



Fountain Hills 5th Addition Documents

2014-02923

KELLIE JOHN
BUFFALO COUNTY REGISTER OF DEEDS
KEARNEY, NEBRASKA
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COVENANTS
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CK INFO: 2533 GRAND WEST LLC

REC'D: KENT HOLSTEN
RET: GRAND WEST LLC

Return to:
Grand West, LLC
Attn: Anna L. Stehlik
P.O. Box 609
Hastings, NE 68902-0609
Declaration of Protective Covenants and Restrictions of Fountain Hills Fifth Addition

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
OF
FOUNTAIN HILLS FIFTH ADDITION

This Declaration of Protective Covenants and Restrictions is made by Grand West, LLC, a Nebraska limited liability company, for itself, its successors, grantees and assigns.

I. Property Subject to this Declaration. The real property subject to this Declaration of Protective Covenants and Restrictions is:

- Lots 1 through 17, both inclusive, in Block 1
 - Lots 1 through 6, both inclusive, in Block 2
 - Lots 1 through 3, both inclusive, in Block 3
 - Lots 1 through 3, both inclusive, in Block 4
 - Lots 1 through 6, both inclusive, in Block 5
 - Lots 1 through 14, both inclusive, in Block 6
 - Lots 1 through 12, both inclusive, in Block 7
 - Lots 1 through 12, both inclusive, in Block 8
- all in Fountain Hills Fifth Addition, an Addition to the City of Kearney, Buffalo County, Nebraska.

II. Building Restrictions.

- 1. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling not to exceed three stories in height

and a private garage which shall be designed to house no less than two standard size cars. Not more than one (1) detached accessory building for the purpose of storing or keeping lawn and yard equipment or similar items shall be located upon any of the lots; provided, however that said buildings shall be located in the rear yard, and shall not encroach on any utility easements. All detached accessory buildings must be new and in harmony with the structure, siding and design of the residence, shall not be unsightly, and shall not exceed 10 feet in height and 200 square feet in area. No detached accessory building shall be of metal construction but shall have an exterior material that is the same as the residence. The garage shall be attached to the dwelling or connected to the dwelling by a breezeway.

2. Each dwelling, exclusive of open porches, patios, basements, and garages, shall be constructed to have a minimum above ground floor area of:
 - i. No less than 1,350 square feet for a single story structure
 - ii. No less than 1,800 square feet in the case of a 1 ½ story structure
 - iii. No less than 2,000 square feet in the case of a 2 or 3 story structure
3. The Declarant, Grand West, LLC, and its assigns, retains the sole and exclusive right to establish all grades, slopes and/or contours on all lots and to fix the grade upon which any dwelling hereafter is erected on any such lots. Once such grades, slopes and/or contours have been established by the Declarant, they will not be changed in connection with the construction of any dwelling on any lot more than two feet from the grades, slopes and/or contours established by the Declarant without the prior written permission of the Declarant. In no event will any such lot be graded or sloped so as to change the flow of surface waters to or from any adjoining lots.
4. All dwellings or structures shall be of new construction, also known as "stick built". No trailers, mobile homes, modular homes, move-in homes or prefabricated homes shall be allowed.
5. If active solar panels are installed on any dwelling, they shall be flush with the roof or the sidewall of the dwelling and shall not be located in any yard or upon any accessory building and shall only be on the back side of the house.
6. All buildings constructed on any lot shall have a minimum roof pitch of 6:12.
7. All exterior air conditioning systems shall be located in the side or rear yard and shall be screened by landscaped shrubbery or fencing.

8. No dwelling or structure of any type or kind shall be located on any lot within twenty-five feet of the front lot line.
9. At least twenty percent (20%) of the front exterior of the ground floor of each dwelling must be faced with brick, stone or stucco.
10. Each dwelling shall have a driveway constructed of concrete, laid stone or similar quality material with a minimum width of sixteen feet and shall be constructed at the same time as the construction of the dwelling. Sufficient off street parking for all vehicles owned by residents shall be constructed of similar high quality material.
11. No lot shall be subdivided to create smaller lots, but lots may be combined to establish larger building areas.
12. Each lot shall be seeded or sodded within one hundred twenty days of the issuance of a certificate of occupancy by the City of Kearney Nebraska or within sixty days of frost free date, whichever is later.
13. During the construction on any lot, the lot owner shall control soil erosion using an erosion control mat, straw bales, or silt fence as determined by the City of Kearney, Nebraska
14. Each lot owner shall construct and install a public sidewalk parallel to each street which abuts the lot or lots owned by said owner and in conformance with regulations established by the City of Kearney, Nebraska.
15. All new electrical, telephone, television, gas and other utility services to the Lots in said addition, and services to the individual residences therein, shall be constructed underground, except temporary services during construction for a period not exceeding six (6) months. No aerials, antennas, poles, towers, or other devices shall be placed or permitted above ground except when placed inside a residence, but not above the roof line. Satellite dishes not to exceed eighteen (18) inches in diameter shall be permitted to be attached to the exterior of any residence. No wireless telecommunication towers, including but not limited to cell phone towers, shall be permitted.
16. Fences shall be constructed of new materials and shall be either a wood privacy fence or polyvinyl chloride (PVC). No chain link fences shall be permitted, except for vinyl coated chain link fencing. All fences shall be no more than seven (7) feet in height. No fences shall be constructed in the front yard of any of the lots and the construction of any fences shall comply with the ordinances of the City of Kearney, Nebraska.

III. Restrictions on Use of Property.

1. All lots shall be used for single family residence purposes. "Single family" shall be defined as one or more persons immediately related by blood, marriage, adoption or foster care and living as a single household unit.
2. No lot including the dwelling, accessory buildings or any portion thereof shall be occupied, rented or used as an apartment building, boardinghouse or other multiple dwelling unit, but shall be used exclusively as a single family residence.
3. No trailer, camper, mobile home, or a similar temporary structure shall be used as a dwelling at any time.
4. No unlicensed vehicle may be stored or parked in any front or side yard. Boats, motor coaches and motor homes are to be parked on a concrete pad in the side yard next to the garage for no more than one twenty (120) days.
5. No sign shall be maintained on any lot except a sign advertising the owner's lot or home for sale or for a garage sale. Permitted signs shall be no larger than six square feet.

Political yard signs not exceeding 432 square inches in size may be placed on any lot only within two weeks preceding any election.

6. No commercial or business enterprises or manufacturing activities of any kind shall be permitted on any lot, however, in home offices supporting activities permitted by applicable zoning regulations are permissible.
7. No animals, livestock, or poultry of any kind may be raised, bred or kept on any Lot, except dogs, cats or other household pets; provided, such dogs, cats or other household pets are not kept, bred or maintained for commercial purposes. Any dog kennels must be constructed in the rear yard, next to the house, no more than five feet distance from the exterior wall of the house, with a limitation of one kennel per lot, which kennels may not be used for any commercial purposes.
8. No obnoxious or offensive activities shall be conducted or allowed to exist upon any lots nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood
9. Junk, rubbish, recycling or other waste materials shall not be allowed to accumulate on any lot. No garbage, refuse, cuttings or waste shall be deposited on any street or accumulated on any lot. Garbage containers

shall be stored inside or behind garages at all times except when moved to the curb for pick up within 24 hours.

10. Vegetation on all lots shall be properly mowed and maintained free of noxious weeds. Landscaping shall be maintained and replaced, if necessary, by the lot owner.
11. All exterior lighting shall be indirect and of such controlled focus and intensity so as not to disturb the residents of adjoining lots.
12. No exterior burner or incinerator for garbage, trash or other purposes shall be used or maintained on any lot.

IV. Duration and Amendment.

1. These Protective Covenants and Restrictions shall run with the land described in Section I above and shall be binding on all persons claiming ownership of said lots until December 31, 2034, at which time these Protective Covenants and Restrictions shall be renewed automatically for successive periods of twenty years unless an instrument terminating these Protective Covenants and Restrictions has been signed by the owners of 2/3 of the lots subject hereto, and filed of record in the office of the Register of Deeds of Buffalo County, Nebraska.
2. These Protective Covenants and Restrictions may be amended by an instrument signed by the owners of 2/3 of the lots, subject hereto, and filed of record in the office of the Register of Deeds of Buffalo County, Nebraska.

V. Enforcement.

1. The owner of any lot shall have the right to enforce by any proceeding at law or in equity, each and all of these Protective Covenants and Restrictions against any person violating or attempting to violate any of these Protective Covenants and Restrictions, to prevent such person from so doing or to recover damages for such violations. Failure by any party to enforce any Protective Covenant or Restriction shall in no event be deemed to be a waiver of the right to do so at any later date.
2. If any of these Protective Covenants and Restrictions are declared void by a court of competent jurisdiction, the remaining Protective Covenants and Restrictions shall not be affected but shall remain in full force and effect.

Dated May 14, 2014.

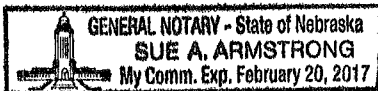
GRAND WEST, LLC
By: Morrison Enterprises, LLC, Member

By: Susan M. Roberts
Susan M. Roberts, President and Sole
Manager

By: Steven D. Craig
Steven D. Craig, Member

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

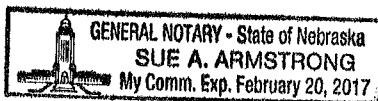
~~2014~~ ^{KAH} The foregoing instrument was acknowledged before me this 14th day of May,
~~2014~~ by Susan M. Roberts, President and Sole Manager of Morrison Enterprises, LLC,
a Member of Grand West, LLC.



Sue A. Armstrong
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 14th day of May,
2014 by Steven D. Craig, Member of Grand West, LLC.



Sue A. Armstrong
Notary Public