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DECLARATION

Maple North Enterprises, Inc., a Nebraska Corporation, hereby establishes the following covenants and restrictions.

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PRELIMINARY STATEMENT

Maple North Enterprises, Inc., a Nebraska Corporation ("Declarant"), is the record owner of the unimproved parcel of real estate located near the northeast corner of the intersection of 144th Street and Maple Street in Douglas County, Nebraska, more particularly described on Exhibit A annexed to this Declaration (the "Property").

The Property is the subject of and included within a plat which has been approved by the Planning Board of the City of Omaha and which will be presented to the City Council of the City of Omaha, Nebraska for approval. As a result of such platting, the Property will be designated and described as Lots 533, 534 and 535 Hillsborough, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. References in this Declaration to the "Property" shall mean and include each and all of such Lots 533, 534 and 535.

The Declarant intends to develop and utilize the Property for commercial uses, subject to the covenants and restrictions established by this Declaration.

Declarant has acquired title to approximately sixty-four acres of unimproved land (the "Adjoining Land") adjoining the Property from Maple Joint Venture, a Nebraska General Partnership (the "Joint Venture"). As an inducement, condition precedent to, and consideration for the conveyance by the Joint Venture to the Declarant of the Adjoining Land, the Declarant agreed to and does hereby establish and record the covenants and restrictions contained in this Declaration.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following covenants and restrictions.

1. Restrictions. Neither the Property nor any portion or part thereof or interest therein shall be used or leased nor shall the legal or beneficial owner, lessee, sublessee, land contract purchaser, or any person, entity, trust, or

association having an interest in the Property or any portion or part thereof suffer or permit the use, in any manner whatsoever, of the Property or any portion or part thereof (i) for use as a grocery supermarket or the sale, at retail or discount, of food or any food products including but not limited to meats, produce, fruit, bakery goods, and delicatessen items, or (ii) for any single retail store or any combination of retail stores, retail businesses, or retail usages, physically situated within the same four perimeter walls which is twenty-five thousand (25,000) square feet or more. For the purposes here of, retail store, retail business, or retail usage shall mean any store, business, or usage which is primarily devoted to the sale of tangible property to the general public.

Anything to the contrary notwithstanding, nothing in the foregoing paragraph shall be construed to preclude the use of any portion or part of the Property (a) as a restaurant or (b) as a convenience grocery store containing less than 3,750 square feet of floor area devoted to the sale of food products.

2. Duration. The Declaration and each covenant and restriction created hereunder will continue in perpetuity unless amended or terminated as provided in Section 4 of this Declaration.
3. Legal Effect. Each covenant and restriction contained in this Declaration: (a) is made for the direct benefit of Lots 540, 541, 542, and 550, and every portion or part thereof, Hillsborough, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska ("Joint Venture Parcels") all of which are Parcels, are situated within the real estate owned by the Joint Venture legally described on Exhibit B annexed; the Declarant acknowledges that the real estate described on Exhibit B annexed is also the subject of the Plat identified in the Preliminary Statement of this Declaration and that as a result of such platting the Joint Venture Parcels will be created, designated, and described as Lots 540, 541, 542, and 550, Hillsborough, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. All references in this Declaration to the Joint Venture Parcels shall mean and refer only to each and all of such Lots 540, 541, 542, and 550, and every portion or part thereof; (b) creates equitable servitudes on the Property and every portion or part thereof in favor of the Joint

Venture Parcels, the record owners of fee title to the Joint Venture Parcels and their respective successors and assigns; (c) constitutes a covenant running with the land; (d) binds every person, entity, association, trust, corporation, or partnership now having or hereafter acquiring title to or an interest of any kind in any portion or all of the Property; and (e) will inure to the benefit of the Joint Venture, its successors and assigns, and every person, entity, association, trust, corporation, or partnership, and each of their respective successors, assigns, heirs, personal representatives, mortgagees and beneficiaries under deeds of trust, which own an interest in fee in the Joint Venture Parcels or any portion or part thereof.

4. Amendment and Termination. The Declaration and any provision herein contained may be terminated, extended, modified or amended as to the Property or any portion or part thereof only with the express prior written consent of all the record title holders of the Joint Venture Parcels and every portion or part thereof, duly recorded against the Property in the office of the Register of Deeds of Douglas County, Nebraska

5. Default; Remedies. The provisions of this Declaration may be enforced as follows:
 - a. Injunctive Relief. In the event of any violation or threatened violation of any of the provisions of this Declaration, in addition to the right to collect damages and to pursue any and all other available legal and equitable remedies, the then record title holder of any portion or all of the Joint Venture Parcels will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Declarant acknowledges, for itself and its successors and assigns, that should an action for Specific Performance be initiated, that all other remedies at law are inadequate.

 - b. No Termination. No breach of this Declaration will entitle any person, entity, or association having an interest in the Property to cancel, rescind or otherwise terminate this Declaration or any of the covenants and restrictions established herein.

6. Notices. All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be

delivered in person, by certified or registered mail, postage prepaid, return receipt requested, or by recognized courier service to the record title holders of the portion of the Property involved at the addresses on file with the office of the Douglas County Assessor for delivery of ad valorem tax statements relating to such Property.

7. Waiver of Default. No waiver of any default will be implied from the failure by the record title holder of any portion of the Joint Venture Parcels ("Joint Venture Parcel Owner") to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Joint Venture Parcel Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Joint Venture Parcel Owner might otherwise have by virtue of a default under this Declaration; and the exercise of any right or remedy by any Joint Venture Parcel Owner will not impair such Joint Venture Parcel Owner's standing to exercise any other right or remedy.
8. Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
9. Governing Law. This Declaration will be construed in accordance with the laws of the State of Nebraska.
10. Captions. The captions of the paragraphs of this Declaration are for convenience only and are not

intended to affect the interpretation or construction of the provisions herein contained.

11. Time. Time is of the essence of this Declaration.

Dated as of 23rd day of January, 1992

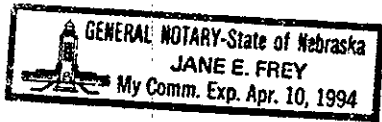
MAPLE NORTH ENTERPRISES, INC., a
Nebraska Corporation

By: [Signature]
Title: President

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of January 1992, by Robert P. Horgan, President of Maple North Enterprises, Inc., a Nebraska Corporation, on behalf of such corporation.



[Signature]
Notary Public

EXHIBIT A
Legal Description

The following is the metes and bounds and the description of the Property:

That part of the South 1/2 of Section 1, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SW corner of said South 1/2; thence N89°47'37"E (assumed bearing) 125.00 feet on the South line of said South 1/2; thence N00°17'45"E 110.96 feet on a line 125.00 feet East of and parallel with the West line of said South 1/2 to the North line of West Maple Road and the point of beginning; thence continuing N00°17'45"E 645.00 feet on a line 125.00 feet East of and parallel with the West line of said South 1/2; thence S89°42'15"E 790.02 feet; thence Southeasterly on a 333.36 foot radius curve to the left, chord bearing S25°21'29"E, chord distance 288.65 feet, an arc distance of 298.52 feet to a point of tangency; thence S51°00'44"E 288.18 feet to a point of curve; thence Southeasterly on a 249.81 foot radius curve to the right, chord bearing S25°34'31"E, chord distance 214.59 feet, an arc distance of 221.81 feet to the North line of West Maple Road; thence Westarly on the North line of West Maple Road the following described courses; thence N88°04'27"W 36.46 feet; thence N83°48'18"W 582.87 feet; thence S83°58'00"W 402.72 feet; thence S89°16'32"W 107.59 feet; thence N84°27'43"W 137.13 feet to the point of beginning.

Containing 604,590 square feet or 13.88 acres, more or less.

The real estate described immediately above will be designated and described subsequent to platting as:

Lots 533, 534, and 535 of Hillsborough, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

EXHIBIT B
Legal Description

The following is the metes and bounds description of the real estate owned by the Joint Venture:

That part of the South 1/2 of Section 1, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SE corner of said Section 1; thence North (assumed bearing) 500.50 feet on the East line of said Section 1 to the point of beginning; thence S89°07'55"W 33.00 feet to the West line of 132nd Street; thence S06°50'34"W 100.72 feet on the West line of 132nd Street; thence S01°56'34"W 294.97 feet on the West line of 132nd Street to the North line of West Maple Road; thence Westerly on the North line of West Maple Road on the following described 6 courses; thence N70°15'30"W 284.10 feet; thence S86°36'15"W 1001.13 feet; thence S87°06'32"W 533.90 feet; thence S82°40'47"W 419.81 feet; thence N55°37'45"W 60.64 feet; thence N89°03'02"W 58.72 feet; thence N00°12'23"E 90.09 feet to a point of curve; thence Northeasterly on a 1317.75 foot radius curve to the right, chord bearing N08°50'12"E, chord distance 395.47 feet; an arc distance of 396.97 feet to a point of tangency; thence N17°28'00"E 111.47 feet to a point of curve; thence Northwesterly on a 649.48 foot radius curve to the left, chord bearing N02°38'07"W, chord distance 446.44 feet, an arc distance of 455.74 feet; thence N67°15'46"E 40.00 feet; thence S89°47'37"E 948.81 feet; thence N86°36'15"E 871.99 feet; thence North 326.11 feet; thence East 450.00 feet to the East line of said Section 1; thence South 1019.12 feet on the East line of said Section 1 to the point of beginning.

The real estate described immediately above will be designated and described subsequent to replatting as:

Lots 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, and 550, Hillsborough, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

However, only Lots 540, 541, 542, and 550, Hillsborough, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, are intended to be benefitted by the restrictions and covenants in the Declaration to which this Exhibit B is annexed.

