

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CRESCENT OAKS,  
LOTS 37 THROUGH 46, INCLUSIVE ✓

AND LOTS 112 THROUGH 129, INCLUSIVE ✓

AND LOTS 138 THROUGH 147, INCLUSIVE ✓

AND LOTS 199 THROUGH 200, INCLUSIVE ✓

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the undersigned, Carl A. Brady,

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Crescent Oaks, Lots 15 through 103, inclusive, and Out Lot 1, dated and recorded February 14, 1978, in Book 593 at Page 410 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, permits the Declarant, pursuant to Paragraph C-2 thereof, to designate in writing a person, firm, corporation, partnership or entity to act in place of the Declarant; and

WHEREAS, by designation dated October 6, 1981 and recorded October 7, 1981, in Book 660 at Page 609 of said Miscellaneous Records, the undersigned was designated to act as Designee of Declarant pursuant to Paragraph C-2 of said Declaration, and the undersigned has continued to and does now, act in such capacity; and

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Crescent Oaks Lots 112 through 131, inclusive, and Lots 136 through 247, inclusive, recorded December 4, 1979, in Book 625 at Page 197 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, provides that Carl A. Brady is the Declarant thereof; and

WHEREAS, Carl A. Brady, acting under his authority as such Designee and as such Declarant, respectively, of both of the above described Declarations of Covenants, Conditions and Restrictions, desires to amend the said Declarations insofar as they pertain to the following described real property, to-wit:

Lots 37 through 46, inclusive, and Lots 112 through 129, inclusive, and Lots 138 through 147, inclusive, & Lots 199 thru 200 inclusive all in Crescent Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

NOW, THEREFORE, Carl A. Brady does hereby state, declare and publish the following Amendments affecting the above described real property:

1. Paragraph C-2 of the Declarations recorded in Book 593 at Page 410 of said Miscellaneous Records and Paragraph C-2 of the Declarations recorded in Book 627 at Page 197 of said Miscellaneous Records, insofar as they pertain to the above described Lots, are each amended to read as follows:

"C-2. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2005. This Declaration may be

amended by either of the Declarant or any Designee, (Designee being any person, firm, corporation, partnership, or entity designated as such in a recorded instrument by Declarant or by any Designee) as such amending party, in such party's sole and absolute discretion, may determine, at any time before January 1, 1990; and this Declaration may be amended at any time by an instrument signed by the owners of not less than ninety percent (90%) of the Lots covered by this Declaration as amended by Amendment to Declaration dated November 12, 1982. Any action that may be taken by the Declarant may also be taken by any Designee."

2. The following new provisions are added to each of the Declarations recorded in Book 593 at Page 410 and in Book 625 at Page 197 of said Miscellaneous Records, but these new provisions shall apply only to the above described Lots:

"PART D. SUPPLEMENTAL RESTRICTIONS FOR LOTS UPON WHICH A DUPLEX IS CONSTRUCTED:

D-1. "Duplex" shall mean a residential structure containing two (2) single-family dwelling units joined by a common wall.

Each unit of a duplex may be sold or encumbered separately, together with the land upon which such unit is located.

D-2. The owner of any duplex unit shall have ingress and egress to and from such unit and such right of ingress and egress shall not be restricted in any manner by the owner or occupant of the other unit of such duplex. Consistent with this right of ingress and egress, the driveway on such duplex lot shall be kept free from blockage, clutter, and any obstruction which would in any way interfere with or inconvenience the right of ingress and egress to either of the duplex units on such duplex lot. Parking of vehicles shall be consistent with the covenants, conditions and restrictions of record pertaining to such duplex lots.

D-3. Responsibility for the care and maintenance of the exterior and the roof of any duplex structure shall be joint and several among the owners of the two duplex units. Each duplex unit owner shall have an easement for access to the roof of the entire duplex structure for the purpose of keeping the same in good repair. The owners of the duplex units shall be jointly and severally responsible for the repair and maintenance of the roof of the duplex, including that portion owned by and being above the living unit of the other. Exterior maintenance shall include such repainting or restaining and repair as shall be reasonably necessary, provided that the exteriors shall be repainted or restained, if they were originally constructed with painted or stained exteriors, at intervals not exceeding four (4) years unless otherwise agreed in writing by the owners of both duplex units. If the owners cannot agree on the timing or manner of the repainting or restaining, either owner may perform or cause to be performed, subject to the other restrictions herein, the repainting or restaining and shall be entitled to reimbursement of a proportionate share of the expenses thereof from the other owner. This right may be enforced at law or in equity. The owner of each duplex unit shall have an easement over the property of the owner of the other duplex unit for the purpose of maintenance and repair of the exterior of the duplex structure and of the roof thereof.

D-4. Notwithstanding the foregoing easement and rights, each duplex living unit shall be deemed to be a separate parcel for the purposes of taxation and assessment of real property.

D-5. In the event of a dispute between the owners of the two (2) duplex units on any duplex lot, as to the making of repairs or the doing of maintenance or painting or staining, including the maintenance of the shrubs, trees and lawn, or as to the colors to be used at the time of any painting or repainting, staining or restaining, the dispute shall be submitted to the Declarant or Designee who shall have the deciding vote in said dispute and his decision shall be binding upon the owners of both such duplex units. Notice of the dispute shall be submitted in writing to the Declarant or Designee setting forth the nature of the dispute and the decision desired, with a copy of said written notice to the other unit owner, all by Certified Mail or Registered Mail, postage prepaid, return receipt requested, addressed to the Declarant or Designee and the owner of the other duplex unit involved in the dispute. The owner of the other duplex unit shall have ten (10) days from the date of original notice to Declarant or Designee to respond in writing in the same manner provided above. The decision of the Declarant or Designee shall be delivered in writing by Certified Mail or Registered Mail, postage prepaid, return receipt requested, to the owners of each of the duplex units involved in such dispute within twenty-five (25) days after the initial submission thereof to the Declarant or Designee and upon delivery thereof the same shall be binding upon such owners. A proportionate share of the expenses incurred by either of such owners as the result of proceeding pursuant to said decision shall be recoverable by such owner from the other owner by an action at law or in equity. Nothing herein contained shall require Declarant or Designee to expend any funds for the purpose of making any such repairs or doing any such maintenance. In the event the Declarant or Designee fails to render a decision as hereinabove provided within twenty-five (25) days after submission thereof by the owner of either or both such duplex units, either of such owners may enforce these covenants at law or in equity. Notwithstanding anything hereinabove contained, the owner of either of the adjoined duplex units may arrange for emergency repairs to the roof or exterior of the entire duplex unit without the consent of the other owner in the event of an emergency such as fire or storm damage.

D-6. Since the original plans and specifications for any structure shall have been approved prior to construction of any duplex structure, including the exterior colors and materials thereof, no change of exterior color or exterior finish of any duplex unit shall be made without the approval of the Declarant or the Designee, in the same manner as if a new structure were being built on the property. Declarant or Designee shall maintain a list of approved colors and make the same available to owners of the duplex units. Use of any of the approved colors shall not require prior approval by Declarant or Designee so long as the owners of both sides of the duplex unit have agreed on such color."

The above described amendments and supplemental restrictions shall supersede any and all prior amendments inconsistent herewith, however, the remainder of the Declaration of Covenants, Conditions and Restrictions recorded in Book 593 at Page 410 of said Miscellaneous Records and in Book 625 at Page 197 of said Miscellaneous Records shall remain in full force and effect as originally set forth or properly amended hereafter.

The amendments and supplemental restrictions shall run with the real property and shall be binding upon all parties having or acquiring the right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

