

FILED SARPY CO. NE.
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Steve J. Lawing
REGISTER OF DEEDS

98-05465
Counter
Verify: [Signature]
D.E. [Signature]
Proof: [Signature]
Fee: \$2.50
Ck []
Cash []
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Return to:

JAMES F. KASHER
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 SOUTH 72 STREET, SUITE 1250
OMAHA, NE 68124-2356

RESTRICTIVE COVENANTS

Hilltop Industrial Park, L.L.C., a Nebraska limited liability company (hereafter "Declarant") together with those other parties signing below, hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

Lots 1 through 14, inclusive, Hilltop Industrial Park, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said Lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing and to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

1. Limitations as to Type of Construction. All buildings erected on said lots shall be approved by Declarant and shall be of either approved masonry construction such as brick, stone, painted or colored architectural concrete over a steel or concrete frame, or of painted metal material; provided, however, that at least a portion of any exterior building wall facing any public street shall be of brick or stone construction.

2. Approval of Plans. Before commencing the construction, grading, excavation for, or alteration of buildings, enclosures, fences, landscaping, signs, grading or drainage work, loading docks, parking facilities, storage yards or any other structures

005465

or permanent improvements on or to any site or lot, the property owner shall first submit site plans or plans and specifications thereof to Declarant for its written approval. Declarant shall have the right to require such documents, materials, drawings or other clarification as it shall determine to be necessary to consider the subject building project. In the event that Declarant shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

Approval of Declarant (including disapproval) as to various items in these covenants 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.

3. Building Set-Backs. There shall be a minimum set-back of 70 feet from both 132nd Street and Cornhusker Road and 150 feet from all other public streets. There shall otherwise be a minimum side yard and rear yard set-back of 10 feet from the respective lot line.

4. Landscaping. The front yard shall be landscaped and properly maintained as a lawn area except that part used for driveways or parking, provided, however that no part thereof may be used for driveways or parking without the prior approval of Declarant.

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

5. Compliance with Government Regulations, Etc. The owner of any site or lot shall at all times keep the premises, buildings, landscaping, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, and fire requirements and regulations. Any owner will remove at its own expense any rubbish, debris or trash of any character whatsoever which may accumulate outside the building on its lot. In the event said owner fails to comply with any or all of the aforesaid requirements, or if it fails to establish or maintain the lawn area required by Paragraph 4 hereof, then after 10 days written notice to said owner, Declarant shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner, which shall be a lien on said lot if not paid within 15 days of submission of a bill to said owner.

6. Outside Storage or Display. No articles of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building unless it be screened by fences, walls or plantings. In no event shall any part of the required parking or lawn areas be used for the 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.

7. Parking Facilities. All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall be sufficient at all times to conduct maximum business 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.

8. No Temporary Structures. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto any lot or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the Declarant. A building upon which construction has begun must be completed within one (1) year from the date the foundation was dug for said building.

9. No Offensive Usages. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Hilltop Industrial Park area by reasons of the unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

10. 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 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.

11. Moving in Existing Structures. No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

12. 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 18 inches, and shall be attractively maintained. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

13. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and US West Communications, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service, below a five foot (5') strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of the undersigned to install or contract for the installation of lines for cable television within the above described easement area. All telephone, cable television and electric power service lines from property line to building shall be underground.

14. Amendments. For a period of ten (10) years following the date hereof, the Declarant shall have the right to amend, modify or supplement all or any portion of these Restrictive Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Restrictive Covenants in the Office of the Register of Deeds, Sarpy County, Nebraska.

15. Duration. These covenants are to 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 (by square footage of Lots) within the subdivision execute and record an instrument amending or terminating these covenants in the Office of the Register of Deeds, Sarpy County, Nebraska.

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

DATED this 16th day of March, 1998.

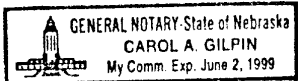
HILLTOP INDUSTRIAL PARK, L.L.C.,
a Nebraska limited liability company

By: [Signature]
Title: Member

98-05465 D

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of March, 1998, by Rudolph R. Mudra, Member, on behalf of Hilltop Industrial Park, L.L.C., a Nebraska limited liability company.



Carol A. Gilpin
Notary Public

McHILL, L.L.C.,
a Nebraska limited liability company

By: Brent S. Thornquist
Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4 day of March, 1998, by Brent S. Thornquist, on behalf of McHill, L.L.C., a Nebraska limited liability company.



Susan J. Olmstead
Notary Public

NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION

By: Gerald J. Lemonski
Title: Vice-President

98-05465 E

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of March, 1998, by Derald S. Kenczowski, Vice President, on behalf of Norwest Bank Nebraska, National Association.



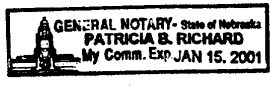
Joyce E. Andersen
Notary Public

AMERICAN NATIONAL BANK

By: Harry W. Marinovic
Title: SENIOR VICE PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5 day of March, 1998, by Harry W. Marinovic, Senior Vice President, on behalf of American National Bank.



Patricia B. Richard
Notary Public

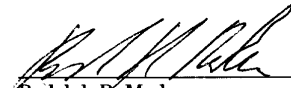
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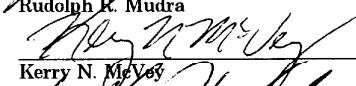
ADDITIONAL SIGNATURE PAGE FOR
RESTRICTIVE COVENANTS
HILLTOP INDUSTRIAL PARK

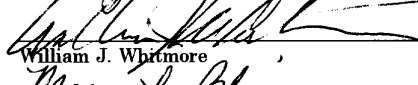
The undersigned owners of the following described real estate:

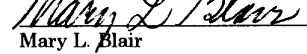
THE SOUTH 50 FEET OF THE NORTH 100.00 FEET OF THE
WEST 50.00 FEET OF THE EAST 100.00 FEET OF THE NE¼ OF
THE NE¼ OF SECTION 25, T14N, R11E OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA

request that said property be included in, and agree to be bound by the terms and conditions
of the foregoing RESTRICTIVE COVENANTS for Lots 1 through 14, inclusive, Hilltop Industrial
Park.

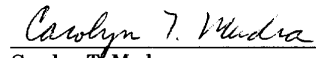


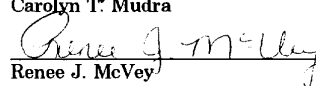
Rudolph R. Mudra


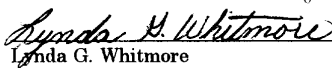
Kerry N. McVey


William J. Whitmore


Mary L. Blair



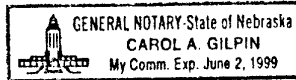
Carolyn T. Mudra



Renee J. McVey


Lynda G. Whitmore

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 9th day of
March, 1998, by RUDOLPH R. MUDRA and CAROLYN T. MUDRA,
husband and wife; KERRY N. McVEY and RENEE J. McVEY, husband and wife; WILLIAM
J. WHITMORE and LYNDA G. WHITMORE, husband and wife; and MARY L. BLAIR, a
single person.





Notary Public