

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FOUNTAIN HILLS  
LOTS 187 THROUGH 260

THIS DECLARATION, made on the date hereinafter set forth by  
FOUNTAIN HILLS JOINT VENTURE, a Nebraska Joint Venture composed of Equity  
Services, Inc., an Iowa corporation, and Creative Land Consultants, Inc.,  
a Nebraska corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described  
real property:

Lots 187 through 260, in Fountain  
Hills, a Subdivision, as surveyed,  
platted and recorded in Douglas  
County, Nebraska, and

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

NOW, THEREFORE, The Declarant hereby declares that all of the  
lots described above shall be held, sold, and conveyed subject to the  
following easements, restrictions, covenants, and conditions, all of which  
are for the purpose of enhancing and protecting the value, desirability and  
attractiveness of said lots. These easements, covenants, restrictions, and  
conditions shall run with said real property and shall be binding upon all  
parties having or acquiring any right, title or interest in the above described  
lots, or any part thereof, and they shall inure to the benefit of each owner  
thereof.

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No lot shall be used except for residential purposes.

A-2. No building, fence, wall, driveway, patio, patio enclosure,

building plot, nor shall any grading, excavation or tree removal be commenced, until the following is submitted and approved by the Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant:

- Plot Plan
- Grading Plan
- Construction Plans and Specifications
- Exterior Colors and/or Materials

Declarant shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character plan and scheme for development of the subdivision. The approval or disapproval of the undersigned Declarant or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such binding plot from the provisions of this paragraph.

A-3. No building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, and conforming to the following requirements:

TYPE OF DWELLING	MINIMUM AREA	LOCATION OF MINIMUM AREA
a. One story house with attached garage.	1,200 sq. ft.	On the main floor. (Garage must be at approximately the same level as the main floor.)
b. One story house with basement garage.	1,300 sq. ft.	On the main floor.
c. One and one-	1,200 sq. ft.	On the main floor.

e. Split entry (81-Level) house	1,300 sq. ft.	On the main floor
f. Tri-level (Split level) house	1,550 sq. ft.	Total area above grade.

The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other three sides; if the basement is more exposed above grade, it is a story. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports. Each dwelling shall have a two car garage with a minimum inside space of 20 feet by 20 feet.

A-4. Exposed portions of the foundations on the front of each dwelling are to be covered with either siding, brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-5. Fences shall be constructed only of wood, brick or stone. Wire or chain-link fences shall not be permitted.

A-6. Dwellings shall not be moved from outside of Fountain Hills onto any lot.

A-7. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-8. Public sidewalks are the responsibility of and shall be constructed by the then owner of a lot prior to the time of completion of a building and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and revisions thereof.

A-9. The Declarant has created a water drainage plan by grading the property and installing improvements and easements for storm drainage in

plans and specifications and the location of the proposed structure have been first approved in writing by Declarant. Dog runs shall be placed at the rear of the building.

A-11. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwellings may be kept, provided they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling except for the single dog house permitted in A-10.

A-12. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot. Any exterior air conditioning condenser unit shall be placed in the rear or side yard. Detached accessory buildings are not permitted.

A-13. No boat, camping trailer, campers, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time.

A-14. All lots shall be kept free of rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for

A-16. No noxious or offensive activity shall be carried on upon any lot, nor shall 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.

A-17. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-18. A Home Occupation(s) as defined in the Zoning Code, Omaha Municipal Code is (are) not permitted.

A-19. Gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

PART B. EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmissions of electric current for light, heat and power and for all telephone and telegraph message service under easements as specified in the final plat or as modified by due process, and license being granted for the use and benefit of all present and future owners of said lots: provided, however, that said easements are granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said easements within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then these easements shall automatically terminate and become void as

PART C. GENERAL PROVISIONS

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C-1. The declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

C-2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-3. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 24<sup>th</sup> day of September, 1979.

DECLARANT:

FOUNTAIN HILLS JOINT VENTURE,  
a Nebraska Joint Venture

STATE OF IOWA

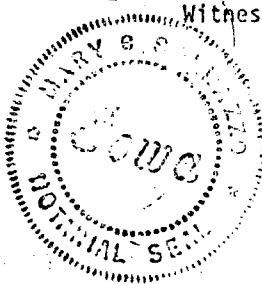
COUNTY OF WOODBURY

} ss.

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On this 24 day of September, 1979, before me the undersigned, a Notary Public in and for said County and State, personally came Ronald W. Nutt, known to me to be the Vice President of Equity Services, Inc., an Iowa corporation which corporation is a member of Fountain Hills Joint Venture, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation as such member of said joint venture, and the voluntary act and deed of said Fountain Hills Joint Venture, and that the corporate seal of said corporation was thereto affixed by its authority.

Witness my hand and official seal the day and year last above written.



Mary C. Sollazzo  
Notary Public Mary C. Sollazzo

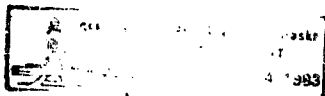
STATE OF NEBRASKA

COUNTY OF DOUGLAS

} ss.

On this 24<sup>th</sup> day of September, 1979, before me the undersigned, a Notary Public in and for said County and State, personally came Gene D. Svensen, known to me to be the President of Creative Land Consultants, Inc., a Nebraska corporation, which corporation is a member of Fountain Hills Joint Venture, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such corporation as such member of said joint venture, and the voluntary act and deed of said Fountain Hills Joint Venture, and that the corporate seal of said corporation was thereto affixed by its authority.

Witness my hand and official seal the day and year last above written.



Joyce T. Wright  
Notary Public

