

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, AND EASEMENTS
FOR FOWLER ACRES

ARTICLE I

PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS, AND EASEMENTS

The following covenants shall run with the land in Lots One (1) through twelve (12) inclusive and Lots Fourteen (14) through Seventeen (17) inclusive in FOWLER ADD. a subdivision in Sarpy County, Nebraska, as surveyed, platted, and recorded and shall be binding on the owners of all of said Lots above described and on all persons claiming under them until the first day of April, 2010, unless at any time waived or amended in writing pursuant to this Declaration by the owners of the Lots in said subdivision, and after the first day of April, 2010, said covenants shall be automatically extended for successive periods of ten years unless the then owners of the Lots in said subdivision waive or amend said covenants in whole or in part pursuant to this Declaration. In connection with waiver or amendment of said covenants at any time, the owner of each platted lot in said subdivision shall be entitled to one vote.

By accepting a deed to any of said Lots, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all covenants as fully as if they had joined in this Declaration, and said grantee by accepting a deed further agrees to become a member of any Homeowner's Association later formed by the undersigned or their legal representative for said subdivision, pay the dues therefor, and subject his Lot to the lien of any assessments levied by said Association.

If any grantee, or his heirs, personal representatives, administrators, successors, assigns, or grantees violate or attempt to violate any covenant, the undersigned or any other owner may bring suit in law or equity against the person violating or attempting to violate such covenant, either to prevent him from so doing by injunction or for damages for such violation, or to require said grantee to become a member of a Homeowners' Association, if later formed by the undersigned or their legal representative, and pay the dues and assessments of such association as above set forth.

All references herein to "the undersigned" shall refer only to LEE L. FOWLER and MARY K. FOWLER, and all rights, powers, options and privileges reserved to them shall pass to the assignee or nominee of LEE L. FOWLER and MARY K. FOWLER only, or to the survivor of them, and to the assignees or nominees or heirs, successors, and personal representatives of such survivor.

ARTICLE II

DEFINITION OF A SINGLE LOT AND
MAXIMUM NUMBER OF RESIDENCES TO BE PERMITTED

A single Lot for the purposes of this declaration is a Lot as now platted. It is the intention of the undersigned to permit construction of a total of no more than sixteen single-family residences in said subdivision.

ARTICLE III

BUILDING RESTRICTIONS

No Lot shall be improved except in accordance with the following minimum specifications as to size, style, design, type and location of improvement:

1. The Lots shall be used only for single-family residences and no other purpose, and no single-family residence Lot hereinafter will be occupied or used for anything other than a single-family residential purpose at a density no greater than one single-family residence for each Lot.

2. No Lot shall be used as a building site for a residential structure if the Lot has been reduced in area below its originally platted size.

3. The structure comprising a single-family residence shall consist of a detached dwelling designed to accommodate a single person or a single family group of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

a. The ground floor enclosed area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Five Hundred (1,500) square feet of finished space on the main living area.

b. The ground floor enclosed area of every two-story or one and one-half story dwelling exclusive of open porches, open breezeways, basements, and garages shall be not less than Eleven Hundred (1,100) square feet on the first floor.

c. The ground floor enclosed area of every split-level type of dwelling with the garage built under the dwelling, shall have combined ground floor area including the floor area above the garage, exclusive of open porches, open breezeways, basements, and garages, of not less than One Thousand Two Hundred (1,200) square feet.

d. Any dwelling or garage shall be constructed a minimum of Seventy (70) feet from the front Lot line.

e. All dwellings shall have attached or detached enclosed garages of not less than Four Hundred and Fifty (450) square feet. The enclosed garage shall have a minimum of two stalls with each stall being so structured as to allow ease of ingress and egress of a standard size automobile into each stall simultaneously. All garages must be constructed to conform to the general appearance, composition, and design of the main dwelling. No carports will be allowed.

f. Any detached building or other structure constructed must conform to the general appearance, composition and design of the main dwelling. No such building or structure shall be constructed between the front house line and the front property line. Any construction must comply with all applicable governmental zoning regulations and minimum set-back requirements.

g. No dwelling, garage or building shall be built, altered, constructed or maintained on any Lot unless same shall conform to the restrictions and covenants of this Declaration and unless the Owner thereof shall have obtained the express written approval for such construction from the undersigned or their legally designated representative. Any construction shall conform to the general appearance, exterior color or colors, harmony or external design and location in relation to surroundings and topography and other relevant architectural factors, location within Lot boundary lines, quality of construction, size and suitability for residential purposes of such single-family residence. Prior to any construction or grading on a Lot, the Owner must first submit construction plans to the undersigned and secure their written approval thereof. Plans shall include site plans showing location of residence, other buildings, and structures. Said plans shall include at least one (1) exterior elevation, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Plans will not be returned to the Owner. Within sixty (60) days after receipt of said plans, the undersigned shall either notify the Owner in writing of their approval of plans or of disapproval with reasons therefore, but if undersigned shall fail to send either notice within the 60-day period, then such plans shall be deemed approved, provided that said request shall have been sent by certified mail to the undersigned.

h. No dwelling may be built of material other than wood, stone, brick, brick veneer, or combination thereof. Exposed foundation on the front of the dwelling shall be brick or stone-faced. Roofs shall be covered by standard roofing materials. All chimneys shall be enclosed and faced with wood, brick, or stone. Each dwelling shall have a minimum of 40% brick or stone facing on the front elevation.

No form of plain concrete block shall be allowed for facing on the front of any dwelling. All facing shall be of decorative wood, stone, or brick. No dwelling, garage, or building shall be of flat roof design.

i. No playground or recreational equipment or other constructed facility shall be build, placed, or maintained forward of the front line of any dwelling, other than concrete, brick, or stone sidewalk connecting house, street, and driveway. No fence or wall of any type shall be constructed between the front house line and front property line or along the front property line unless same is a decorative fence or wall and is approved in writing by the undersigned or their legally designated representative.

j. No dwelling shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height and no permitted structure including the dwelling shall exceed sixty-five (65) feet in height.

k. No structure may be constructed closer than twenty-five (25) feet to its rear property line. No structure shall be erected closer than thirty (30) feet to its side lot line.

l. All front and side yards shall be sodded or seeded. All utility lines leading from lot line to dwelling shall be placed underground. No above ground storage tanks shall be allowed except for propane tanks.

m. Each dwelling constructed shall have a hard surface driveway of a minimum width of twelve (12) feet and length of thirty (30) feet and said driveway shall be constructed of either asphalt or concrete. The driveway shall be installed at the time of the construction of the dwelling.

n. Provided the provisions of the covenants, conditions, and restrictions contained herein are met, two (2) external buildings will be allowed. The maximum building size will be two (2) stories, matching the motif and design of the single-family dwelling and will not be larger than One Thousand Two Hundred (1,200) square feet.

o. No substantial landscaping, antenna, ditch, fence, pool, tennis court, wall, or other structure or associated structures, in any location within public view, will be altered, built, constructed, erected, installed, planted or otherwise maintained or undertaken on any Lot unless same shall conform to the restrictions and covenants of the Declaration and unless the Owner thereof shall have obtained express written approval from the undersigned or their legally designated representative as to general appearance,

composition, design, exterior color or colors, and suitability for residential purposes.

p. After commencement thereof, all approved or permitted construction on any Lot will be as diligently as practicable prosecuted to completion and no approved or permitted construction will be maintained on any Lot in uncompleted or unfinished conditions for more than twelve (12) months after such approval is obtained.

q. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot. The general grade and slope of a Lot shall not be altered or changed substantially without prior written permission of the undersigned or their legally designated representative.

r. No aerial towers shall be erected or maintained on any Lot or any improvement thereon.

ARTICLE IV

USE RESTRICTIONS

1. The following restrictions are imposed upon the Lots for the benefit of each other Lot and may be enforced by an Owner or the undersigned or the undersigned's legally designated representative.

a. No garbage, refuse, rubbish or cuttings shall be deposited on any street or road and not on any Lot unless placed in a suitable container. Any such container must be stored or maintained in an enclosed structure or the garage so as not to be in public view. No trash or other refuse shall be maintained on any Lot.

b. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved in this Declaration. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted. Upon completion of the construction, debris must be removed from the area.

c. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

d. No driveway will be constructed or maintained in any way that will cause erosion or water damage to formal constructive roadways throughout the subdivision.

e. No used or previously erected or temporary house, mobile home, structure, house trailer or non-permanent

outbuilding shall ever be placed, erected or allowed to remain on any Lot for more than seven (7) days within any calendar year. For these purposes, mobile homes shall mean a living quarters capable of being moved on its own wheels but not capable of being propelled by a self contained engine.

f. With the exception of two chattels, whether they be boats, campers, tractors, utility trailers or a combination thereof, which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. The two or fewer unenclosed chattels shall be stored to the rear of the Lot and behind the residence.

g. No automobile, motorcycle, truck or other vehicle shall be repaired, dismantled, or stored on any Lot except in an enclosed structure.

h. No advertising sign or other poster shall be maintained on any Lot except that a sign belonging to a Owner advertising his Lot for sale may be maintained provided that said sign is not larger than four (4) square feet.

i. With the exception of two horses per family and two dogs and two cats of the customary household variety, no animals, livestock, birds, poultry or other creatures may be bred, kept, or maintained on any Lot.

j. No excess or unused building material or materials will be kept, stored or otherwise maintained on any Lot in a location within public view, other than for use or uses connected and terminating with approved or permitted construction, and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot.

k. The Owner of each Lot shall keep said Lot or Lots free from weeds and debris. If after fifteen (15) days written notice to the Owner by the undersigned, their legal representative, or the Homeowners' Association, the Owner of any Lot does not remove the weeds or debris, the undersigned, their legal representative, or the Homeowners' Association may remove the weeds or debris and any cost of said removal shall be charged to the Owner and shall be a lien on his Lot until paid in full.

l. No garden or field crops shall be grown upon that portion of any Lot nearer to the street than the minimum set back line provided for in this Declaration; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The Owner shall take

whatever steps are necessary to control noxious weeds on his Lot. Ground cover shall be maintained on all Lots in order to prevent erosion. Any and all dead trees and shrubbery on any Lot must be removed at the Owner's expense.

m. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any land in the subdivision, nor shall hunting or trapping be permitted in any manner whatsoever. All rubbish, trash and garbage shall be removed from the subdivision at the Owner's expense.

n. Power mowers and other power equipment shall not be operated before eight o'clock A.M. or after seven o'clock P.M.

o. All owners shall observe posted speed limits set by the undersigned when operating motor vehicles on the private roads servicing Fowler Acres.

ARTICLE V

EASEMENT FOR PUBLIC UTILITIES

1. A perpetual license and easement is hereby reserved for the benefit of the various public utility services, their successors and assigns, over, upon and below a five (5) foot strip of land adjoining the rear, side and front boundary lines of each Lot to locate, erect, construct, reconstruct, inspect and maintain sanitary sewers, storm sewers, drains, gas and water mains and lines, electric lines, telephone lines, television antenna lines and other utilities necessary for this subdivision. The parties to whose benefit this reservation may run may enter upon said easement area without the consent of the then record Owner of said property, at any time, in order to locate, erect, construct, reconstruct, inspect and maintain the above described improvements. No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of a utility easement or right-of-way which may damage or interfere with the use of the easement.

2. A perpetual easement is hereby granted to the Omaha Public Power District to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land five (5) feet in width on each side yard line and each

front yard line and a ten (10) foot wide easement across the rear lot line of each Lot described on Page One of this Declaration of Covenants and Restrictions.

No permanent buildings, trees, fences, pavements, retaining walls, loose rock walls or similar improvements shall be grown, built or maintained within the area of the utility easement or right of way which may damage or interfere with the use of the easement.

ARTICLE VI

AMENDMENTS

These covenants and restrictions may be amended during the first twenty (20) years from the date of the recordation of this Declaration by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be properly recorded.

ARTICLE VII

ENFORCEMENT

Enforcement of these covenants and restrictions may be brought by the undersigned, their legal representative, the Homeowners' Association, or any owner of a Lot by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the undersigned, their legal representative, the Homeowners' Association, or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. However, nothing herein contained in this Declaration shall in any way be construed as imposing upon the undersigned, their legal representative, the Homeowners' Association, or Owners any liability, obligation or requirement to enforce this Declaration or any of the provisions contained herein.

ARTICLE VIII

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way effect any other provisions which shall remain in full force and effect. The invalidity of any one of these covenants or restrictions, or inapplicability hereof as to any Lot encompassed within these covenants, by judgment or Court order, shall in no way effect the validity of the covenants and restrictions remaining or their applicability as to the Lots remaining subject hereto.

ARTICLE IX

ASSIGNMENT

1. The rights, powers and responsibilities of the undersigned as outlined and contained in this Declaration may be assigned and delegated by the undersigned to any Architectural Control Committee of three or more representatives appointed by the undersigned.

2. If the undersigned assigns and delegates their duties under this Declaration to an Architectural Control Committee, then the Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the subdivision conform to and harmonize with existing surroundings and structures pursuant to this Declaration.

3. The undersigned or the Architectural Control Committee shall approve or disapprove all plans and requests within sixty (60) days after submission. In the event the undersigned or the Architectural Control Committee fails to take any action within sixty (60) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with provided that said request shall have been sent by certified mail to the undersigned or the Architectural Control Committee.

4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

5. The Architectural Control Committee shall maintain written records of all applications.

6. The undersigned or the Architectural Control Committee shall not be liable for damages to any person submitting requests for approval or to any Owner within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such applications or requests.

ARTICLE X

MODIFICATION

The undersigned or their assignee, the Architectural Control Committee, for the purpose of avoiding undue hardship, shall have the right to waive partly or wholly the application to any Lot of any covenant, restriction, or easement described herein. Any such waiver, however, must be in writing.

IN WITNESS WHEREOF, the undersigned, Owners of real estate described herein, have executed this Declaration the day and year

92-05411 I

first above written.

Lee L. Fowler
 Lee L. Fowler
Mary K. Fowler
 Mary K. Fowler

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

On this 12 day of March, 1992, before me, a Notary Public duly commissioned and qualified in and for said County, personally came LEE L. FOWLER and MARY K. FOWLER, personally known to me to be husband and wife and the identical persons who signed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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

[Signature]
 Notary Public
 NOTARIAL PUBLIC
 ex: 9130-94

ED CALPY CO. RE.
 INSTRUMENT NUMBER
92-05411
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 REGISTER OF DEEDS

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