

87 - 690AT

## AMENDED DECLARATION AND PROTECTIVE COVENANTS

FOUR FOUNTAINS REPLAT I  
A SUBDIVISION, IN DOUGLAS COUNTY, NEBRASKA,  
AS SURVEYED, PLATTED AND RECORDED

This Declaration made this 3<sup>rd</sup> day of June, 1976, by Four Fountains, Inc., a Nebraska Business Corporation, with its registered office in Omaha, Douglas County, Nebraska, hereinafter called "Declarant",

WITNESSETH: THAT,

WHEREAS, the Declarant has heretofore executed a plat of Four Fountains, a subdivision in Douglas County, Nebraska, which plat was recorded on the 3<sup>rd</sup> day of December, 1974, in Book 513, Page 421 of the Records of the Register Of Deeds, of Douglas County, Nebraska, and has further executed on March 20, 1975, its Declaration of Covenants, Conditions and Restrictions, same being recorded April 10, 1975, being found at Book 549, Page 553 et. seq. in the Office of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, the Declarant did on the 18 day of November 1975, execute Four Fountains Replat I, which plat <sup>will be</sup> recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 1976, in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Records of the Register of Deeds, Omaha, Douglas County, Nebraska, and did dedicate to the public all of the streets and roads shown on said plat for use by the public for street purposes, and

WHEREAS, the Declarant now desires to cancel and forever void the original Declaration and to substitute in its stead the following Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, in consideration of the matters herein recited, Declarant does hereby

DECLARE AS FOLLOWS, TO-WIT:

ARTICLE I.

The Declaration of Covenants, Conditions and Restrictions, dated March 20, 1975, recorded April 10, 1975, at Book 549, Page 553 et. seq., in the Office of the Register of Deeds, Douglas County, Nebraska, is hereby amended, revoked and forever cancelled

in its entirety and the following Declaration of Covenants, Conditions and Restrictions are placed on said property.

ARTICLE II.

COVENANTS AND USE RESTRICTIONS

The property is and will be through December 31, 2001, subject to all and each of the following conditions and other terms:

1. The following covenants shall run with the land in Lots 1 through 56 in FOUR FOUNTAINS REPLAT I, Douglas County, Nebraska, all of which land is hereinafter referred to as FOUR FOUNTAINS REPLAT I. They shall be binding on the owners of any part of same and persons claiming under them until the 31st day of December, 2001, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless prior thereto they have been terminated or amended as hereinafter provided. They are and shall be for the benefit of each and every one of said lots, and shall be enforceable by any owner of any lot in FOUR FOUNTAINS REPLAT I.

2. By accepting a deed to any part of FOUR FOUNTAINS REPLAT I the grantee shall thereby bind himself, his heirs, executors, administrators and assigns, and agrees to observe and perform all said covenants as fully as though said grantee had joined in this Declaration.

3. From time to time the legal title owners of a majority of the lots in FOUR FOUNTAINS REPLAT I may, by written instrument recorded in Office of the Register of Deeds, Douglas County, Nebraska terminate these covenants or amend them in any way. Such declaration or termination or amendment shall become effective at the end of the year in which it is filed unless prior to such date a different and superseding declaration is similarly executed and filed.

4. For the purpose of construing and applying these covenants a lot shall mean a lot as now platted or a parcel composed of all of one lot as platted and part or parts of one or more adjoining lots or a parcel composed of parts of two adjoining lots, provided that it has a depth and street frontage of not less than the depth and street frontage of one or the other of the lots

comprising such parcel. In all such cases the parts of original lots which do not so qualify shall no longer be considered as lots.

5. All of said lots and each of them shall be subject to the right of the Omaha Public Power District and the Northwestern Bell Telephone Company and the Northern Natural Gas Company and the Sanitary Improvement District No. 1, Douglas County, Nebraska, and their successors, lessees and assigns to construct and maintain underground conduits in, and a joint pole line over and upon the rear and side boundary lines of said lots, and a right-of-way five (5) feet wide on either side of said lines is reserved for this purpose.

6. Said premises shall be used and occupied for single family residence purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two stories in height and an attached private garage or carport for two (2) or more cars, and attached breezeways. Where the contour of lots permits, the garage may be a basement garage. For the purpose of this Paragraph and wherever else in this instrument the "residential building plat" is used, said term is defined as meaning any Lot, or combination of parts or all of two or more Lots, when used for residential purposes.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuildings on any lot shall be used as a residence temporarily or permanently.

8. All buildings constructed, placed or permitted to remain on any lot shall be constructed of wood, stone, brick, cement, stucco, brick veneer, tile or other similar high quality and permanent material in general conformity with the neighborhood and no building of a temporary, flimsy or experimental nature shall be constructed, placed or allowed to remain on any lot.

9. All dwellings on any lots shall front to the street upon which said lots abut and no part thereof shall be nearer to the street line than thirty-five (35) feet nor to its rear line than

fourteen (14) feet nor to its side line nearer than seven (7) feet. A terrace or open porch may project beyond such limitations.

10. Each dwelling constructed shall have at least 840 square feet of floor space on its first floor except that in the case of a one and one-half (1½) story or taller dwelling such floor space need not exceed 600 square feet per story.

11. All outbuildings on any lot must be built of the same material and correspond in architecture with the dwelling and shall not be built within 100 feet of the street line upon which said lots front, nor within fifteen (15) feet on the side or back lot lines.

12. All earth from the cellar, basement or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected shall remain substantially as they are at the date hereof.

13. Virgil Wamsat and Frank Wear shall constitute a committee, hereinafter referred to as Restrictions Committee, for the purpose of maintaining the conformity, harmony and general high quality of design and appearance of improvements on lots in this subdivision. The legal title owners of a majority of the lots in FOUR FOUNTAINS REPLAT I can at any time, by written instrument filed in the Office of the Register of Deeds, Douglas County, Nebraska, remove any member of the Restrictions Committee and replace any member who has been so removed or has died or has, by a similarly recorded written instrument, resigned. Prior to any such replacement the remaining members or member of such Restrictions Committee shall exercise all its powers. Such Restrictions Committee shall have the power to delegate all its powers to one member of such committee.

14. No building or other structure shall be erected, placed, or altered on any lot in FOUR FOUNTAINS REPLAT I until the building plans, specifications, and plot plan showing the location of such building or other structure have been approved in writing as to conformity and harmony of external design with existing

structures in FOUR FOUNTAINS REPLAT I, and as to location of the building with respect to topography and finished ground elevation by the Restrictions Committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

15. All dwellings built in said Addition must be completed within one (1) year from the date of the commencement of construction. No building constructed elsewhere shall be moved into any building plat in this Addition unless approved by the Restriction Committee.

16. The ground floor enclosed area of any residential structure erected within said Addition, exclusive of open porches and garages, shall be not less than 840 square feet for a one-story house nor less than 600 square feet on the first floor for a one and one-half (1½) story or two-story house.

17. Portland Cement Concrete public sidewalks, four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot, with the outside edge of the sidewalk to be located four (4) feet back from the street curb line; such sidewalks shall be constructed at the time of completion of the main residential structure by the then owner.

ATTEST:

\_\_\_\_\_  
Secretary

FOUR FOUNTAINS, INC.

BY: Harold T. Williams, Pres  
President

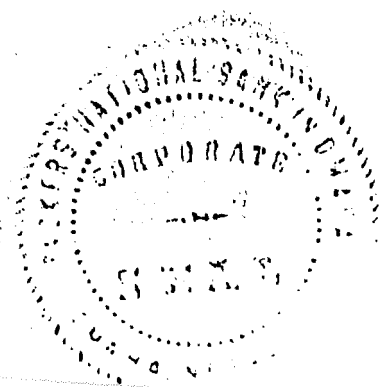
Owners of Lots 2 through 56

PACKERS NATIONAL BANK

BY: Donald E. Kunkel  
President

Sr Vice James R. Bida  
Secretary

Mortgagee



WEAR CONSTRUCTION CO.

BY: Frank J. Wear  
FRANK J. WEAR, President

Robert E. Wear  
Secretary

Mortgagee

Mortgagee  
*Wm E Naviaux*  
WILLIAM E. NAVIAUX

*Meredith E. Naviaux*  
MEREDITH E. NAVIAUX

Husband and Wife

*Frank J. Wear*  
FRANK J. WEAR

MARJORIE H. WEAR

Husband and Wife

  
ROBERT E. WEAR

FRANCIS R. WEAR

Husband and Wife

Virgil P. R. Wamsat  
VIRGIL P. R. WAMSAT

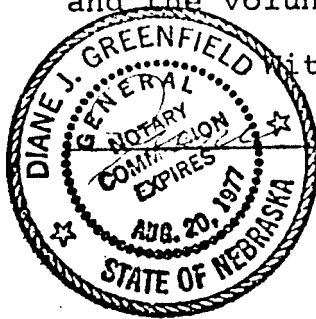
Patricia S. Wamsat  
PATRICIA WAMSAT

Husband and Wife

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary Public qualified for said county, personally came Virgil P. R. Wamsat, President of Four Fountains, Inc., a corporation, known to me to be the President and identical person who signed the foregoing Declaration, and acknowledged the

execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

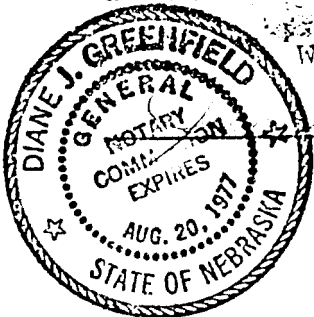


Witness my hand and notarial seal this 3rd day of \_\_\_\_\_, 1976.

Diane J. Greenfield  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public, qualified for said county, personally came Donald E. Dwork, Sr. Vice, President of Packers National Bank, a corporation, known to me to be the President and identical person who signed the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



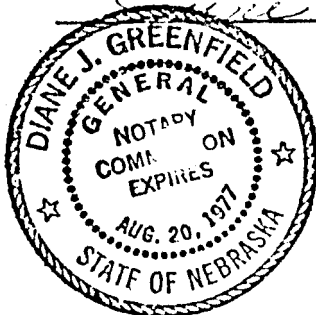
Witness my hand and notarial seal this 3rd day of \_\_\_\_\_, 1976.

Diane J. Greenfield  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Frank J. Wear, President of Wear Construction Co., a corporation, known to me to be the President and identical person who signed the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

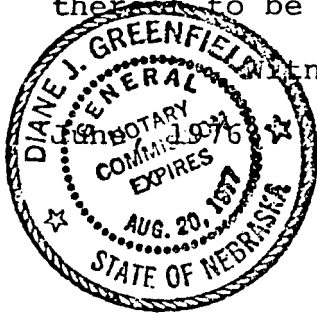
Witness my hand and notarial seal this 4th day of \_\_\_\_\_, 1976.



Diane J. Greenfield  
NOTARY PUBLIC

STATE OF NEBRASKA }  
 } SS.  
 COUNTY OF DOUGLAS }

Before me, a notary public qualified for said county,  
 personally came William E. Naviaux and Meredith E. Naviaux,  
 husband and wife, known to be to be the identical persons who  
 signed the foregoing Declaration and acknowledged the execution  
 thereof to be their voluntary act and deed.



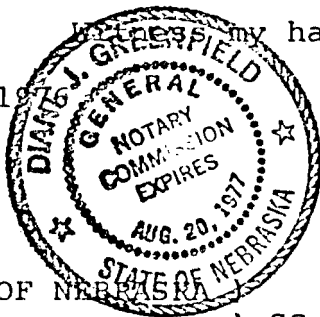
Witness my hand and notarial seal this 3rd day of

Diane J. Greenfield  
 NOTARY PUBLIC

STATE OF NEBRASKA }  
 } SS.  
 COUNTY OF DOUGLAS }

Before me, a notary public qualified for said county,  
 personally came Frank J. Wear and Marjorie H. Wear, husband and  
 wife, known to me to be the identical persons who signed the  
 foregoing Declaration and acknowledged the execution thereof to  
 be their voluntary act and deed.

June, 1976, my hand and notarial seal this 4th day of

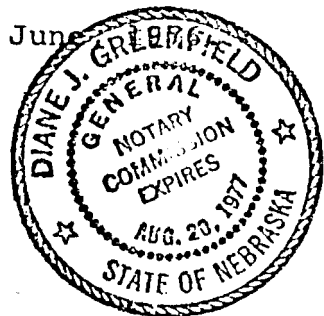


STATE OF NEBRASKA }  
 } SS.  
 COUNTY OF DOUGLAS }

Diane J. Greenfield  
 NOTARY PUBLIC

Before me, a notary public qualified for said county,  
 personally came Robert E. Wear and Frances R. Wear, husband and  
 wife, known to me to be the identical persons who signed the  
 foregoing Declaration and acknowledged the execution thereof to be  
 their voluntary act and deed.

Witness my hand and notarial seal this 4th day of



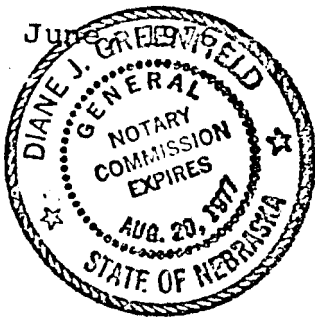
Diane J. Greenfield  
 NOTARY PUBLIC



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Virgil P. R. Wamsat and Patricia Wamsat, husband and wife, known to me to be the identical persons who signed the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal this 3rd day of



Thomas O. Humphreys  
NOTARY PUBLIC

By \_\_\_\_\_  
Deputy  
MAR \_\_\_\_\_  
N \_\_\_\_\_  
G.P.J. PC  
Compared \_\_\_\_\_  
Feb 4/50

### Register of Beeds

E. Harold Oster

Entered in Numerical Index and then  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 566 of page  
Page 84

OF FREMONT  
COUNTY } ss

2. FATHER'S NAME  
REGISTERED DEEDS  
DOUGLAS COUNTY, NEBR.

1976 JUN 10 PM 4:15

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Mae