

78 - 470 / 47v

ROMAN PLAZA

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration, made this 3rd day of May, 1976, by Anna Wiesman, hereinafter called the "Owner".

W I T N E S S E T H:

WHEREAS, the Owner is the owner of the real property in Douglas County, Nebraska, legally described as follows:

Part of Lots 550 and 555, Mockingbird Hills West, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of Lot 555, Mockingbird Hills West, thence south 89 17 33 west a distance of 515.75 feet to the point of beginning; thence continuing south 89 17 33 west a distance of 194.89 feet to a point of curvature; thence northwesterly on a 932.78 foot radius curve to the right an arc distance of 151.99 feet; (chord distance of 151.82 feet and chord bearing north 68 01 09 west) to the east right-of-way line of "M" Street; thence north 33 38 44 east a distance of 10.34 feet to a point of curvature; thence northeasterly on a 325.00 foot radius curve to the left an arc distance of 119.88 feet to a point of tangency; thence north 12 30 39 east a distance of 342.53 feet; to a point of curvature; thence northeasterly on a 315.00 foot radius curve to the right an arc distance of 429.79 feet to a point of tangency; thence south 89 18 48 east a distance of 526.36 feet; thence south 00 42 27 east a distance of 1057.56 feet to the point of beginning;

and

WHEREAS, the Owner intends to develop said real property as a commercial and business park, to be initially known as "Roman Plaza", and

WHEREAS, the undersigned desires to provide for the preservation of the values and amenities in said development and to promote an integrity of design and style therein; and to this end, desires to subject the real property described above to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Owner declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all present and future owners of all or any part of the real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of more than fifty per cent (50%) of the subject real property has been recorded prior to the commencement of any ten-year period, agreeing to change said covenants in whole or in part.

ARTICLE II
ENFORCEMENT

Enforcement of these covenants and restrictions by owners of any of the subject real property shall be by any proceeding at law or in equity against any such person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review of Committee. No poles, standards, trash receptacles, displays, decorations, structures, projection or object shall be installed, placed, maintained, or kept outside of any building which is a part of the subject real property and no alteration or re-painting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, if any, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more persons. If any member of the Architectural Control Committee shall resign or refuse or be unable to serve in such capacity, the remaining members of such committee shall designate a replacement for such person. Owners of seventy-five per cent (75%) or more of the subject real property shall have the right to remove any member of the Architectural Control Committee and replace such removed member by a person designated by them. The initial Architectural Control Committee shall be composed of the following named persons: Benjamin Wiesman, Charles Wilscam, and Sheldon J. Harris.

Section 2. Discretion of Committee. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the subject real property conform to and harmonize with existing surroundings and structures. All determinations made by the Architectural Control Committee shall be in its sole discretion and shall be final. It is specifically understood that the powers and duties of the Architectural Control Committee are not limited only to an enforcement of those covenants and restrictions stated herein but shall extend to an overall control of a harmonious development of the subject real property.

Section 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests in writing within twenty (20) days after submission. In the event the Architectural Control Committee fails to take any action within twenty (20) days after requests have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

Section 4. No Liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner within the subject real property by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

ARTICLE IV
SET-BACKS, DRIVEWAYS AND PARKING

The driveway and public parking area of each parcel of property in Roman Plaza shall be designed, and at all times maintained so as to provide for free and unobstructed vehicular access to each adjoining property, and, subject to the provisions hereof, each owner of property in Roman Plaza and his or its agents, lessees, employees and invitees shall have the right to use all such driveways in order to obtain access to adjoining properties or to the adjoining public streets. The Architectural Control Committee shall specify the location and dimensions of the access between adjoining properties, or may eliminate any of such access drives. Once approved, the driveway arrangement shall not be changed without the prior written consent of the Architectural Control Committee.

The building setbacks established by the City of Omaha shall be applicable; provided, however, that no waiver of established setbacks by the City of Omaha shall be effective unless also approved by the Architectural Control Committee.

ARTICLE V
PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off-street. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced.

ARTICLE VI
MAINTENANCE OF UNDERDEVELOPED AREAS

That portion of each site which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as herein provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event, and at no time, shall any part of the land areas be planted to cultivated row crops. The landowner shall be responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

ARTICLE VII
LOADING AREAS AND STORAGE

Section 1. Loading Areas. All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced.

Section 2. Outside Storage. No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property.

ARTICLE VIII
ERECTION OF SIGNS

No owner, lessee, or occupant of land within the subject real property shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly related to its own business conducted thereon. Written approval of the Architectural Control Committee is required for the erection of any sign, and any sign erected without such prior approval may be removed at the option of the Architectural Control Committee.

ARTICLE IX
SUBDIVIDING

At no time and in no event shall any parcel of Roman Plaza be subdivided into additional lots or parcels without the prior written consent and authorization of the Architectural Control Committee.

ARTICLE X
COMPLIANCE WITH GOVERNMENT REGULATIONS

The owner of any site or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate at said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the landscaping, parking and drive areas, then the Architectural Control Committee or any of the other owners of at least fifty per cent (50%) in area of the lots in Roman Plaza, shall have the right, privilege and license to enter upon the premises and make any and all correction or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner. In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Omaha shall apply throughout Roman Plaza, except as such may be modified by duly constituted authority.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Amendments. These covenants and restrictions may be amended by an instrument signed by owners of not less than fifty-one per cent (51%) in area of the subject real property.

Section 2. Severability. If any paragraph or part thereof of this Declaration shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative.

Section 3. Notices. Any notice required to be sent to any of the owners under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner of record of the applicable property at the time of such mailing.

IN WITNESS WHEREOF, the Owner has executed this Declaration this 3rd day of May, 1976.

Anna Wiesman

Anna Wiesman, Owner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 3rd day of May, 1976, before me, a Notary Public, personally appeared Anna Wiesman, to me known to be the identical person who signed the within instrument, and acknowledged the contents thereof to be her voluntary act and deed.



Witnessed by my hand and Notarial Seal the day and year last above
Dorothy J. Richards

Notary Public

My Commission Expires July 2, 1978

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
AT 11:27 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS
DAY OF May 1976