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BOOK 59 of Misc. Rec.
PAGE 2131

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Page 1 of 6

Carl W. Hildebrand
REGISTERED SURVEYOR

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

THIS DECLARATION, made on the date hereinafter set forth, is made by William E. James and Phyllis J. James d/b/a/ Forest Hills Developers. (:Declarant") hereinafter collectively referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots one (1) through seven (7) inclusive, in Forest Hills a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declare that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easement shall run with such real estate and shall be binding upon thereof, as is more fully described herein. The Lots, and each Lot as and shall be subject to all and each of the following conditions and other terms:

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes and shall provide living units for no greater than one family per lot.

2. The finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

- (a) 2000 finished square feet per dwelling; as approved in paragraph three (3).

For each dwelling there must be erected a private garage for not less than two (2) cars.

3. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station("disc"), flag pole, solar heating or cooling device, tool shed, windmill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "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 Declarant as follows:

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(b) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Concurrent with submission of the plans, owner shall notify the Declarant of the owner's mailing address.

(c) Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(d) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of the submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

(e) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, 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 any proposed Improvement. 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 Improvement.

(f) Existing trees are to remain, excepting in those cases whereby the removal of same is in accordance with an approved Improvement as outlined above.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding.

5. 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"; nor shall the premises 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. Further, no retail business activities of any kind whatsoever shall be conducted on any Lot. Provided::

however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot.

7. 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 the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden lawn or maintenance equipment of any kind whatsoever shall be erected or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence.

10. 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. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

11. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

12. No stable or other shelter for any livestock, fowl, or poultry shall be erected, altered, placed, or permitted to remain on any Lot. Provided however that the foregoing shall not prohibit the keeping and maintenance of domesticated pets as are allowed in residential property within the city limits of the City of Bellevue, Nebraska.

13. Any exterior air conditioning condensor unit shall be placed in the rear yard or any side yards so as not to be visible from public view.

14. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings, or modular housing improvements shall be moved from outside Forest Hills to any Lot.

15. It is understood that Old Hickory Road and/or any alternate road constructed to service this property shall require maintenance, snow removal, and underground electrical service, which cost shall become the responsibility of the owners of Lots 1 through 7, Forest Hills subdivision, and shall be paid by each owner on a prorated basis determined by the number of residences constructed on Lots 1 through 7 or as otherwise agreed by the owners of those Lots.

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ARTICLE 11
EASEMENTS

1. A perpetual easement is hereby granted to Omaha Public Power District, Northwestern Bell Telephone Company, City of Bellevue, and Peoples Natural Gas Company and to their respective successors and assigns, to erect and maintain water, gas, electrical, sanitary sewer and telephone facilities along the front 25 feet of Lots One (1) through Seven (7), Forest Hills subdivision. All such utility service lines shall be underground.
2. A perpetual easement is hereby granted to all lot owners of record of Lots 1 through 7, Forest Hills Subdivision, Sarpy County, Nebraska, and to their respective successors and assigns, to erect, maintain and use a road across the North 50 feet of Lot 16, Riverview Heights Addition, Sarpy County, Nebraska, as per addendum to this Declaration, here by attached and recorded as part of this Declaration.
3. A perpetual easement is hereby granted to owner(s) of record of Block 157, City of Bellevue, Sarpy County, Nebraska, and to their respective successors and assigns, to the East twenty-five foot of Lot 1, Forest Hills Subdivision, as per recorded plat to erect, maintain and use a road for purpose of ingress or egress.

ARTICLE III
GENERAL PROVISIONS

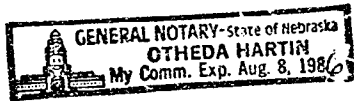
1. The Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues 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 the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of four (4) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75) per cent of the Lots covered by this Declaration.
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 have caused these presents to be executed this 25th day of July, 1986.

FOREST HILLS DEVELOPERS
BY

William E. James
WILLIAM E. JAMES

Phyllis J. James
PHYLLIS J. JAMES



STATE OF NEBRASKA
COUNTY OF SARPY

The foregoing instrument was acknowledged before me this 25th day of July, 1986, by WILLIAM E. JAMES and PHYLLIS J. JAMES.

Gtheda Hartin
NOTARY PUBLIC

My commission expires Aug 8, 1986

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ADDENDUM to be attached as a part of Article II, Declaration of Covenants, Conditions, Restrictions and Easements for a part of Forest Hills Subdivision, Sarpy County, Nebraska.

EASEMENTS (continued from page 4)

4. A ten foot road shoulder easement to save existing trees within the twenty-five road easement granted in paragraph 3 of this document is hereby granted to owners of record of Block 157. Should existing trees in this East twenty-five foot of Lot 1 be destroyed or removed by owners of record of Block 157, this grant is voided and the ten foot shoulder easement will revert owner/owners of record of Lot 1. This ten foot easement starts at a point of 38 feet North of plat mark 179 degrees, fifty minutes, twenty-seven seconds which is the intersecting point of Olde Hickory Road, and continues to a point 83 feet North from the same plat mark.

ADDENDUM to be attached as a part of Article II, Declaration of Covenants, Conditions, Restrictions and Easements for a part of Forest Hills Subdivision, Sarpy County, Nebraska.

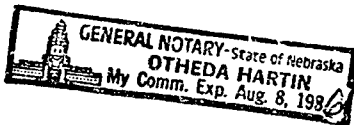
A perpetual easement is hereby granted to all lot owners of record of Lots 1 through 7, Forest Hills Subdivision, Sarpy County, Nebraska, and to their respective successors and assigns, to erect, maintain and use a road across the North 50 feet of Lot 16, Riverview Heights Addition, Sarpy County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

- 1) is lawfully seised of such real estate and that is is free from encumbrances
- 2) has legal power and lawful authority to convey the same;
- 3) warrants and will defend title to the real estate against the lawful claims of all persons.

Randall E. Lloyd
RANDALL E. LLOYD

Rosalind M. Lloyd
ROSALIND M. LLOYD



Came before me on July 25 1986, RANDALL E. LLOYD and ROSALIND M. LLOYD who declare themselves as owners of record of Lot 16, Riverview Heights Subdivision, Sarpy County, Nebraska.

Otheda Hartin
NOTARY PUBLIC

My Commission Expires Aug 8, 1986