

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

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

WITNESSETH:

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

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

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

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

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

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

A-2. No building, fence, wall, driveway, patio, patio enclosure,  
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 24<sup>th</sup> day of September, 1979.

DECLARANT:

FOUNTAIN HILLS JOINT VENTURE,  
a Nebraska Joint Venture

BY: Creative Land Consultants, Inc.  
a Nebraska corporation

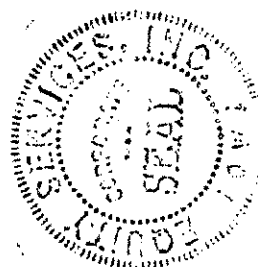
BY

[Signature]  
President

BY: Equity Services, Inc.,  
an Iowa corporation

BY

[Signature]  
VICE President



STATE OF IOWA

COUNTY OF WOODBURY

ss.

BOOK

621 PAGE 282

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

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



Mary E. Sollazzo  
Notary Public Mary E. Sollazzo

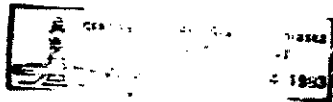
STATE OF NEBRASKA

COUNTY OF DOUGLAS

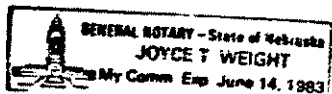
ss.

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

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



Joyce T. Weight  
Notary Public



C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1979 SEP 27 PM 3:09

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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:

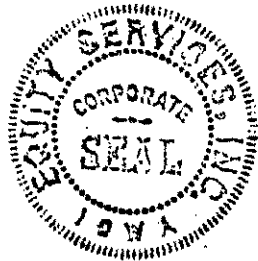
FOUNTAIN HILLS JOINT VENTURE,  
a Nebraska Joint Venture

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 *Robert 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 *Mayme P. Recic*



STATE OF IOWA

COUNTY OF WOODBURY

ss.

BOOK 600 PAGE 337

On this 27 th day of June, 1978, 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

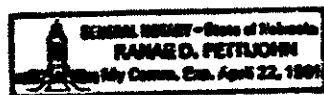
STATE OF NEBRASKA

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.

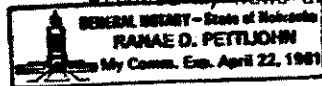


Ranae D. Pettijohn  
Notary Public

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.



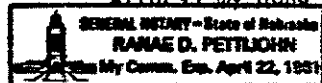
Ranae D. Pettigrew  
Notary Public

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, in 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.



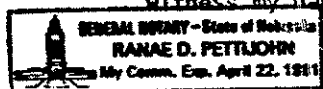
Ranae D. Pettigrew  
Notary Public

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.



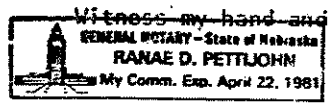
Ranae D. Pettigrew  
Notary Public

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.

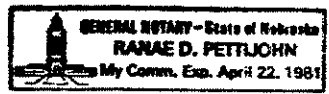


Witness my hand and official seal the day and year last above written.  
Ranae D. Pettijohn  
Notary Public

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 Recie, known to me to be the President of Recie 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 339  
of Three

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DOUGLAS COUNTY, NEBR.

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BOOK 826 247

ASSIGNMENT

THIS ASSIGNMENT made this 7th day of August, 1987 by Equity Services, Inc., an Iowa corporation, the successor to all of the assets, by assignment and deeds, and all of the liabilities, by assumption, of the Fountain Hills Joint Venture, a Nebraska Joint Venture formerly composed of Equity Services, Inc., an Iowa corporation, and Creative Land Consultants, Inc., a Nebraska corporation, said Equity Services, Inc. hereinafter referred to as the "Assignor" and the Fountain Hills-Pacific Meadows Homeowners Association, a Nebraska non-profit corporation, hereinafter referred to as the "Assignee",

WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, I-A, Lots 1 through 134, inclusive, was filed in Book 600, Page 330, of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase I Lots"),

WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, Lots 187 through 260 was filed in Book 621, Page 276 of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase II Lots"),

90-171  
WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, Lots 261 through 305, inclusive, was filed in Book 738, Page 391 of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase III Lots"),

WHEREAS, the Assignor desires to assign its right to enforce certain restrictive covenants in the Phase I Lots, Phase II Lots, and Phase III Lots to the Assignee,

NOW, THEREFORE, in consideration of One and no/100 Dollars (\$1.00) and other valuable consideration, the Assignor hereby assigns to the Assignee its entire right, title, and interest to enforce the covenants, conditions and restrictions as outlined in Paragraph C-1 of the Phase I Lots, Paragraph C-I of the Phase II Lots, and Article V.A. of the Phase III Lots. Provided, however, the Assignor is not assigning its right of architectural approval or disapproval as outlined in said covenants, conditions and restrictions for the Phase I Lots, Phase II Lots, and Phase III Lots.

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GEORGE J. BULEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

16064 N158

ASSIGNMENT

THIS ASSIGNMENT made this 7th day of August, 1987 by Equity Services, Inc., an Iowa corporation, the successor to all of the assets, by assignment and deeds, and all of the liabilities, by assumption, of the Fountain Hills Joint Venture, a Nebraska Joint Venture formerly composed of Equity Services, Inc., an Iowa corporation, and Creative Land Consultants, Inc., a Nebraska corporation, said Equity Services, Inc. hereinafter referred to as the "Assignor" and the Fountain Hills-Pacific Meadows Homeowners Association, a Nebraska non-profit corporation, hereinafter referred to as the "Assignee",

WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, I-A, Lots 1 through 134, inclusive, was filed in Book 600, Page 330, of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase I Lots"),

WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, Lots 187 through 260 was filed in Book 621, Page 276 of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase II Lots"),

WHEREAS, a declaration of covenants, conditions and restrictions for Fountain Hills, Lots 261 through 305, inclusive, was filed in Book 738, Page 391 of the Register of Deeds' office of Douglas County, Nebraska (herein referred to as the "Phase III Lots"),

WHEREAS, the Assignor desires to assign its right to enforce certain restrictive covenants in the Phase I Lots, Phase II Lots, and Phase III Lots to the Assignee,

NOW, THEREFORE, in consideration of One and no/100 Dollars (\$1.00) and other valuable consideration, the Assignor hereby assigns to the Assignee its entire right, title, and interest to enforce the covenants, conditions and restrictions as outlined in Paragraph C-1 of the Phase I Lots, Paragraph C-I of the Phase II Lots, and Article V.A. of the Phase III Lots. Provided, however, the Assignor is not assigning its right of architectural approval or disapproval as outlined in said covenants, conditions and restrictions for the Phase I Lots, Phase II Lots, and Phase III Lots.

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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FOUNTAIN HILLS  
LOTS 261 THROUGH 305 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, hereinafter referred to as the "Declarant",

W I T N E S S E T H :

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

Lots 261 through 305, inclusive, of 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.

A. "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.

B. "Properties" shall mean and refer that certain real property hereinbefore described.

C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.

D. "Declarant" shall mean and refer to FOUNTAIN HILLS JOINT VENTURE, a Nebraska Joint Venture, its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II.  
ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Declarant, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, television or radio antenna, satellite dishes, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Similar designs, forms, plans, styles or motifs will be considered repetitive if they are not separated by at least three adjacent lots regardless of orientation. Superficial, cosmetic or minor architecture detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
3. An architectural review fee of fifty dollars (\$50.00) per improvement plan per lot will be charged. Said fee is subject to adjustment or waiver if so determined by the Architectural Control Committee. Additional review fees will be required for resubmissions for the same lot or alterations or additions to previously reviewed submittals. If construction has commenced on any lot without Architectural Control Committee approval, the review fee will be one hundred dollars (\$100.00). The applicants name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional two dollars (\$2.00) for postage and handling.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents and the fee required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate to release such Lot from the provisions of these Covenants, Conditions and Restrictions.

#### ARTICLE III.

##### RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

- A. The Lot shall be used only for single family residential dwelling purposes, and no Lot shall contain more than one (1) detached, single family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

	<u>TYPE OF DWELLING</u>	<u>MINIMUM AREA</u>	<u>LOCATION OF AREA</u>
1.	One-story house with attached garage	1,300 sq. ft.	On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor)
2.	One-story house with basement garage	1,400 sq. ft.	On the main floor
3.	One and one-half and two story houses	1,800 sq. ft.	Total area above the basement level; minimum 1,000 sq. ft. on the main floor
4.	Split entry (bi-level house)	1,400 sq. ft.	On the main floor
5.	Tri-level (split-level) house	1,700 sq. ft.	Total area above grade

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eve of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages which must contain a minimum area of four hundred (400) square feet.



D. All buildings shall be located at least thirty-five (35) feet from the front Lot line, at least seven (7) feet from the side Lot lines and at least twenty-five (25) feet from the rear Lot line. On corner Lots, either street side may be designated by the Owner as the front, and either nonstreet side as the rear, for purposes of determining compliance herewith, but buildings must be at least seventeen and one-half (17.5) feet from the other street side Lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. In the event that a fireplace is constructed as a part of a dwelling on any lot, except a corner Lot, and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer

perimeter of the rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes.

Notwithstanding the foregoing, when any fireplace is constructed as a part of a dwelling on any corner Lot, and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the dwelling, or is exposed above the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with clay-fired brick or stone.

The parts of all pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. In the event that a dwelling is constructed without a fireplace, the furnace flue must then be faced with clay-fired brick or stone above roof level. All furnace flues must be located on the rear side of the roof ridge.

G. No fences may be built forward of the rear-most wall of the house and, under no circumstances, closer to any adjoining street than the property line. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on

said lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

I. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes or wood shingles.

J. 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 dwelling 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 any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

K. The Declarant has created a water drainage plan by grading the Properties 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 buildings or Lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. 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 dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

M. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container 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 while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The

dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed 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, where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything 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. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings.

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

S. Vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, rock gardens must be approved by the Architectural Control Committee.

T. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

U. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in the development of Fountain Hills.

V. All driveways shall be constructed of concrete, brick or asphaltic concrete.

W. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, unless the resulting parcel shall contain at least as much area as the smallest of the Lots used in assembling the resulting parcel.

X. The front, side and rear yards of all Lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

BOOK 738 PAGE 402  
ARTICLE IV.  
EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the City or County franchised cable television firm, and to Omaha Public Power District, their successors, and assign, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under a 8-foot strip of land adjoining the rear boundary lines and a five foot strip of land adjoining the side boundary lines of said lots, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines 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 this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V.  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot named herein shall have the right to enforce by 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.

B. 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. Invalidation of any one of these covenants by judgment or court order shall in no way effect 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 8th day of May, 1985.

DECLARANT:

FOUNTAIN HILLS JOINT VENTURE,  
a Nebraska Joint Venture

BY: Creative Land Consultants, Inc.  
a Nebraska corporation

BY: Glenn L. Buck  
Glenn L. Buck, President



BY: Equity Services, Inc.,  
an Iowa corporation



BY: Ronald W. Nutt  
Ronald W. Nutt, President

STATE OF IOWA )  
 ) ss.  
COUNTY OF WOODBURY )

On this 3rd day of May, 1985, before me the undersigned, a Notary Public in and for said County and State, personally came Ronald W. Nutt, known to me to be the 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.

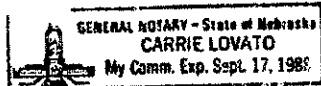
Witness my hand and official seal the day and year last above written.

Bernice Primm  
Notary Public Bernice Primm

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 3rd day of May, 1985, 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 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.



Carrie Lovato  
Notary Public

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