

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOTS 6 THROUGH 10, INCLUSIVE, AND LOT 14,
CRESCENT OAKS,
AND
LOTS 104 THROUGH 111, INCLUSIVE,
CRESCENT OAKS REPLAT

THIS DECLARATION, made on the date hereinafter set forth by CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation, hereinafter referred to as "Declarant,

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 6 through 10, inclusive, and Lot 14, Crescent Oaks, a platted and recorded subdivision in Douglas County, Nebraska; and Lots 104 through 111, Crescent Oaks Replat, a platted and recorded subdivision in Douglas County, Nebraska.

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 restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These 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.

1. Approval of Plans and Specifications. No building or structure of any kind may be erected on, or moved onto, or have any alteration in the exterior design of the original construction; until plans and specifications have been submitted to, and approval thereof has been given in writing by the Declarant or its assigns. The building, structure or alteration herein referred to shall be constructed

in accordance with said plans and specifications, and any changes shall be approved in writing by the Declarant or its assigns. The plans and specifications submitted shall include and/or show the following:

Site Plan

Site Utilities Plan

Grading and Drainage Plan

Floor Plans

Exterior Elevations, showing all materials

Outside Storage Areas

Fences, showing location, materials and height

Signs, including free standing signs and wall signs
(Including those painted on the wall)

Landscaping Plan

Exterior Color Chips and Samples

2. Uses of Property. The general use of the above described property shall be limited to the following restriction(s):

- a. Any use permitted in Zoning District I-1, FIRST INDUSTRIAL DISTRICT, Zoning Code, City of Omaha, as revised and currently in force, will be permitted.

3. Zoning Regulations. Except for more restrictive regulations as herein provided, or those the declarant or its assigns may hereafter place on any lot or the entire property, the Zoning Code, City of Omaha, shall apply. Zoning changes shall not be applied for without written approval of the Declarant or its assigns.

4. Front Yards. The entire area between the curb and the building at all abutting public streets shall be grass, landscaping, or parking and drives surfaced with a suitable hard surface dustless material.

5. Signs. No signs of any kind or description shall be placed, exposed to view, or permitted to remain on any portion of Crescent Oaks, until approval in writing of the size, working and design of such sign shall have been obtained from the Declarant, or its assigns. This approval shall not be required for street markers, traffic signs, and other signs displayed by the City of Omaha or by other governmental units. In the event that any sign other than those described above shall be placed or exposed to view on any of the property covered by these restrictions, the officers or agents of the Declarant or its assigns are hereby given the right to enter upon any such property and remove such signs.

6. Temporary Structures. No structure of a temporary nature shall be placed on the premises.

7. Parking Areas. All vehicular parking shall be off-street. The area between the curb line and property line on all street frontages shall be used only for drives (perpendicular to the street), sidewalks, grass or landscaping. The number of parking spaces shall be sufficient for employees, visitors, and customers. There shall be no storage, servicing or dismantling of vehicles in the parking area. All parking areas shall be surfaced with a suitable hard surface dustless material.

8. Loading Areas. All loading and unloading areas shall be off-street. No loading and unloading areas shall be located in the front yard, unless the front of such loading and unloading doors shall be set back at least fifty (50) feet from all abutting right-of-way lines. All loading and unloading areas shall be surfaced with a suitable hard surfaced dustless material.

9. Sidewalks. Sidewalks shall be installed at the expense of each owner of a lot subject to these Covenants, Conditions and Restrictions, and in accordance with the regulations of the City of Omaha.

10. Maintenance of Property. Each building site, whether vacant or not, shall be kept in a safe, clean, wholesome condition by the owner or tenant, including removal of debris that accumulates on the site and regular periodic removal of waste or garbage. Waste or garbage shall be kept in closed sanitary containers.

11. Undeveloped Areas. Vegetation on vacant lots or undeveloped areas of built-upon lots shall be kept cut at a height not to exceed approximately 18 inches. At no time shall any part of the land area be planted to cultivate row crops.

12. External Effects. Every use shall be operated within a completely enclosed structure, and no noxious or offensive activities shall be conducted which may become a nuisance to the occupants of other building sites within Crescent Oaks or any of the adjoining property by reason of sound, vibration, heat, glare, radiation, fumes, odor, dust or smoke.

13. Metal Buildings. Metal buildings will be allowed if fifty percent (50%) of the walls (not including windows and doors) of all buildings facing upon abutting streets is faced with brick or stone or other decorative material approved by the Declarant. Con-
ves barrel or quonset type roof systems are not permitted.

14. Outside Storage. No merchandise, equipment or waste containers shall be kept, stored or displayed outside the confines of the building unless enclosed by a solid wall or chain link fence with vision-barrier slots at least six (6) feet high.

15. General Provisions.

a. Excepetions and Modifications. The Declarant or its assigns, shall be authorized to make such exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations merit; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objective.

b. Damages. The Declarant or its assigns, 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 its assigns, 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. Term. 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 persons, 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.

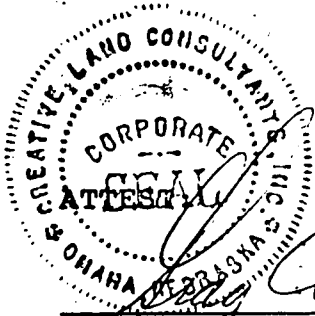
d. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14th day of February, 1978.

DECLARANT:

CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation

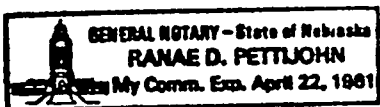
BY: Glenn L. Buck
Name
President
Title



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14 day of February, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn L. Buck, President of Creative Land Consultants, Inc., to me personally known 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 officer and the voluntary act and deed of said corporation.

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



Ranae D. Pettijohn
Notary Public

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W. HENRIE OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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