



MISC 2014087534



NOV 07 2014 17:01 P 4

Fee amount: 28.00  
FB: 15-04560  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/07/2014 17:01:59.00



2014087534

---

[The Space Above Line is for Recording Data]

### **DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made this 6 day of November, 2014, by Premier Bank, formerly known as Purdum State Bank, a Nebraska banking corporation (referred to hereinafter as "Declarant").

#### **RECITALS**

WHEREAS, Declarant is the owner of the real property generally located at the southeast corner of Saddle Creek and Dodge Street in Omaha, Douglas County, Nebraska and legally described as follows:

See Exhibit "A" attached hereto (the "Restricted Property");

WHEREAS, Declarant desires to place certain use restrictions with respect to the Restricted Property, as covenants running with the land; and

WHEREAS, by virtue of the recording of this Declaration, the Restricted Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Restricted Property or any portion thereof, by acceptance of a deed or other conveyance of such interest or any portion thereof, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Declarant agrees as follows:

1. Restricted Property. No portion of the Restricted Property shall be used for the operation of a bank, credit union, or other similar financial institution; provided, however, such

restriction shall not prohibit the placement of not more than one (1) automated teller machines anywhere on the Restricted Property.

2. Covenants to Run with Land. It is intended that each of the restrictions set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein for a period of twenty (20) years after the date hereof.

3. Governing Law. This Declaration is declared to have been made under the laws of the State of Nebraska.

4. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of Declarant, evidenced by a document that has been fully executed and acknowledged by Declarant and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

5. Remedies and Enforcement.

5.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the owner of any portion of the Restricted Property, or such owner's tenants or their employees, agents, contractors, customers, invitees, or licensees, of any of the terms, covenants, restrictions or conditions hereof, the Declarant shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Restricted Property made in good faith for value. The covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of any portion of the Restricted Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

7. Severability. Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

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

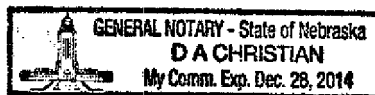
DECLARANT:

PREMIER BANK, a Nebraska banking corporation,

By: Chris M. Maher  
Name: Christopher M. Maher  
Its: Pres/CEO

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 16 day of November, 2014, by Chris Maher, known to me to be the Pres/CEO of Premier Bank, a Nebraska banking corporation, on behalf of the corporation.



D A Christian  
Notary Public

**EXHIBIT "A"**

**RESTRICTED PROPERTY**

**Parcel 1:**

Lot 7, Lot 8, the East 10 Feet of Lot 9, Lot 30 except that part thereof taken for Saddle Creek Road, Lot 31, Lot 32 except a permanent easement for ingress and egress over Lot 32 as created in Deed Book 1428 at Page 297, and a permanent easement for ingress and egress over Lot 6, All in Block 6, Briggs Place, An Addition to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska.

And

Lot 6 except for the East 20 feet thereof, Block 6, Briggs Place, An Addition to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska.

**Parcel 2:**

Lot 33, Block 6, Briggs Place, An Addition to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska.