

12419

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MARVIN E. COPPLE and JOAN H. COPPLE, Husband and Wife hereinafter referred to as "Declarant".

WITNESSETH:

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

Fox Hollow, 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 dwellings shall be situated on such lots in such manner as to comply with the applicable set back requirements of the recorded plat of Fox Hollow Addition and any other set back requirements imposed by law.
3. The total living area in a dwelling shall be no less than 1,200 square feet in the case of a one story dwelling, not including a garage; and not less than 1,500 square feet in the case of a two story dwelling, not including a garage.
4. Not more than one living unit and an attached garage shall be built upon any lot. No detached garage shall be built upon any lot.
5. No out building, storage building, trailer, mobile home, modular home, barn, or any other structure, other than a single family dwelling with attached garage, shall be erected, placed or parked upon any lot.
6. No mobile home, motor home, camper or other recreational vehicle, or mobile or motorized living unit of any kind or description shall be parked or stored on any lot.

12-19

7. 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.

8. No commercial, industrial or professional trade or 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. All of the foregoing covenants, consisting of paragraphs 1 through 13, shall apply to all lots located within Fox Hollow Addition.

FOX HOLLOW NEIGHBORHOOD ASSOCIATION

15. Ownership of the lots described in this paragraph shall confer upon the owner, membership in the Fox Hollow Neighborhood Association. Ownership of lots not set forth in this paragraph shall not confer such membership. The lots included in the Fox Hollow Neighborhood Association are:

Block 2 - Lot 12

Block 3 - Lots 3, 4, 5, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21

Block 4 - Lots 1, 2, 3, 4, 6, 7, 8, 14, 15, 16, 20, 21, 22, 24, 25, 26 and 27

Block 6 - Lots 1, 2 and 3

all within Fox Hollow Addition to Lincoln, Lancaster County, Nebraska.

16. "Association" shall mean and refer to Fox Hollow Neighborhood Association, Inc., a Nebraska Non Profit Corporation, its successors and assigns.

17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to 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.

18. "Properties" shall mean and refer to the lots listed in paragraph 15 of these covenants, located within the area set forth in the recorded plat of Fox Hollow Addition to Lincoln, Lancaster County, Nebraska.

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

Outlot A and Outlot B, Fox Hollow Addition to Lincoln,
Lancaster County, Nebraska

20. "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.

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

22. "Board of Directors" shall mean and refer to the Board of Directors of the Fox Hollow Neighborhood Association, Inc.

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

COVENANTS RELATING TO THE ASSOCIATION

24. 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.

25. 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.

26. 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.

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

28. 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 of the Board of Directors.

29. 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.

30. The annual assessments provided for herein shall commence January 1, 1978. 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.

31. 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 20 day of May, 1977.

[Handwritten Signature]
Joan H. Copple

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 20 day of May, 1977, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came Marvin E. Copple and Joan H. Copple, husband and wife, to me known to be the identical persons whose names are 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.

[Handwritten Signature]
Notary Public



INDEXED
MICRO-FILED
GENERAL

35-9-131
17-2-131
25-1-131
23-1-131
41-1-131
49-1-131
57-1-131
65-1-131
73-1-131
81-1-131
Misc

LANCASTER COUNTY REGISTER OF DEEDS

1977 MAY 24 AM 9:12

ENTERED ON NUMERICAL INDEX FILED FOR RECORD AS:
INST. NO. 77- 12419

\$ 20.00

Boyer & Hetherington
811 So 13th St
Lincoln, NE 68502