

13775

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
COMMONWEALTH SAVINGS COMPANY, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Lincoln,  
County of Lancaster, State of Nebraska, which is more particularly  
described as:

Olympic Heights Addition, an Addition to Lincoln,  
Lancaster County, Nebraska, as shown on the  
recorded plat.

NOW THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, used, improved, sold,  
and conveyed subject to the following easements, restrictions,  
covenants, terms and conditions, which are for the purpose of  
protecting the value, usability, attractiveness and desirability  
of, and which shall run with, the real property and be binding  
on all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, administrators,  
successors and assigns, and shall inure to the benefit of each  
owner thereof.

USE RESTRICTIONS

1. All lots herein described shall be used for single family dwellings.
2. All dwelling shall be situated on such lots in such manner as to comply with the applicable set back requirements of the recorded plat of Olympic Heights Addition and any other set back requirements imposed by law.
3. The total living area in a dwelling shall be no less than 900 square feet in the case of a one story dwelling, not including a garage; and not less than 1,200 square feet in the case of a two story dwelling, not including a garage.
4. Not more than one living unit and a garage shall be built upon any lot.
5. No out building, storage building, trailer, mobile home, barn, or any other structure, other than a single family dwelling shall be erected.

13775

6. 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.

7. No commercial, industrial or professional trade for activity, whether carried on for profit or not, shall be conducted on any lot. This prohibition shall include, but not be limited to, beauty shops, work shops, automobile repair shops, or any form of home or cottage industry.

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

9. No nuisance, advertising sign, bill board, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way, or for any purpose, which may endanger the health, or unreasonably disturb the quiet of any other persons in the neighborhood.

10. The construction of a dwelling shall not be started until written approval is first secured from the developer, of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling upon the lot or lots. The developer reserves the right to approve or reject any building plans, if in his opinion, the size, material, design and plot plan do not conform to the general standard and value of development in the subject area. To insure the enforcement of this provision, one set of plans, signed by the owner, shall be left on permanent file with the developer.

11. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

13775

12. The covenants and restrictions fo this declaration shall run with and bind the land for a term of fifty years from the date of this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years.

13. All of the foregoing covenants, consisting of paragraphs 1 through 12, shall apply to all lots located within Olympic Heights Addition.

13775  
NEIGHBORHOOD ASSOCIATION

14. Ownership of the lots described in this paragraph shall confer upon the owner, membership in the Olympic Heights Addition Neighborhood Association. Ownership of lots not set forth in this paragraph shall not confer such membership. The lots included in the Olympic Heights Addition Neighborhood Association are:

BLOCK 10

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, & 22

BLOCK 6

Lots: 1, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, & 36

BLOCK 7

Lots: 7

BLOCK 8

Lots: 5

BLOCK 11

Lots: 1

BLOCK 9

Lots: 1

BLOCK 3

Lots: 15

All located in Olympic Heights Addition, an Addition to Lincoln, Lancaster County, Nebraska.

15. "Association" shall mean and refer to Olympic Heights Addition Neighborhood Association, Inc., a Nebraska Non Profit Corporation, its successors and assigns.

16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title any lot which is a part of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

17. "Properties" shall mean and refer to the lots listed in Paragraph 14 of these covenants, located within the area set forth in the recorded plat of Olympic Heights Addition to Lincoln, Lancaster County, Nebraska.

18. "Common Area" shall mean the real property owned by Association for the common use and enjoyment of the owners, which property is described as follows:

Outlot A - D, Olympic Heights Addition, Lincoln, Lancaster County, Nebraska.

13775  
19. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the properties with the exception of the common area.

20. "Declarant" shall mean and refer to the declarant of these covenants, conditions and restrictions, and their successors and assigns.

21. "Board of Directors" shall mean and refer to the Board of Directors of the Olympic Heights Addition Neighborhood Association, Inc.

22. "Member" shall mean all owners who are members of the Association as herein provided.

#### COVENANTS RELATING TO THE ASSOCIATION

23. Every owner shall have a right and easement of use and enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot.

24. Every owner of a lot shall be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any lot. Members shall be entitled to one vote for each lot owned, in the conduct and management of the affairs of the association.

25. Declarant and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, to be established and collected as hereinafter provided. Such assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred to collect the same, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

26. The assessments levied by the Association shall be used for the improvement and maintenance of the common area.

27. The initial annual assessment shall be \$10.00 per lot, per year, said amount to be collected on a periodic basis as determined by the Board of Directors; provided that the amount of the annual assessment may be reduced or increased by appropriate action by the Board of Directors.

28. Assessments must be fixed at a uniform rate for all lots and may be collected in advance on a monthly, annual or other periodic basis as determined by the Board of Directors.

29. The annual assessments, provided for herein shall commence January 1, 1979. Written notice of the annual assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

30. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, have hereunto set their hand and seal this 30<sup>th</sup> day of May, 1979.

S. E. Cople

STATE OF NEBRASKA )  
LANCASTER COUNTY ) ss.

On this 30<sup>th</sup> day of May 1979, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came S. E. Cople, President, Commonwealth Savings Company, to me known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and seal at Lincoln in said county the day and year last above written

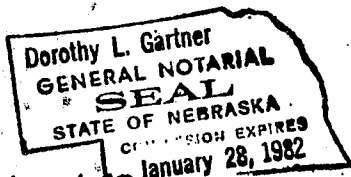
Dorothy L. Gartner  
Notary Public

LANCASTER COUNTY NEBR.  
Kenneth L. Ferguson  
REGISTER OF DEEDS

1979 JUN -5 PM 3:30

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 79-13775



37- 401, 403, 405, 427, 437, 409, 441, 413, 415, 431, 419, 435, misc.

\$21.00

C. M. M. M.