadline has passed, fines may be levied or late fees assessed in accordance with the standards set forth above.

7. Appeals. Any Owner subject to a fine or late fee may appeal such assessment by submitting a written request to the Board of Directors via email at info@hiddenhollowhoa.com within thirty (30) days of receiving notice. Upon receipt of the appeal, the Owner shall have thirty (30) days to present their case, either in writing or in person, to a Review Board composed of three (3) members of the Board of Directors. The Review Board shall issue a written decision within fifteen (15) days following the hearing. All rulings of the Review Board shall be final and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 26th day of November 2025.

DECLARANT:

Hidden Hollow Homeowners Association, a Nebraska Nonprofit Corporation

Cameron M. Ramaekers

By: Cameron M. Ramaekers

Title: President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of November 2025, by Cameron M. Ramaekers, known to me to be the President of Hidden Hollow Homeowners Association, a Nebraska Nonprofit Corporation, on behalf of corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

GENERAL NOTARY - State of Nebraska
CONNIE L HARROLD
My Comm. Exp. September 22, 2026

Annie L Harrold

Notary Public

4933-3963-0709, v. 2