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KIINPA3

JJ

Inst # 2008057272 Wed Dec 31 15:46:09 CST 2008  
Filing Fee: \$29.50  
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV  
Pages 4



L3-4 KIINPA  
AKA L142, Kimco Industrial Park 3ed.

RESTATED AND AMENDED PROTECTIVE COVENANTS

Protective Covenants were recorded April 5, 1978 with the Register of Deeds of Lancaster County, Nebraska as Instrument No 78-7948 on the real property described as:

Lots One (1) through Twenty-One (21), Block 1, Kimco Industrial Park, Lincoln, Lancaster County, Nebraska (Property)

Amended Protective Covenants were recorded February 9, 1981 with the Register of Deeds of Lancaster County, Nebraska as Instrument No 81-2193 on the Property.

Lots 7, 8, 9 and 10, Block 1, Kimco Industrial Park, Lincoln, Lancaster County, Nebraska were replatted as Lots 1, 2 and 3, Kimco Industrial Park 2<sup>nd</sup> Addition, Lincoln, Lancaster County, Nebraska under a Plat recorded February 27, 2008 with the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2008-008412.

The undersigned owners of two-thirds of the lots within the Property amend and restate the Protective Covenants and Amended Protective Covenants as follows:

- I. No lot shall be used other than for industrial or commercial purposes.
- II. Any building constructed upon any lot shall be completed within six (6) months from and after the commencement of construction.
- III. **This article is terminated.** (Original text: The Owner reserves to itself, its successors and assigns, the exclusive rights to establish grades and slopes upon all lots and to fix the grade at which any structure or improvement shall be placed or constructed upon any lot in conformity with the general plan for the development of the property. Plans for any structure or improvement to be placed or constructed upon any lot shall be submitted to the Owner and shall show the size, exterior material and color, design, plot plan and yards for the structure or improvement. One set of such plans, signed by the owner of the lot, shall be left on permanent file with the Owner. The construction of the structure or improvement shall not be commenced unless and until written approval of the plans has first been secured from the Owner. Written approval or disapproval of such plans shall be given by the Owner within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld, and in the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given to the Owner of the lot. The Owner reserves to itself, its successors and assigns, the exclusive right to approve or disapprove any such plans, to include setbacks, yards, and exterior storage, if in its opinion the plans do not conform to the general standard and value of development within the

Restated / per chg 6-50

property.)

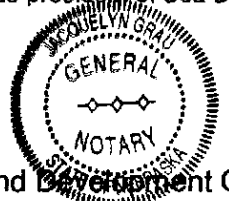
- IV. All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. All driveways and parking areas shall be paved.
- V. No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done thereon which is or may become a nuisance or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining lots.
- VI. **This article is terminated and shall be of no force or effect.** (Original text: No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any lot, provided that a sign advertising a single lot for sale or for lease may be placed upon such lot by the owner thereof.)
- VII. The exterior of any building and the grounds of any lot shall be maintained in good condition.
- VIII. These covenants and restrictions shall run with the land and shall be binding upon and enforceable by the Owner, all persons claiming under the Owner, and their respective successors and assigns. These covenants and restrictions may be terminated or modified, at any time, by an instrument executed by the owners of two-thirds (2/3) of the lots within the property, agreeing to a termination or modification thereof.
- IX. The enforcement of these covenants and restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provision or provisions hereof. Such proceedings may be to restrain such violation or to recover damages.
- X. The invalidation of any one of these covenants and restrictions shall not effect the validity of the remaining provisions hereof which shall remain in full force and effect.

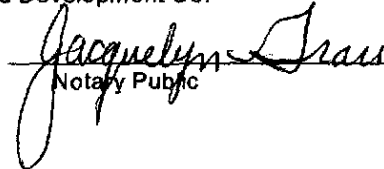
Sea Breeze Land Development Co.  
Owner of Lots 1, 2, 6, 15, 16 and 21, Kimco Industrial Park, Lincoln, Lancaster County, NE

  
By: Steven E. Miers, President


STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 20 day of Nov, 2008, by Steven E. Miers as president of Sea Breeze Land Development Co.



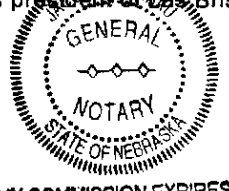
  
Notary Public

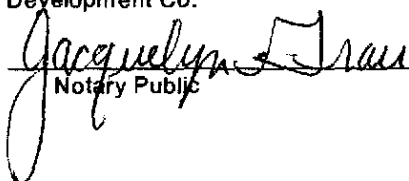
Las Brisas Land Development Co  
Owner of Lots 3, 4 and 5, Kimco Industrial Park, Lincoln, Lancaster County, NE

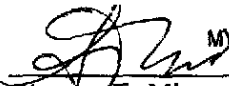
  
By: Steven E. Miers, President

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 20 day of Nov, 2008, by Steven E. Miers as president of Las Brisas Land Development Co.

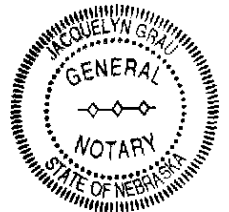



  
Notary Public

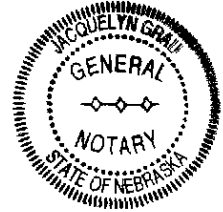
  
Steven E. Miers  
Owner of Lot 19, Kimco Industrial Park, Lincoln, Lancaster County, NE

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 20 day of Nov, 2008, by Steven E. Miers.



  
Notary Public



MY COMMISSION EXPIRES  
January 22, 2009

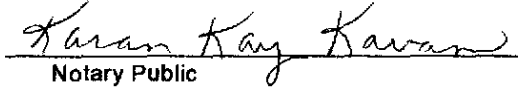


Andrew L. Shipley  
Owner of Lots 11 and 12, Kimco Industrial Park, Lincoln, Lancaster County, NE

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by Andrew L. Shipley.



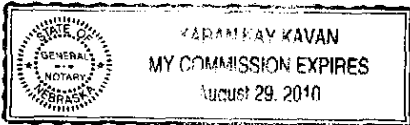
  
Notary Public

Fisher-Moser Flooring Inc.  
Owner of Lot 20, Kimco Industrial Park, Lincoln, Lancaster County, NE

  
By: Michael Fisher, President

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by Michael Fisher as president of Fisher-Moser Flooring Inc..



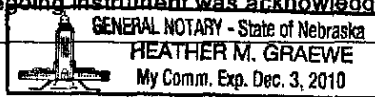
  
Notary Public

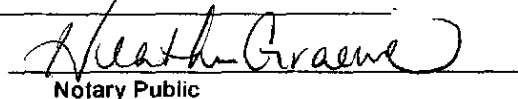
Power Wash Ltd  
Owner of Lots 2 and 3, Kimco Industrial Park 2<sup>nd</sup> Addition, Lincoln, Lancaster County, NE

  
By:

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 20 day of November, 2008, by



  
Notary Public