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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2017-11384

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Clay J. Douding

REGISTER OF DEEDS



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR LOTS 69A AND 69B, EAGLE VIEW, AS SURVEYED, PLATTED AND
RECORDED IN SARPY COUNTY, NEBRASKA

The Declarant, Olsen Rental Group, LLC, is the owner of certain real property located within Sarpy County, Nebraska, and described as follows:

Lots 69A and 69B, EAGLE VIEW, as surveyed, platted and recorded in Sarpy County, Nebraska

Such lots are herein referred to collectively as the "Lots."

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of the Lots and for the maintenance of the character, value desirability, attractiveness and medical and professional integrity of the Lots.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms, unless any such condition specifies a Lot or Lots then only such Lot or Lots specified shall be subject thereto:

1. The conditions and limitations imposed herein shall be deemed covenants running with the land and running with each residential unit for the benefit of, and as a limitation and burden upon, each residential unit and upon their successors and assigns and upon all future owners of the residential units who will be subject thereto in all respects as though the conditions and limitations imposed herein had been specifically included in the deed transferring title to the property and made a part thereof.
2. General Rules of Law Each wall, roof, fence, plumbing or sewer, or other structure, which is part of an adjoining residential unit and placed on the dividing boundary line between them, shall constitute and be referred to as a "Party Wall" or "Party Roof" or "Party Structure," and the general rules of law regarding party walls or party roofs, or party structures, and liability for property damage due to negligence or willful acts, or omissions, with respect thereto shall apply.

Olsen Rental Group LLC
16511 Crestfield Dr.
Omaha NE 68136

3. Sharing of Repairs and Maintenance. The cost of reasonable repair and maintenance of a Party Wall, Party Roof, or Party Structure, shall be shared equally by the Owners of the structures of which such Party Wall, Party Roof, or Party Structure, or other structures of which such Party Wall, Party Roof, or Party Structure, or other structures, are a part.
4. Destruction by Fire or Other Casualty. If a Party Wall or Party Roof, or other Party Structure, is destroyed or damaged by fire, termite infestation or other casualty, the owner of either unit of which such Party Wall or Party Roof, or other structure, is a part, may restore it to its former condition and, in that event, the parties sharing the structure shall contribute equally to the expense of such restoration. Notwithstanding any other provision of this Article or of these Covenants, Conditions, Restrictions and Easements herein, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements, or causes damage to a shared item, shall bear the whole cost of furnishing the necessary repair, replacement and/or protection against such elements and repair of damage caused by the elements
5. Right to Contribution. The right of any Owners to contribute for the cost and expenses in the repair, maintenance and/or restoration of any Party Wall or Party Roof, Party Structure, or other structure, shall be appurtenant to the land and shall pass to such owner's successors in title.
6. Exterior Coloration. In order to maintain uniformity, the entire exterior of the two (2) residential units have been painted in the same color. The aesthetics of the continuation of a common color for the entire exterior premises, applied in a uniform fashion, is in the best interest of the owners of the residential units. Therefore, in the event both the owners of the two (2) residential units agree to a uniform change of exterior coloration, then, in that event, the entire exterior premises color would be changed to a new exterior paint color. However, in the event that both of the residential unit owners cannot agree as to an exterior coloration change, then, in that event, the existing exterior coloration shall remain. It is further acknowledged that the cost of exterior painting and trim would be borne FIFTY PERCENT (50%) by each of the residential unit owner.
7. Maintenance of Structure and Grounds. The Owner of each of the residential units shall be responsible for maintenance of the parking areas, walls, fences, landscaping, the structure owned and the grounds upon which the structure is located, in good condition and consistent with the neighborhood surrounding the structure.
8. Easements. The Owner of each of the residential units sharing a Party Wall, Party Roof, Party Structure, common plumbing, sewer line, or other structure or facility, shall have an easement to enter upon such adjacent property in a reasonable manner and a reasonable time for the purposes of repairing, painting and/or maintaining the Party Wall, Party Roof, Party Structure, plumbing or sewer line or other structure. Further, to the extent that a Party Wall, Party Roof or Party Structure shall be deemed to be an encroachment from one residential unit to another by reason of error in location due to settlement and/or error in restoration thereof, there is hereby created, to the extent of and to support such encroachment, a perpetual easement in favor of the residential unit from which the encroachment exists and to be for the purposes of maintenance and support of each encroachment
9. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and will be recorded in the public records of Sarpy County, Nebraska and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These

restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

10. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has been approved by the City of Papillion or its applicable designee.
11. Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of the property, including joinders of all mortgagees, if any, provided that the same is also approved by the City of Papillion or its applicable designee, whichever by law has jurisdiction over such matters in accordance with applicable procedures.
12. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
13. Severability. Invalidation of any one of these covenants, by judgement of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Olsen Rental Group, LLC, Declarant

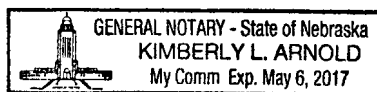
By:

Bridget A. Olsen
Bridget Olsen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

Before me, the undersigned Notary Public in and for said county and state, appeared Bridget Olsen, manager of Olsen Rental Group, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such company

WITNESS my hand and Notarial Seal this 5 day of April, 2017.



Kimberly L. Arnold
Notary Public