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Glenn J. Dowling
REGISTER OF DEEDS

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BROOK VALLEY BUSINESS PARK

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (hereinafter referred to as the "Declaration") is made and executed as of the 2nd day of March 1998, by BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of the following described real property:

Lots Fifty-One (51) through Sixty-One (61), inclusive, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These covenants shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in the above described real property, or any part thereof, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS

(a) "Accessory Structure" shall mean a structure which is incidental to and customarily associated with a specific principal use or building on the same site.

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(b) "Declarant" shall mean and refer to Brook Valley Limited Partnership, a Nebraska limited partnership, whose sole general partner is Prime Realty, Inc., a Nebraska corporation.

(c) "Lot" shall mean and refer to any plot of land platted as a Lot as shown upon the recorded initial Subdivision plat of Brook Valley Business Park, or as any such Lot may hereafter be subdivided, replatted or reconfigured, in whole or in part.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Subdivision, including contract sellers, but excluding those persons having such interest merely as security for the performance of an obligation (including the trustee under a deed of trust). "Owner" shall include Declarant when the Owner of a Lot.

(e) "Subdivision" shall mean Brook Valley Business Park, as surveyed, platted and recorded, Douglas County, Nebraska.

II. LIMITATIONS AS TO TYPE OF CONSTRUCTION

(a) All buildings constructed within the Subdivision, except "Accessory Structures," as herein defined shall be of approved masonry construction, such as brick, stone, painted concrete block or architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lot lines may be of painted metal from a point (20) feet back of the required masonry wall and no painted concrete block will be allowed on the facade of any buildings facing 108th Street or Harrison Street. No building shall be moved from outside the Subdivision onto any Lot.

(b) Accessory structures may be of painted steel wall construction, if screened from peripheral streets by other buildings or trees or shrubs properly planted and maintained. Otherwise, the same construction standards as required in the first paragraph of this Article II shall apply.

III. BUILDING SET-BACKS

(a) There shall be a minimum front yard set-back of thirty-five (35) feet from any street; and a minimum side yard and rear yard set-back of twenty-five (25) feet from the side yard or rear yard lot line, except the side yard shall be thirty-five (35) feet from any street if adjacent to a street.

(b) The front yard and all other landscaped areas, including that area between the street paving and the property line of all built upon Lots, shall be planted with grass and properly maintained as a lawn area, except that part used for driveways or parking; provided, however, that no part thereof may be so used for driveways or parking without prior written approval of Declarant. Parking shall not be permitted between public street pavement and a property line or closer than seventy-five (75) feet from the street property line of 108th Street or Harrison Street or closer than twelve (12) to the street property line of all other streets.

(c) The minimum distance between any two buildings on the same tract shall be twenty (20) feet.

IV. LIMITATIONS AS TO PERCENTAGE OF LAND COVERED BY BUILDINGS

The total coverage of buildings and structures, including docks and loading platforms, shall not exceed sixty (60) percent of the area of each individual tract.

V. PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off-street. The minimum number of vehicular parking spaces required shall equal at least forty (40) percent of the number of employees normally engaged at any one time in the business or industry conducted on each individual tract. 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 with a suitable dustless material. Automobiles, trucks and other self-propelled vehicles parked out of doors within the Subdivision must be in operating condition.

VI. LOADING AREAS

All loading and unloading operations shall be off-street. In no case shall loading or 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 with a suitable dustless material. No loading areas shall be constructed facing any public street or highway without prior written approval of Declarant. However, in no event, shall a loading or unloading area face 108th Street or Harrison Street.

VII. 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 storage or abandonment of any property. No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of sale. No outside storage shall be permitted closer to any street than the building set-back requirement without prior written approval of Declarant.

VIII. ERECTION OF SIGNS

No Owner, lessee or occupant of any Lot shall use, or permit to be used, any portion of the property under his control for the erection of signs, billboards or displays, other than those directly connected with the business operated on said site. No flashing signs or lights, revolving beacons, strobe lights or similar electrical or mechanical mechanisms, whether permanent or temporary in nature, shall be permitted. No signs shall be erected or maintained on the roof of any building. Written approval is required prior to the erection or modification of any sign, other than a sign attached to a building and identifying the address and/or the occupant thereof.

IX. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area, as hereinbefore provided, shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches and shall be continuously and attractively maintained. In no event and at no time shall any Lot be planted to cultivated row crops. Each Lot Owner shall be responsible for the maintenance of the property beyond the lot line up to the edge of the pavement of the abutting street or streets.

X. OFFENSIVE USES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is, becomes or produces, an annoyance, nuisance or hazard to the Owner or occupant of other property within the Subdivision, including, but not limited to, unsightliness or the emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, noise or "Hazardous Substance," as defined in § 101(14) of CERCLA (42 U.S.C. § 9601(14)) or any applicable present or future state or local law, rule, regulation or ordinance, as amended from time to time.

XI. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use and building regulations, as now or hereafter imposed by the provisions of the zoning and building regulations of all governmental entities having jurisdiction shall apply throughout the Subdivision, except as such may be modified by duly constituted authority.

XII. APPROVAL OF PLANS

(a) No building, fence, wall, driveway or other external improvements above or below the surface of the ground, shall be built, erected, placed, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading or excavation be commenced without the express written approval of the Declarant. "Approval of Declarant" (including disapproval) shall also mean approval (or disapproval) by another person designated by Declarant in a writing duly recorded in the Office of the Register of Deeds and indexed against the Subdivision as approving authority in lieu of Declarant.

(b) Documents submitted for approval shall be clear, concise, complete, consistent and legible. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Declarant. Submittals for approval shall be made in duplicate and comments and action of Declarant will be identically marked on both copies of said submittals. One copy will be returned to the applicant and one copy will be retained as part of the permanent records of Declarant. Each applicant shall submit to Declarant the following documents, materials and/or drawings:

(i) Site plan, indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

(ii) Complete construction plans, including, but not limited to, floor areas of each level, wall sections and exterior elevations clearly indicating type and extent of exterior materials and roofing.

(c) The applicant's name, address and telephone number shall appear on each set of plans submitted to Declarant.

(d) The approval or disapproval of Declarant, as required by these covenants, shall be in writing. Failure of Declarant to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as approval of the plans and specifications submitted.

XIII. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC.

The owner of each Lot shall, at all times, keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and in all respects in compliance with applicable rules, regulations, ordinances and statutes of all governmental authorities having jurisdiction. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main building structure intended for such Lot. Vacant Lots shall not be used for dumping of earth or other waste materials and shall be maintained level and smooth enough for machine mowing. A building upon which construction has begun must be completed within one year from the date the foundation was dug for said building.

XIV. SIDEWALKS

Concrete sidewalks, four feet wide by four inches thick, shall be constructed by the Owner of each Lot in accordance with the sidewalk standards and regulations approved by the City Council of the City of LaVista prior to the time of completion of the main structure on said Lot.

XV. EXCEPTIONS OR MODIFICATIONS

Exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant must be submitted to Declarant for prior written approval.

XVI. DURATION

(a) These covenants shall run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, and shall be automatically renewed and extended for successive periods of five (5) years each, unless and until the then Owners of a majority of the land within the Subdivision execute and record an instrument terminating these covenants. Hereafter, this Declaration may be amended by an instrument executed by the Owners of not less than seventy-five percent (75%) of the land within the Subdivision. For purposes of determining

the "Owners of a majority of the land within the Subdivision" or "seventy-five percent (75%) of the land within the Subdivision," each Lot Owner shall be entitled to one vote for each square foot of land within the Subdivision to which fee simple title is held by such Owner.

(b) The Declarant, or any Owner or contract purchaser of a Lot, shall have the right to enforce, by proceeding at law or in equity, all restrictions and covenants now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of the same, or to recover damages for such violation. Failure by the Declarant, any Owner or contract purchaser to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

XVII. SEVERABILITY

If any term or provision of this Declaration, or the application of it to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Declaration and the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision thereof shall be valid and shall be enforced to the extent permitted by law.

XVIII. NOTICES

All notices to be given pursuant to this Declaration shall be in writing and must be given by United States mail, certified or registered, postage prepaid, properly addressed to the Owner of each Lot (and any prime lessee, where applicable) by name and address as shown on the then current property tax rolls in Sarpy County, Nebraska. All notices to Declarant shall be sent to it at the following address:

Brook Valley Limited Partnership
% James V. McCart
6410 South 120th Plaza
Omaha, Nebraska 68137

XIX. ATTORNEY'S FEES

In the event any entity which is entitled to the benefits of this Declaration brings any action at law or equity to enforce this Declaration, the prevailing party of such action shall be entitled to recover from the other party its reasonable attorney's fees and all court costs, in addition to all other appropriate relief.

XX. SUCCESSORS AND ASSIGNS

The Declaration created hereby shall inure to the benefit of, and be binding upon, the Owners of all Lots within the Subdivision and their respective successors and assigns; provided, however, that if any Owner sells any portion or all of its interest in any Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising out of this Declaration after the sale and conveyance of title.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first set forth above.

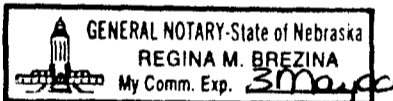
BROOK VALLEY LIMITED PARTNERSHIP
a Nebraska limited partnership

By: Prime Realty, Inc. general
partner

By: James V. McCart
James V. McCart,
President

State of Nebraska)
)ss.
County of Douglas)

The above and foregoing instrument was acknowledged before me this 2nd day of March, 1998, by James V. McCart, President of Prime Realty, Inc., general partner of Brook Valley Limited Partnership, a Nebraska limited partnership, on behalf of said limited partnership.



Regina M Brezina
Notary Public

Commission expires: 3 May 2000