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GEORGE J. BUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL EASEMENTS

THIS DECLARATION is made this 31 day of May, 1996 by NP Land Limited Partnership, a Nebraska limited partnership.

RECITALS

Declarant is the present fee title holder of certain parcels of real estate located in Omaha, Douglas County, Nebraska, including Lot 9 North Park 2nd Addition as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 9") and Lot 2 North Park 2nd Addition Replat I as surveyed, platted and recorded in Omaha, Douglas County, Nebraska ("Lot 2"), which Lot 9 and Lot 2 are hereinafter collectively referred to as "Property".

Declarant states that certain restrictions have previously been placed upon the Property and adjacent properties by virtue of a Declaration of Protective Covenants and Grant of Easements dated August 24, 1989 which were filed for record in Book 898 Page 168 of the records of the Register of Deeds of Douglas County, Nebraska (the "Existing Declaration"). Declarant acknowledges that the Existing Declaration imposes certain restrictions on the improvements, maintenance and development of the Property.

Declarant desires to establish additional covenants, conditions and restrictions on the Property to insure its proper use and improvement.

NOW, THEREFORE, Declarant covenants and agrees for itself, its heirs, successors and assigns as follows:

1. Addition to Declaration. This Declaration shall be in addition to the terms and conditions of the Existing Declaration. It is the intention of this agreement to add additional restrictions to the Property. No term of this Declaration shall be deemed to be a modification of the terms of the Existing Declaration.

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2. Certain Approval on Lot 2. During any period which Northwestern National Life Insurance Company ("NWNL") has any direct or indirect interest in any entity which is the owner or owners of any real estate in North Park 1st Addition, North Park 2nd Addition or North Park Replat I (collectively, "North Park Real Estate"), no improvement or structure shall be constructed on Lot 2 or any part of it unless the improvement or structure has been approved by NWNL in writing. NWNL's consent may not be unreasonably withheld, but NWNL may review building height, size, location, design and exterior appearance for conformity with other buildings and structures in the North Park Real Estate. NWNL's right of approval under this Section shall be in addition to and not in lieu of Architectural Committee approval under the Existing Declaration.

3. Right of Way Easements. Declarant, all subsequent owners of the Property, and all tenants and licensees thereof, shall, at all times and in common with all other subsequent owners and their respective tenants and licensees have the right of egress and ingress as shown on Exhibit "A" and the balance of the Property which are improved pedestrian and vehicular parking, walking, ingress and egress, in and about the Property and between the Property and public rights of way. The locations of parking lots, driveways, sidewalks and other improvements may be varied from time to time so long as each parcel provides access to the parking areas and walkways throughout the Property and to and from public streets and rights of way.

4. Prohibition on Improvements on Parking Areas. The owner of Lot 2 and Lot 9 (and in the case of a replatting of either or both of said lots, the owner of any separately platted lot, with each separately platted lot called a "Parcel") may build, maintain or permit to be built or maintained on its Parcel structures or expansions of existing structures providing the parking ratio on the Parcel on which the new structure or expansions take place shall not fall below 5 parking stalls per 1,000 feet of building area (exclusive of common lobbies, corridors and restrooms and mechanical and utility rooms).

5. Maintenance of Parking Lots. Each owner of a Parcel shall maintain and keep in good order the parking areas, drives, walkways and rights of way situated on the portion of the Property owned the such owner; and shall keep such areas and rights of way striped and clear of snow, ice, rubbish and obstructions of every nature and shall provide adequate drainage and lighting thereof. The parking areas and rights of way on all portions of the Property shall meet at equal grades and no obstruction shall be erected nor permitted on any Parcel of real estate which will in any way interfere with the flow of surface water, or any of the rights granted by this Declaration.

6. Limitation of Liability. The existing and any subsequent owner of a Parcel shall be liable only for those obligations hereunder which relate to the Parcel and only those obligations which arise during its period of ownership.

7. Covenants Running With Land. The Declaration hereby granted, the restrictions hereby imposed and the agreements herein contained, shall run with the land and shall inure to the benefit of and be binding upon all of the subsequent owners thereof and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Property and all persons claiming under them.

8. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Nebraska.

9. Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to the purposes expressed herein.

10. Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such conditions, covenants, restrictions and reservations or part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions or reservations or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

DECLARANT:

NP LAND LIMITED PARTNERSHIP, a Nebraska Limited Partnership,

BY: KV INTERNATIONAL, INC., A Nebraska Corporation,

BY: *George Venteicher*
GEORGE VENTEICHER, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31 day of May, 1996, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County, came NP Land Limited Partnership, a Nebraska partnership, by KV International, Inc., a Nebraska corporation by George Venteicher, President, to me known to be the identical entity and person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be its voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Janet J. Clark
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION
INGRESS, EGRESS AND PARKING EASEMENT
LOT 9, NORTH PARK 2ND ADDITION

A permanent ingress, egress and parking easement located in Lot 9, North Park 2nd Addition, a subdivision located in the SW 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 9, North Park 2nd Addition; thence S02°22'56"W (assumed bearing) along the East line of said Lot 9, North Park 2nd Addition, a distance of 280.78 feet to a point on the Northerly right-of-way line of 118th Circle; thence Southwesterly along said Northerly right-of-way line of 118th Circle, said line also being said East line of Lot 9, North Park 2nd Addition, on a curve to the left with a radius of 55.00 feet, a distance of 61.33 feet, said curve having a long chord which bears S60°26'36"W, a distance of 58.20 feet; thence N44°58'48"W, a distance of 92.79 feet; thence N00°00'58"E, a distance of 243.81 feet to a point on the North line of said Lot 9, North Park 2nd Addition; thence S89°54'37"E along said North line of Lot 9, North Park 2nd Addition, a distance of 127.82 feet to the point of beginning.

Said easement contains an area of 0.789 acres, more or less.

