

40-348

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1999:

Lots One (1) through Two Hundred Thirty-one (231) inclusive, in Fontenelle, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family residence purposes or for park, library or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No animals, horses or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding

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AND RECORDED IN BOOK *40* OF *Final Fee* PAGE *348*

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2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.

No fences shall be erected unless written approval therefore is obtained from the undersigned.

No building materials shall be placed on any lot until construction is started on the main residential structure.

D. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on hard surfaced slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers or trailers. 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 or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

E. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot.

F. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

G. All plans for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, rear yard setbacks, exterior design, use of

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exterior materials, placement of house on lot, drainage, required minimum enclosed and finished living space. All exposed exterior foundation walls shall be faced with brick or stone. All dwellings shall have either a wood shingle roof or a shake roof. Each dwelling must provide enclosed garage space for not less than two or more than four cars. However, if any of the above requirements are not adequate or satisfactory to the proper development of the said Addition, the Architectural Review Committee may alter or change same provided such change or alteration shall conform to the zoning and with the building permit issued by the City of Bellevue, Nebraska.

H. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District 43 of Sarpy County, Nebraska to enter upon any of said lots for purposes of inspecting sanitary sewers, sewer connections, sewer maintenance and inspection of sewer uses.

I. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence.

J. In no event should construction of any dwelling continue for more than one year after excavation of the foundation.

K. Nothing herein contained shall be construed to impose any obligation upon the undersigned to enforce these restrictive covenants on behalf of beneficiaries thereof.

L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Fontenelle Hills, Inc., consisting of not less than two nor more than five members who shall be residents or owners of Fontenelle, or stock holders of Fontenelle Hills, Co., Inc.

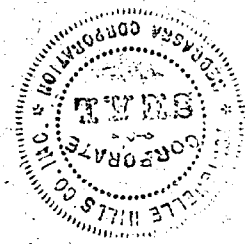
Dated this 27 day of August 1968.

FONTENELLE HILLS, CO., INC.

By R. Joe Dennis  
President

Attest:

Robert Kanku  
Secretary



State of Nebraska )  
County of Sarpy ) ss.

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came R. Joe Dennis, President of Fontenelle Hills, Co., Inc., and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

John E. Rice  
Notary Public

Commission expires: June 6, 1973

