

18597

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Golf Park Ltd., a limited partnership, being the owner of the following described real estate located in Lincoln, Lancaster County, Nebraska, to-wit:

(Golf Park)

Lots 15, 35 and a portion of 38, in Section 10, Township 10 North, Range 7 East of the Sixth Principal Meridian, Lancaster County, Nebraska, more particularly described as follows: North Tract - Commencing at the West 1/4 corner of said Section 10, said point being the point of beginning; thence north on an assumed bearing of north 00 degrees 00 minutes east a distance of 558.82 feet; thence north 89 degrees 51 minutes 50 seconds east a distance of 363.25 feet; thence south 00 degrees 00 minutes east a distance of 80.00 feet; thence north 89 degrees 51 minutes 50 seconds east a distance of 958.65 feet; thence north 00 degrees 00 minutes east a distance of 69.30 feet; thence north 89 degrees 51 minutes 50 seconds east a distance of 289.90 feet; thence south 00 degrees 01 minutes 50 seconds east a distance of 840.15 feet; thence south 89 degrees 51 minutes 40 seconds west a distance of 1,612.13 feet; thence north 00 degrees 00 minutes east a distance of 292.04 feet to the point of beginning, said tract containing 29.66 acres. South Tract - Commencing at the West 1/4 corner of said Section 10; thence south along the west line of Section 10 on an assumed bearing of south 00 degrees 00 minutes east a distance of 492.04 feet to a point, said point being the point of beginning; thence north 89 degrees 51 minutes 40 seconds east a distance of 599.71 feet; thence south 00 degrees 08 minutes 20 seconds east a distance of 120.00 feet; thence south 14 degrees 37 minutes 52 seconds west a distance of 62.06 feet; thence south 00 degrees 01 minutes 21 seconds west a distance of 532.24 feet; thence south 89 degrees 50 minutes 45 seconds west a distance of 584.12 feet; thence north 00 degrees 00 minutes east a distance of 712.26 feet to a point of beginning, said tract containing 9.61 acres.

hereby declares that said real estate shall be held, sold and conveyed subject to the easements, restrictions, covenants, reservations, liens, charges and conditions which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest thereon or any part thereof, as follows:

SECTION 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed to remain on any lot other than single family or two-family dwellings, not to exceed two stories in height and a private garage for not more than four cars, which may be either attached to or detached from the dwelling.

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SECTION 2. Easements for installation and maintenance of utilities, drainage facilities and walkways are reserved as shown on the recorded plat.

SECTION 3. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

SECTION 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be erected upon, or used, on any lot at anytime as a residence, either temporarily or permanently.

SECTION 5. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

SECTION 6. 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 they are not kept, bred or maintained for any commercial purpose.

SECTION 7. No excess dirt which has been removed from any lot shall be removed from the Golf Park Addition. Any excess dirt shall be deposited within the Golf Park Addition at the direction of Golf Park Ltd.

SECTION 8. All lot owners shall plant and maintain the number and type of trees and shrubs in accordance with the plan for a planting screen for this subdivision approved by the City Planning Director; and all lot owners shall, concurrent with construction of improvements and in any event prior to June 1, 1978, install and maintain sidewalks paralleling the streets surrounding the immediate boundaries of the lots as required by the ordinance approving the subdivision. Golf Park Ltd. may perform the work as described above, upon thirty days prior written notice to any lot owners should such lot owner fail to so perform and shall thereby have a lien upon said lot for the cost of the work performed and materials supplied, together with the costs of recovery including attorney fees.

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SECTION 9. Direct vehicular access from Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, and 60, Block 1, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 6, and Outlot B onto the Mahoney Park access road (Fremont Street extended) shall be permanently prohibited; and direct vehicular access from Lots 1 and 60, Block 1, and Lots 1, 21, 22, 23 and 24, Block 2, and Lots 1, 2, 3, 4, 5, 6, and 7, Block 6, and Lot 1, Block 8, onto 70th Street shall be permanently prohibited.

SECTION 10. No nuisance, advertising sign, billboard, 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 holder of adjoining lots; except that this covenant shall not prevent Golf Park Ltd. from placing signs advertising the lots in the subdivision upon any lots owned by said Golf Park Ltd. This covenant shall not prevent Golf Park Ltd. from building ornamental structures at subdivision entrances.

SECTION 11. Golf Park Ltd. expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots, and to fix the grade at which any dwelling shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

SECTION 12. The covenants and restrictions of this Declaration shall attach to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

SECTION 13. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Golf Park Ltd., a limited partnership, has caused this instrument to be executed by its general partner this 19 day of November 1974.

GOLF PARK LTD.

Attest:

Nancy C. Harding

By

John L. Hoppe

STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 19 day of November 1974, before me, a duly appointed and qualified notary public, personally appeared John L. Hoppe to me known to be the same and identical person who signed the above and foregoing instrument as general partner of the said limited partnership and he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited partnership.

WITNESS my hand and seal the date last aforementioned.

Howard D. Olson
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
June 13, 1978

Howard D. Olson
Notary Public

INDEXED
MICRO-FILED
GENERAL

33.

map

43 71
47 15
51 19
53 82
57 52

LANCASTER COUNTY, NE.
REGISTER OF DEEDS

1974 NOV 21 AM 8:26

FILED FOR RECORD AS:

INST. NO. 74- 18597

\$15.00

Nebraska Title Co

M.S.

ret