

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR FOUNTAIN HILLS I-A

LOTS 1 THROUGH 134, INCLUSIVE

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; and by LARRY VOGT, JANIS and HERTA IVBULS, PORTER CONSTRUCTION CO., INC., a Nebraska corporation, COPELAND BUILDERS, INC., a Nebraska corporation, CRAIG MOORE, INC., a Nebraska corporation, and RECIC HOMES, INC., a Nebraska corporation, hereinafter collectively referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 134, inclusive, 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, conditions, 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, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole, solar heating or cooling equipment, wind generating equipment, or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any

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-half story house.	1,200 sq. ft.	On the main floor.
d. Two story house	1,800 sq. ft.	Total area above the basement level.
	1,000 sq. ft.	Minimum area on the main floor.

e. Split entry
(Bi-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 accordance with accepted engineering principles. No building shall be placed, nor any lot graded to interfere with such water drainage plan nor cause damage to the building or neighboring building or lots.

A-10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house shall be permitted provided the construction

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 dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing; no vegetation on vacant lots shall be allowed to reach more than a maximum height of six (6) inches.

A-15. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

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 to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B-2. All telephone and electric power service from property line to dwelling shall be underground.

PART C. GENERAL PROVISIONS

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 19 day of July, 1978

DECLARANT:

FOUNTAIN HILLS JOINT VENTURE,
a Nebraska Joint Venture

BY: Creative Land Consultants, Inc.,
a Nebraska corporation

By [Signature]
President

BY: Equity Services, Inc.,
an Iowa corporation

By [Signature]
President



LARRY VOGT

Larry Vogt

JANIS IVBULS

Janis Ivbuls

HERTA IVBULS

Herta Ivbuls

PORTER CONSTRUCTION CO., INC., a
Nebraska corporation

By *Paul Porter*

COPELAND BUILDERS, INC., a Nebraska
corporation

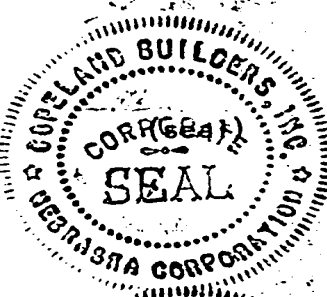
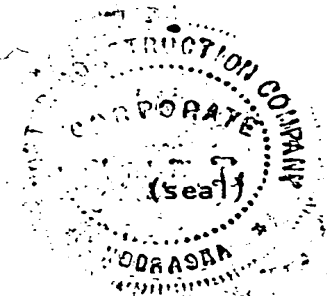
By *Wm Copeland Pres*

CRAIG MOORE, INC., a Nebraska corporation

By *Kathryn A. Moore, secy*

RECIC HOMES, INC., a Nebraska corporation

By *Mary P. Recic*



STATE OF IOWA
COUNTY OF WOODBURY

} ss.

1978

On this 27 th day of June, ~~1977~~, before me the undersigned, a Notary Public in and for said County and State, personally came W.F. Nutt, known to me to be the 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.

LaVonne Rae
Notary Public
My commission expires September 30, 1979

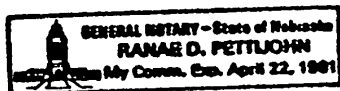


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 6 day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally came Glenn L. Buck, 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.

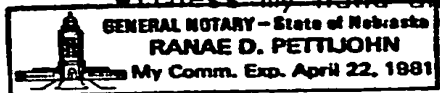
Ranae D. Pettjohn
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me, a notary public, duly commissioned and qualified in and for said county, appeared Larry Vogt, who is personally known by me to be the identical person whose name is affixed above, and he did acknowledge his execution of the foregoing to be voluntary act and deed.

Witness my hand and official seal the date last aforesaid.



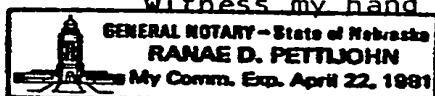
Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me, a notary public, duly commissioned and qualified, and for said county, appeared Janis Ivbulis and Herta Ivbulis, who are personally known by me to be the identical persons whose names are affixed above, and they did acknowledge their execution of the foregoing to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.



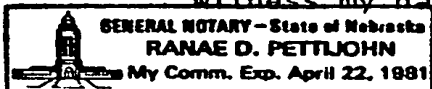
Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally came Randy Porter, known to me to be the Secretary of Porter Construction Co., Inc., a Nebraska corporation, 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, 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.

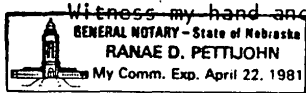


Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally came Wm Copeland, known to me to be the President of Copeland Builders, Inc., a Nebraska corporation, 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, and that the corporate seal of said corporation was thereto affixed by its authority.



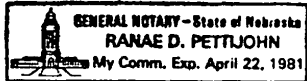
Witness my hand and official seal the day and year last above written.

Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally came Kathryn Ann Moore known to me to be the Secretary of Craig Moore, Inc., a Nebraska corporation, 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, and that the corporate seal of said corporation was thereto affixed by its authority.



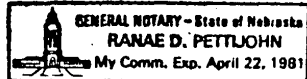
Witness my hand and official seal the day and year last above written.

Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally came Wayne Recic, known to me to be the President of Recic Homes, Inc., a Nebraska corporation, 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, 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.

Ranae D. Pettijohn
Notary Public

My commission expires on 4-22-81

Book 600
Page 330
of Three
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CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEBR.

C Recic