



MISC 2015047084



JUN 12 2015 14:24 P 4

Fee amount: 28.00  
 FB: 62-00897  
 COMP: YT

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 06/12/2015 14:24:20.00



2015047084

Return to:  
 Michael F. Kivett  
 Valentine O'Toole McQuillan & Gordon, L.L.P.  
 11240 Davenport Street  
 Omaha NE 68154-0125

#### DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made effective this 11<sup>th</sup> day of June, 2015, by and between **Great Southern Bank**, a Missouri chartered trust company, 218 S. Glenstone, PO Box 9009, Springfield MO 65802 ("Declarant") and **Great Western Bank**, a South Dakota banking corporation, 14545 West Center Road, Omaha NE 68116 ("Great Western Bank").

WHEREAS, Great Western Bank is the fee simple owner of Lot 5, Applewood Replat 1, an Addition, as surveyed, platted and recorded in Douglas County, Nebraska ("Property"); and

WHEREAS, Great Western Bank and Declarant entered into a Real Estate Purchase Agreement on April 8, 2015 ("Purchase Agreement") wherein Great Western Bank has agreed to sell and convey to Declarant the Property; and

WHEREAS, a condition of the Purchase Contract and material consideration for the sale and conveyance pursuant thereto is that Declarant impose certain restrictions on the use of the Property, which restrictions shall preserve the values and character of the Property for the direct benefit of the Property and which restrictions are material consideration to Great Western Bank.

NOW, THEREFORE, in consideration of the sale and conveyance of the Property to Declarant, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Declaration of Restrictive Covenants.** The Declarant hereby irrevocably declares that said Property shall be held and hereafter sold, transferred or conveyed, subject to the following restrictions, covenants and conditions:

(a) No part of the Property shall be used for the operation of any bank, savings and loan association, savings bank, credit union, finance company, mortgage banker, loan production office, or any other financial institution, association or agency which provides depository and/or loan products or services to the general public, including any ATM services.

TC 1326C

2. **Duration and Binding Effect.** This Declaration and all restrictions, covenants and conditions set forth herein shall remain in full force and effect for a period of six (6) months from the effective date of this Declaration and shall run with the land and shall be binding upon the Declarant and its successors, assigns and all persons or entities having or acquiring any right, title or interest in and to the Property or any part thereof, and their respective agents, representatives, customers, invitees, guests, tenants, successors, assigns, heirs, legal representatives and estates.

3. **Amendment or Termination.** No amendment, modification or termination of this Declaration shall be permitted without the prior written consent of Great Western Bank and its successors and assigns.

4. **Enforcement.** In the event of any violation or threatened violation of this Declaration, Great Western Bank and its successors and assigns, shall be entitled to any and all remedies provided at law and at equity, including but not limited to injunctive relief and/or actual damages.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration to be effective as of the date first above written.

GREAT SOUTHERN BANK,  
a Missouri chartered trust company

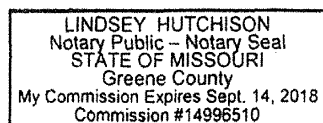
By: Doug Marrs  
Title: Vice President

GREAT WESTERN BANK

By: \_\_\_\_\_  
Gary Grote, Group President

STATE OF Missouri )  
 )ss.  
COUNTY OF Greene )

This instrument was acknowledged before me, a Notary Public, this 10<sup>th</sup> day of June, 2015, by Doug Marrs, Vice President of Great Southern Bank, a Missouri chartered trust company.



Lindsey Hutchison  
Notary Public

2. **Duration and Binding Effect.** This Declaration and all restrictions, covenants and conditions set forth herein shall remain in full force and effect for a period of six (6) months from the effective date of this Declaration and shall run with the land and shall be binding upon the Declarant and its successors, assigns and all persons or entities having or acquiring any right, title or interest in and to the Property or any part thereof, and their respective agents, representatives, customers, invitees, guests, tenants, successors, assigns, heirs, legal representatives and estates.

3. **Amendment or Termination.** No amendment, modification or termination of this Declaration shall be permitted without the prior written consent of Great Western Bank and its successors and assigns.

4. **Enforcement.** In the event of any violation or threatened violation of this Declaration, Great Western Bank and its successors and assigns, shall be entitled to any and all remedies provided at law and at equity, including but not limited to injunctive relief and/or actual damages.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration to be effective as of the date first above written.

GREAT SOUTHERN BANK,  
a Missouri chartered bank

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GREAT WESTERN BANK

By:  \_\_\_\_\_  
Gary Grote, Group President

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of June, 2015, by \_\_\_\_\_, \_\_\_\_\_ of Great Southern Bank, a Missouri chartered bank.

\_\_\_\_\_  
Notary Public

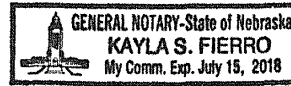
STATE OF NEBRASKA

)

)ss.

COUNTY OF DOUGLAS

)



This instrument was acknowledged before me, a Notary Public, this 10<sup>th</sup> day of June, 2015, by Gary Grote, Group President of Great Western Bank, a South Dakota banking corporation.

Kayla S. Fierro  
Notary Public