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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2013-16778

05/28/2013 3:06:28 PM

Clay J. Douding

REGISTER OF DEEDS



(The above space for use of Register of Deeds.)

WHEN RECORDED TO BE RETURNED TO:

RJR
Jon E. Blumenthal
Baird Holm LLP
1700 Farnam St Ste 1500
Omaha, NE 68102-2068

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made this 20 day of May, 2013, by Centris Federal Credit Union, a federally chartered credit union (the "Declarant").

WHEREAS, the Declarant is the owner of certain real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference, which Declarant uses in connection with its operation as federally chartered credit union ("Lot A"); and

WHEREAS, Declarant is also the owner of certain real estate legally described on Exhibit "B" attached hereto and incorporated herein by this reference, which is adjacent to Lot A ("Lot B"); and

WHEREAS, the Declarant desires to impose certain use and development restrictions on Lot B to promote development on Lot B that is consistent with the Declarant's use and operations on Lot A; and

WHEREAS, the Declarant is executing this Declaration to memorialize such use and development restrictions.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant hereby declares, covenants and agrees as follows:

1. **DECLARATION.** Each and every one of the covenants, conditions and restrictions set forth in this Declaration is for the benefit of the Declarant as the owner of Lot A and each of the successor owners of Lot A or any portion thereof. All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon Lot B and are to be construed as restrictive covenants running with the land and with each and every part thereof and shall bind

all owners and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building thereon.

2. USES. No portion of the Lot B shall be used for any of the following purposes:

(a) Financial Services. Any type of financial institutional (other than Declarant or with the written consent of Declarant), including without limitation, retail or commercial banks, credit unions, or savings and loan associations, or the operation of any business that engages in activities typically offered by a financial institution, including without limitation, check cashing, money orders, or money transfers or wires, but not including the operation of an accounting or brokerage firm. Automated teller machines are specifically prohibited.

(b) Gambling. Casino, off-track betting, gambling or other gaming activities.

(c) Pawn Shops. Pawn shops and other businesses offering payday advances, cash advances or payday loans.

(d) Sale of Liquor. Liquor store or other business selling beer, wine, or liquor for off premises consumption; bar, lounge, club or other similar facility engaged primarily in the sale of beer, wine or liquor for on premises consumption.

(e) Sexually Oriented Businesses. The sale or display of any sexually oriented or pornographic materials; operation of any sexually oriented business or pornographic business, including without limitation, massage parlors, adult book, novelty or video stores, adult cabaret, night club, gentlemen's club, go-go club or strip bars, adult theaters, and nude model studios.

(f) Tobacco; Head Shops. Businesses that primarily sell cigarettes, cigars and other tobacco products, whether for consumption on-premises or off-premises. Any so called "head shop" engaged primarily in the sale of rolling paper and other drug paraphernalia. This does not include any stores where the sale of tobacco products constitute less than twenty percent (20%) of total sales.

(g) Vehicle Sales and Leasing. New or used automobile, new or used passenger truck, new or used recreational vehicle sales, leasing and services.

3. UTILITY LINES. All electrical lines, communication lines, water and sewer lines, cable television lines, gas and other pipelines and associated utility services, including metering devices, located on or through Lot B, other than those located within any enclosed structure, shall be buried underground, except temporary above-ground service shall be allowed when necessary, but only during construction or repair of buildings and improvements.

4. CONDITION OF LOT B. Each owner of property within Lot B shall at all times keep its respective portions of Lot B in a safe, clean and attractive condition and comply in all respects with all government, health, fire and police requirements and regulations and the covenants, conditions and restrictions contained in this Declaration. Further, each owner within Lot B shall comply with the following as to the portion of Lot B so owned:

(a) Lot B shall at all times be kept reasonably free from debris, paper, leaves, fallen branches and trash of all kinds.

(b) Nothing shall be done on any building site that interferes with natural drainage of surface waters or with existing drainage facilities unless adequate alternate provisions are made therefor.

(c) All exterior building walls and retaining walls and all other exterior surfaces shall be maintained in good condition and repair, and all broken or damaged exterior glass shall be promptly replaced.

5. WAIVER, MODIFICATION OR AMENDMENT BY DECLARANT. An owner of property within Lot B may petition the Declarant to waive compliance with or grant a variance to any of the Site Development Regulations. Subject to the limitations set forth below, and based on its reasonable discretion, the Declarant shall have the power to grant such waiver or variance upon such request and upon a finding by the Declarant that such request is in conformity with the general scheme for the development of Lot B as set forth in this Declaration. Notwithstanding any other provision contained herein, if the Declarant shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Declarant, such request shall be deemed conclusively to have been disapproved unless or until the Declarant takes further action on the same, if ever.

6. TERM; RULE AGAINST PERPETUITIES.

(a) This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a period of sixty (60) years, commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

(b) In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

7. REMEDIES FOR VIOLATIONS. Upon a violation or breach of any of the covenants, conditions or restrictions set forth herein, the Declarant shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

8. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH. It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

9. NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be (i) hand delivered, (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid or (iii) delivered via facsimile

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transmission, confirmation of transmittal received, and addressed to the Declarant at its address as set forth below:

Central Federal Credit Union
Attn: SVP, Administration
11825 Q St
Omaha, NE 68137-3503

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, one (1) business day after being deposited with a nationally recognized overnight courier, or upon confirmation of the facsimile transmittal as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication.

10. ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES. Any and all of the rights, powers and reservations of Declarant herein contained shall be assigned by Declarant from time to time to any person or entity that acquires title to Lot A. Upon such assignment, any such person or entity assuming such duties (and its heirs, successors and assigns) shall have the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Section 10 shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

11. MISCELLANEOUS. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without reference to principles of conflicts of law. No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. In the event any one or more of the foregoing covenants, conditions and restrictions are declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed as of the day and year first written above.

CENTRIS FEDERAL CREDIT UNION, a federally chartered credit union

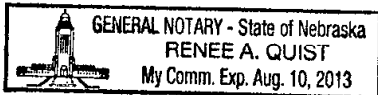
By: Ann M. Helm

Name: Ann M. Helm

Its: Senior Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 20 day of May, 2013, by Ann M. Helm, the Senior Vice President of Centris Federal Credit Union, a federally chartered credit union, on behalf of the credit union.



Renee A. Quist
Notary Public

EXHIBIT A

Legal Description of Lot A

Lot 1 One Cornhusker Place Replat 1, Bellevue, Sarpy County, Nebraska.

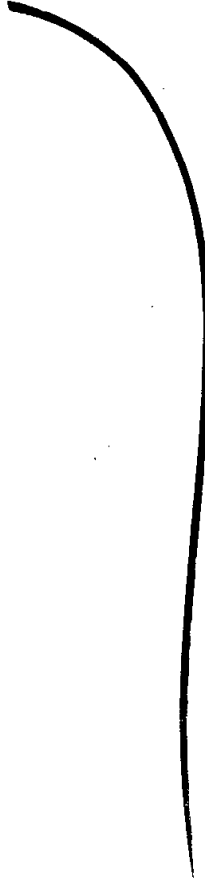


EXHIBIT B

Legal Description of Lot B

Lot 2 One Cornhusker Place Replat 1, Bellevue, Sarpy County, Nebraska.

