

11254

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 12 day of MAY,  
1977, by the MEGA I PARTNERSHIP, a Nebraska limited partnership,  
owner and developer of real property described as follows:

Lots One through Ten (1-10), Block One (1); Lots  
One through Twelve (1-12), Block Two, all in East  
Gate Industrial Park, Lincoln, Lancaster County,  
Nebraska

Said owner and developer do hereby declare that the  
said real estate shall be held, sold and conveyed subject to  
the easements, restrictions, covenants, reservations, liens,  
charges and conditions which shall run with the land and  
shall be binding upon all parties having or acquiring any  
right, title or interest thereon or any part thereof, until  
January 1, 2001, as follows:

I.

DEFINITIONS

1. "Owner" shall mean and refer to the record owner,  
whether one or more persons or entities, of any lot described  
above, including contract sellers, but excluding those  
having such interest merely as security for the performance  
of any obligation.
2. "Developer" shall mean and refer to Mega I Partnership  
a Nebraska limited partnership, and its successors and  
assigns, if such successors and assigns have or acquire a  
majority of the undeveloped lots for the purpose of development.
3. "Lot" shall mean and refer to any portion of the  
real estate described above designated as such on the recorded  
subdivision plat, with the exception of streets.

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II.

GENERAL PROVISIONS

1. No building, improvements, landscaping, site grading or drainage work shall be commenced, erected or placed on the premises without the prior written approval of plans and specifications by the Developer. Said approval shall not be unreasonably withheld by the Developer.

2. No loading dock or platform or truck loading or unloading area shall be constructed or erected on the front of any building facing North 57th Street. Truck loading and unloading areas, where necessary or desired, shall be paved and located at least twenty five (25) feet from any street right-of-way.

3. Except for gable ends, door and window openings, twenty five percent (25%) of the side of all buildings facing upon an abutting street or streets, other than Highway 77, must be constructed or faced with brick or other decorative material approved in writing by the developer. Said approval shall not be unreasonably withhold by the Developer. The said exterior finish required above, must be constructed or completed within thirty (30) days after erection of the building.

4. All exterior walls of any building constructed or erected on the premises, other than those built of brick or pre-finished metal or aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by Developer. Said approval shall not be unreasonably withhold by the Developer. Said finish must be applied within thirty (30) days after erection of the wall.

5. No building shall be constructed with a convex (barrel) (quonset) roof system.

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6. No structure of a temporary character, trailer, tent, shack, garage, barn or other temporary structure shall be erected upon, or used on any lot described above for temporary or permanent operation of the proposed occupant's business or permitted to remain on said lot without the prior written consent of Developer. Said written consent shall not be unreasonably withheld by the Developer.

7. Except as otherwise provided in this Declaration, the applicable zoning regulations of the City of Lincoln, Nebraska, shall govern the height, side yard, rear yard, building set-back requirements and the permitted use of the premises; provided, however, that no part of the premises may be used for residential purposes and provided further, that no building erected on any of said property shall be less than fourteen (14) feet in height measured to any point of the parapet wall or facade, on the portion of the building that faces any street.

No noxious or offensive trades, services or activities shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other lots within the East Gate Industrial Park area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

8. Lot owners shall provide hard surfaced, off-street parking spaces in the ratio of one space for each three employees or in the ratio of one space for each one thousand square feet of floor space of all buildings placed or erected upon the lot, whichever is greater. In the event that the ground area has not reached a state of adequate compaction, lot owners may, upon approval of developer, surface off-street parking spaces with gravel, until such time as resurfacing can be accomplished. Approval of Developer shall not be unreasonably withheld.

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In the event, that the parking area required by the said floor space ratio exceeds that required by the said employee ratio, lot owner may apply to developer for authorization to reserve parking spaces for future development in lieu of immediate construction of additional parking spaces. Such authorization shall not be unreasonably withheld. No parking of any kind or nature shall be allowed upon the dedicated streets of the East Gate Industrial Park.

9. No article of merchandise or other material shall be kept, stored, or displayed outside of the confines of the walled building erected on the premises unless it be enclosed by a wall or chain link fence with vertical redwood pickets inserted such as to obstruct visibility at least five (5) feet high. No outside storage shall be permitted closer to the front street than the front of the main building.

10. No sign, billboard or advertising display shall be constructed, erected, placed or attached to any lot without the prior written approval of developer, with the exception of block letter signs attached to a building below the roof line. No signs, billboards or advertising display shall be constructed erected or placed upon the roof of any building.

11. That portion of each lot (including parking) which is not improved by the construction of buildings, approved surfacing, enclosed yards, or lawn areas, shall be landscaped, seeded, mowed and maintained with a cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land area be planted to cultivate row crops.

12. Each owner, tenant or occupant of any lot shall keep said building site and the building, improvements and appurtenances thereon in a safe, clean, neat, wholesome

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condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All such waste shall be stored and shall be screened or enclosed by a solid wall. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

13. All lot owners shall begin the construction or erection of an acceptable building upon owner's lot within twenty-four (24) months from the date of the execution of an agreement for the purchase of the lot.

If, after the expiration of twenty four (24) months from the date of execution of an agreement for the purchase of a lot within the above described real estate, any purchaser shall not have begun, in good faith, the construction of an acceptable building upon the said lot, the Mega I Partnership retains the option to refund the purchase price and enter into possession of said lot. At any time, the Mega I Partnership or its successors or assigns, may extend, in writing, the time in which such building may be begun.

14. No building shall be constructed on Lots One through Ten (1-10), Block One (1), East Gate Industrial Park nearer than thirty (30) feet from the lot line abutting U.S. Highway No. 77.

15. No building shall be constructed on any lot nearer than twenty (20) feet from the lot line abutting North 57th Street.

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16. An easement for the installation and maintenance of public utilities over the front ten feet of all lots immediately bordering North 57th Street and over the north ten feet of Lot One (1), Block One (1) East Gate Industrial Park is specifically reserved.

17. An easement for the installation and maintenance of drainage facilities over the north ten (10) feet of Lot Eight (8), Block Two (2), East Gate Industrial Park and the south ten (10) feet of Lot Nine (9) Block Two (2) East Gate Industrial Park is specifically reserved. Such drain or drainage way shall be maintained by the adjacent owners.

18. The owners of Lots 1-10, Block 1, East Gate Industrial Park shall, within twelve (12) months from the date of purchase, at his sole expense, construct sidewalks in the sidewalk space along the west side of North 57th Street, in a manner equivalent to the standards and specifications prescribed by the City of Lincoln. Said owners shall maintain said sidewalks in a safe and sound condition and keep them free from snow, ice and other obstructions.

19. No lot abutting U.S. Highway 77 shall have or maintain direct vehicular access to U.S. Highway 77, except Lot Nine (9) and Lot Ten (10), Block One (1) East Gate Industrial Park as hereinafter provided.

20. An easement for the purpose of maintaining mutual access to and making ingress and egress from Lot 9, Block 1, East Gate Industrial Park and from Lot 10, Block 1, East Gate Industrial Park to, through and over a U.S. Highway 77 access point located on the west lot line of Lots 9 and 10, Block 1, East Gate Industrial Park is specifically reserved over a sufficient portion of Lots 9 and 10, Block 1, East Gate Industrial Park to allow vehicular movement. This easement shall not extend beyond a length of fifty (50) feet east of the U.S. Highway 77 access point and shall not exceed the total width of the U.S. Highway 77 access.

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21. Any cut, fill and compaction of land within East Gate Industrial Park shall be accomplished in accordance with design standards of the City and subject to the approval of the Department of Public Works. To control erosion and sedimentation during and after land preparation, a lot owner shall provide for disturbing only the areas needed for construction; removing only those trees, shrubs and grasses that must be removed by construction; installing required sediment basins and diversion dikes before disturbing the land that drains into them; and temporarily stabilizing each segment of graded or otherwise disturbed land by seeding and mulching or by other approved methods. As land preparation is completed, the lot owner shall permanently stabilize each segment with perennial vegetation and structural measures. Diversion dikes and sediment basins shall be leveled after areas that drain into them are stabilized and permanent vegetation shall be established on those areas. Sediment basins that are to be retained for storm water retention shall be seeded to permanent vegetation no later than nine months after completion of the sediment basins and shall be permanently maintained by the lot owners.

22. In the event that the owner of any lot located in East Gate Industrial Park shall fail to fully satisfy the requirements set forth within these Covenants and Restrictions, the Developer may proceed, after prior written notice to lot owners of record, and fulfill and complete any work necessary to meet said requirements. The Developer may charge each lot owner for its proportionate share of any costs incurred in fulfilling said owner's requirements. If said charges are not paid within thirty (30) days from the date of billing, the Developer may file a lien upon the property of said owner and may bring on action at law to collect same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees shall be added to the amount of such charges.

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23. It is expressly understood and agreed that these covenants shall not be modified or waived and no exceptions shall be made thereto except with the covenant of Developer or its successors or assigns designated in writing by document in recordable form executed on behalf of Developer by its general partners. In addition, it is expressly understood and agreed that these covenants are executed for the benefit of Mega I Partnership, as well as other persons or entities who shall now or hereafter own property located on East Gate Industrial Park, and that these covenants may be enforced by any of such persons or entities.

24. These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2001, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations or both.

25. 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.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first above written.

MEGA I PARTNERSHIP, a Limited Partnership

By Donald W. Janscott  
General Partner

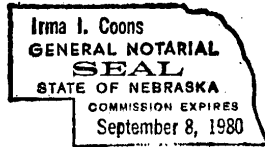
By R. E. Judd  
General Partner



STATE OF NEBRASKA )  
LANCASTER COUNTY ) ss.

Before me, a Notary Public in and for said county and state, personally appeared Donald W. Linscott and Ray E. Judds to me known to be the same and identical persons who signed the foregoing instrument as General Partners for Mega I Partnership, a limited partnership, and they did acknowledge the execution thereof to be their voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and seal on this 12<sup>th</sup> day of May, 1977.



Irma I. Coons  
Notary Public

INDEXED  
MICRO-FILED  
GENERAL

36-101  
105  
M in

LANCASTER COUNTY NEBR.  
Kenneth L. Ferguson  
REGISTER OF DEEDS

1977 MAY 12 AM 10:14

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:  
INST. NO. 77-11256

\$27.50

Mega I  
2/17/77 12 68508