

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CROWN POINT LOTS 1 THROUGH 96

This Declaration, made on the date hereinafter set forth by Wear Construction Co., a Nebraska corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 96, inclusive, Crown Point, a replat of part of Four Fountains Addition, located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 33-16-12, Douglas County, Nebraska, and

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 easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. The easements, 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.

A. Said lots shall be used only for detached single-family residential purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes except Lot 96, Crown Point, may be used for a duplex residential unit.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other out-building 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 dwelling constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

D. Public sidewalks shall be constructed along the street side of each built-upon lot. The sidewalks, location, construction details, materials and grade shall be in accordance with the regulations of the City of Omaha and revisions thereof. The sidewalks shall be constructed by the then owner of the Lot at the time of completion of the main structure and before occupancy or use thereof, except for acceptable FHA escrow due to weather.

E. The following building restrictions shall apply to said lots:

(1) Where Lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages; 800 square feet on the main floor of the house for a one-story, bi-level, tri-level, split-entry, 1 1/2 story or taller house.

(2) Lots 1 through 6, 35 through 44, 60 through 64 and 96 must conform to the City of Omaha zoning requirements for R-5, Fifth Residential District. Lots 7 through 34, 45 through 59, and 65 through 95 must conform to the City of Omaha zoning requirements for R-5A Residential District.

(3) Exposed portions of the foundations on the front of the house or any masonry on the front of the house shall be brick, stone, or painted concrete block. Exposed foundations on the sides and rear of the house may be poured concrete or standard concrete block but must be painted.

F. 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 owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors.

G. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets, provided they are not kept, bred, or maintained for any commercial purpose.

H. 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 plan have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of the exterior

materials, lot grading, and placement of structures on the Lot. Failure of the Declarant or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such Lot from the provisions of this paragraph.

I. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any Lot until the undersigned has given its written approval thereof.

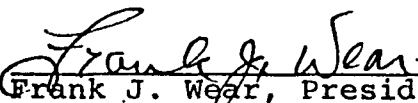
J. The Declarant or any owner of a Lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any other to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

K. 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 other person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner and 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 owners of not less than Seventy-Five Percent (75%) of the lots covered by this Declaration.

L. 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 \_\_\_\_\_ day of \_\_\_\_\_, 1982.

WEAR CONSTRUCTION CO., A  
Nebraska Corporation

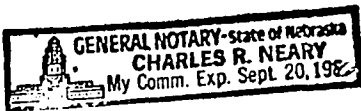
  
Frank J. Wear, President

*Robert E. Wear*

Robert E. Wear, Secretary

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 1<sup>st</sup> day of Oct, 1982, before me, the undersigned, a Notary Public in and for said County, personally came Frank J. Wear, President and Robert E. Wear, Secretary of Wear Construction Co., to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said corporation.



*Charles R. Neary*  
Notary Public

My Commission expires: Sept 20 1986

*S. Neary*  
RECEIVED

1982 OCT -8 PM 4:13

C. HAROLD OSILER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Book 678  
Page 283  
of 283

Fee 39.00  
Index X  
Comped X  
N 87-349  
2ke  
871349