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D E C L A R A T I O N

FOUR FOUNTAINS  
a subdivision in Douglas County, Nebraska,  
as surveyed, platted, and recorded

This DECLARATION, made MARCH 20, 1975, by  
FOUR FOUNTAINS, INC., a Nebraska Business Corporation  
with its registered office in Omaha, Douglas County,  
Nebraska, hereinafter called "Declarant",

WITNESSETH: THAT,

WHEREAS, Declarant is the owner of certain property in Douglas County,  
Nebraska, more particularly described as:

Lots 3 through 52, inclusive and  
Outlots A through D, inclusive, Four  
Fountains, a subdivision located in the  
Northwest Quarter of the Southwest  
Quarter of Section 33, Township 16 North,  
Range 12 East, Douglas County, Nebraska

and to subject that said property to conditions and other terms  
appropriate, convenient, or necessary to preserve and promote its  
clustered private residential character in conformity to and in  
coordination with the general scheme of development;

WHEREAS, for the effectuation of such general scheme of development  
and use, applicable subdivision and zoning regulations permit and  
require the execution and delivery for filing and recording of an  
instrument or Declaration of Covenants, Conditions, and Restrictions  
as to the permanent maintenance of open space, common grounds, or  
recreational areas in connection with such clustered private  
residences;

NOW, THEREFORE, in consideration of the matters herein recited,  
Declarant does hereby

DECLARE as follows, to-wit:

ARTICLE I

DEFINITIONS

Section 1. Association. Shall mean and refer to FOUR  
FOUNTAINS TOWNHOMES ASSOCIATION, its successors and assigns.

Section 2. Owner. Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties. Shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area. Shall mean and refer to that area described as Outlots A through D, inclusive, Four Fountains, a subdivision in Douglas County, Nebraska, and the facilities and improvements thereon, which areas are to be maintained by the Association for the non-exclusive common use and enjoyment of the Owners. The Common Area owned is to be transferred to the Association prior to the time of the conveyance of the first Lot to an Owner.

Section 5. Lot. Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties included in the "Whereas" section, above, with the exception of the Common Area.

Section 6. Declarant. Shall mean and refer to FOUR FOUNTAINS, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. Architectural Control Committee. Shall mean the committee appointed by the FOUR FOUNTAINS TOWNHOMES ASSOCIATION.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### COVENANTS AND USE RESTRICTIONS

Section 1. The property is and will be through December 31, 1995, subject to all and each of the following conditions and other terms, hereafter called "covenants":

(a) except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of the Common Area will be occupied or used for other than open space or recreational area purposes and owners of all townhome lots and related purposes as determined by Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

(b) except for such townhome lot or townhome lots or part thereof as may from time to time be added to or occupied or used as part of or in connection with the Common Area, no townhome lot will be occupied or used for other than single-family clustered residential purposes, and no townhome lot will be occupied or used for such residential purposes at a density greater than one single-family clustered residence for each townhome lot.

(c) the structure or associated structures comprising a single-family clustered residence will consist of a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling designed to accomodate a single person or one family group together with household servant or servants of not more than two and one-half (2½) stories in height with an enclosed private garage equipped with an automatic or remote control device for operation of its door or doors and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate, convenient, or necessary for clustered residential purposes.

(d) No single-family clustered residence will be altered, built, constructed, or otherwise maintained on any townhome lot without an express writted Approval executed by Association through its Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or by its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within townhome lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such

single-family clustered residence; and no exterior air condition equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any townhome lot without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

(e) after commencement thereof all approved or permitted construction on any townhome lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhome lots in uncompleted or unfinished condition for more than eighteen (18) months.

(f) no driveway or sidewalk and no structural element of any approved or permitted single-family clustered residence or exterior part thereof will be maintained on any townhome lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

(g) no exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any townhome lot; and no barn, shack, tent, trailer, or other moveable or temporary structure will be maintained on any townhome lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses connected and coterminous with approval or permitted construction.

(h) no driveway will be constructed or maintained on any townhome lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surface, from the line of any intersected public sidewalk nearest such townhome lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

(i) no grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectional shrubs or trees will be maintained on any townhome lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

(j) no basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any townhome lot, other than in a location out of public view, without an express written Approval executed by Association through its Architectural Control Committee in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any townhome lot, other than in a location out of public view.

(k) no advertising sign or other poster other than a sign of an area of not more than four (4) square feet advertising such townhome lot for sale or a sign or signs belonging to Declarant as owner of such townhome lot will be maintained on any townhome lot.

(l) no excess or unused building material or materials will be kept stored, or otherwise maintained on any townhome lot in a location within public view, other than for use or uses connected and coterminous with approval or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any townhome lot.

(m) No boat, camper, trailer, or similar chattel will be maintained on any townhome lot, other than in an enclosed structure, for more than twenty (20) days within any calendar year; and no automobile, motor cycle, truck or other vehicle will be repaired, torn down, or stored on any townhome lot, other than in an enclosed structure.

(n) no birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reaonable quantity will be bred, kept, or otherwise maintained on any townhome lot.

(o) no commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted or otherwise permitted to commence or continue on any townhome lot.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, but not to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in the preceding paragraph with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by the preceding paragraph. When more than one person holds such interest or interest in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) On March 20, 1981, or five (5) years following the conveyance of the first Lot to an Owner, whichever date occurs first.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot except those exempt under the following provisions, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the Properties.



Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above (5%) by a vote of two-thirds (2/3) of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the common properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Authorized Action. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments shall be fixed at a uniform rate as to all Lots in the Properties, except those exempt under Section 10 of this Article. Annual assessments shall be fixed at a uniform rate for all Lots owned by Class A Members and all Lots owned by the Class B Member(s) upon which a Unit shall have been completely constructed and for which a certificate of occupancy shall have been issued. In lieu of an annual assessment to be paid by the Class B Member(s) upon vacant Lots or Lots upon which a Unit is under construction but for which no certificate of occupancy has as yet been issued, the Declarant shall, prior to the conveyance of the first Lot to an Owner, enter into a maintenance agreement with the Association whereby any costs of maintenance and of the other functions of the Association in excess of the revenue from annual assessments being collected from built-upon Lots shall be borne by Declarant until such time as the Class B membership is converted to Class A, at which time Declarant's duty shall terminate and the Association shall perform or cause to be performed its own such duties. Upon said date of termination, the Lots owned by Declarant shall be subject to assessments at a uniform rate with all other Lots, whether or not the same have been built upon.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence, as to each Lot, on the first day of the first month following the completion of a Unit upon said Lot and the issuance of a certificate of occupancy or the actual occupancy of any said Unit, whichever shall first occur. The annual assessments, as to any Lots owned by Declarant which shall become subject to assessment upon termination of the Class B membership as above provided, shall commence upon the first day of the first month following the termination of said Class B membership. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days prior to the fiscal year of the Association, which shall coincide with the annual assessment period commencing on January 1 of each year and terminating on December 31 thereof. Written notice of the annual assessment shall be sent to each Owner subject thereto at least thirty (30) days prior to the due date thereof. The

failure of the Board to so notify each Owner in advance shall not relieve any Owner of his obligation to pay assessments. The due date or installment dates of the annual assessment shall be established by the Board of Directors. 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 assessments on a specified Lot have been paid to the date of request, any delinquent sums, if any, and the due date and amount of the next succeeding assessment or installment thereof.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. In the event the unpaid assessment is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual installment immediately due and payable at its option. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer to the extent the excess sale proceeds after deduction of sale and court costs and expenses and satisfaction of prior liens shall not be sufficient to satisfy the assessment lien. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Lots Exempt from Assessments. Other than Lots exempt under the provisions of Section 6, above, all Lots shall be subject to a uniform annual assessment except for Lots owned by or conveyed to, and accepted by, any political subdivision of the Federal, State or any local governments and Lots owned by or conveyed to, and accepted by, the Association. Such Lots shall be exempt from assessment from and after the date of filing of any such conveyance with the Register of Deeds of Douglas County, Nebraska, until a Lot is thereafter conveyed to a party or entity not qualifying for exemption under this Section.

Section 11. Insurance. The Association shall maintain insurance and the proceeds thereof disposed of as follows:

(a) The Association shall procure and maintain for each private clustered residence within the limits of all real property included in membership or for each group thereof sharing any one or more common structural elements for the benefit of all of the contract purchasers or owners thereof and all of the mortgagees thereof according to their respective interests therein one or more policies of insurance against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril; and all members shall be entitled to procure and maintain any additional insurance with the same or additional coverage.

(b) The proceeds of all such insurance shall be applied, disposed of, and used to effect repairs or replacements in the event of damage or destruction covered by such insurance; and the corporation may effect any repairs or replacements not so covered and fix an extra charge for the reasonable costs of such repairs or replacements.

(c) Liability and other insurance may from time to time be procured and maintained as determined by the Board of Directors.

(d) All premiums and other costs of insurance may from time to time be allocated or assessed among the members as determined by the Board of Directors.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Establishment. The Board of Directors of the Association shall appoint three (3) or more persons to serve as an Architectural Control Committee. The Board as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than three (3) members remaining, in which event, a replacement shall be named at the earliest opportunity by the Board.

Section 2. Review of Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot), flag poles, fences, walls, house members, mail boxes, exterior lighting, or other improvements, shall be constructed, altered, repaired, or maintained upon any lot, unless complete plans, specifications, and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, general appearance, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

Section 3. Procedures. After submission of such plans and requests, the Architectural Control Committee shall make due consideration thereof and shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee members is required for approval of proposed improvements.

Section 4. Guidelines and Restrictions. Any repainting or changing of color or repainting of the exterior of the house shall be sent through the Architectural Control Committee for approval. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with existing surroundings and structures.

Section 5. Records. The Committee shall maintain written records of all applications submitted to it, the dates submitted, and of all action it takes in reference thereto and the date such action is taken.

Section 6. Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment, as follows: Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (except the interior of garages), trees, shrubs, grass, walks, and other exterior improvements, not to include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

For the purpose solely of performing the maintenance referred to in this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Unit at reasonable hours on any day except Sunday.

#### ARTICLE IX

##### EASEMENTS

Section 1. General. The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of the following easements for common use; balcony, fireplace, patio, roof, and other structural projections, maintenance, repair, recreational, and other access, party walls, and private and public sewer and utilities conduits, connections, lines, maintenance, and services, hereafter called "easements":

Section 2. Utilities. Each of Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, Sanitary and Improvement District Number 278 of Douglas County, Nebraska, City of Omaha, County of Douglas, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of the common ground or of any townhome lot as confined to noninterference with any driveway, sidewalk, or structural element of any approved or permitted single-family clustered residence on any townhome lot and as determined by Association as to the common ground in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, or by Declarant as to any townhome lot then owned by it by executing and recording with the Register of Deeds of Douglas County, Nebraska, an express written Easement describing such strip or strips and naming the grantee or grantees of such easement and, further, after installation of any such facility for additional purposes of confining each such strip to its then present grade elevation and prohibiting use thereof for any building, tree, wall, or other structure or any other use inconsistent with the function of such facility; but the easement for any such strip will terminate if no such facility is installed therein within five (5) calendar years after recording of the Easement describing such strip or will terminate any time thereafter if all such facilities installed therein are abandoned or completely removed without resumption of use or replacement of any thereof sixty (60) days after such abandonment or removal.



Section 3. Common Area Access. Association and its assigns and successors for itself and for the general common benefit of all contract purchasers and owners of all townhome lots will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of controlling, developing, landscaping, maintaining, and preserving the common ground for open space or recreational area uses and related uses as determined by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, and each contract purchaser or owner of each townhome lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of individually enjoying or otherwise taking advantage of the open space and recreational areas of the Common Area in common with all other such contract purchasers and owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this Declaration.

Section 4. Maintenance. Association and its assigns and successors for itself and for the general common benefit of all contract purchasers and owners of all townhome lots will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each townhome lot not occupied or used for any driveway, sidewalk, or structural element of an approved or permitted single-family clustered residence thereon, for purpose of maintaining, painting, repairing, restoring, or otherwise perserving any such driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.

Section 5. Construction. Each contract purchaser or owner of each townhome lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining any approved or permitted

balconies, gates, patios, roofs, walls, or other structural elements of a single-family clustered residence thereon to encroach or project not more than ten (10) feet in, over, or upon any part of the common ground abutting such townhome lot; and each contract purchaser or owner of each townhome lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved or permitted common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of a single-family residence thereon to be shared jointly as structural elements of any one or more single-family clustered residences on adjoining townhome lots or to encroach or project not more than five (5) feet in, over, or upon any part of any abutting townhome lot.

#### ARTICLE X

##### STAGED DEVELOPMENTS

Declarant retains the right at any time or from time to time through December 31, 1981, or five (5) years following the conveyance of the first lot to an Owner, whichever date occurs first to annex additional real property, and subject such property to this Declaration, without the consent of the Association, said real property being comprised of all or any part or parts of the remainder of Four Fountains Addition, a subdivision in Douglas County, Nebraska, together with such addition or additions to the common ground as may be required by applicable subdivision and zoning regulations. In addition, any other owners will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by the Association, also to subject additional real property owned by them in Douglas County, Nebraska, comprised of one or more townhome lots or one or more such additions to the common ground, to this Declaration by executing and recording with the Register of Deeds of Douglas County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of such townhome lots and such additions to the common

ground all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accomodation of the different character of such property but not inconsistent with the clustered private residential character of Four Fountains Addition.

Provided, however, that any annexation or addition be in accord with the general plan heretofore and be approved by FHA and/or VA.

## ARTICLE XI

### GENERAL POWERS

Section 1. Enforcement. The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

(a) Association and every contract purchaser or owner of any townhome lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to the common ground or as to any townhome lot of any covenant or easement granted to it or to such contract purchaser or owner and to fix a reasonable charge for such action as to any townhome lot as a lien upon and charge against such townhome lot in favor of Association; and Association will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for collecting dues or other charges as to any townhome lot as fixed by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

(b) Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

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Section 2. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than Ninety (90%) of the Lot Owners, and thereafter by an instrument signed by not less than Seventy Five (75%) of the Lot Owners. Any amendment must be recorded.

Section 3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska.

FOUR FOUNTAINS, INC.

BY: Virgil P. Ramsay  
Its President

ATTEST:

BY: Wm. J. Curran  
Asst.  
Its Secretary

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

BOOK 549 PAGE 573

Before me a Notary Public qualified for said county,  
personally came Virgil P. Wamsat, President of FOUR FOUNTAINS, INC.,  
a corporation, known to me to be the President and identical person  
who signed the foregoing instrument, and acknowledged the execution  
thereof to be his voluntary act and deed as such officer and the  
voluntary act and deed of said corporation and that is corporate seal  
was thereto affixed by its authority.

WITNESS my hand and notarial seal on the 20<sup>th</sup> day of  
March, 1975.



Diane J. Greenfield  
NOTARY PUBLIC

My Commission Expires August 20, 19 77.

20189

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Miss D

RECEIVED  
1975 APR 10 PM 1:57  
CLERK OF DISTRICT COURT  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }

Douglas County }

Entered in Numerical Index and filed  
for Record in the Office of the Register of  
Deeds of said County and recorded in

Book 549 of Wamsat

Page 553

C. Harold Osters

Register of Deeds

By \_\_\_\_\_

Deputy

MAIL Corrigan, David H.

1101 1<sup>st</sup> Ave. Credit Bldg

N. 83-1<sup>st</sup> St. CR. 7650

Compared \_\_\_\_\_

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