

PROTECTIVE COVENANTS

The undersigned, Omaha Development Council, Inc., a Nebraska nonprofit corporation, as the fee owner of the real estate located in Omaha, Douglas County, Nebraska, and legally described as:

Lots 4, 5 and the West 43.55 feet of Lots 3 and 6, Block 118, Original City of Douglas County, Nebraska together with the vacated East-West Alley abutting Lots 3 and 4 on the North and Lots 5 and 6 on the South (the "Real Estate")

does hereby covenant, declare and state that the Real Estate shall be owned, used, conveyed and held for the benefit of the owner of the real estate located in Omaha, Douglas County, Nebraska and legally described as:

The East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and East 154.45 feet of the vacated East-West Alley also described as Lots 1, 2, 7, 8 and the East 22.45 feet of Lots 3 and 6, all in Block 118, Original City of Omaha, Douglas County, Nebraska, together with the vacated East-West Alley abutting Lots 1, 2 and 3 on the North and Lots 6, 7 and 8 on the South.

subject to the following covenants, conditions and restrictions:

1. The Real Estate shall be limited in use to the operation of a retail shopping facility or similar use compatible with the adjoining office building to be constructed on the Benefited Parcel.

2. Any building or structure erected upon the Real Estate shall be compatible with the general form, style and design and shall be constructed with the same quality of materials and workmanship as the office building to be constructed on the Benefited Parcel. Prior to the erection of any building or structure upon the Real Estate, all plans and specifications for such building or structure, including but not limited to the roof surface and design, shall be submitted to and approved by the owner of the Benefited Parcel as meeting the requirements of this agreement which approval shall not be unreasonably withheld. If such plans and specifications are not rejected within 30 days after receipt of the same by the owner of the Benefited Parcel, then the plans and specifications shall be deemed approved.

3. Any building or structure erected upon the Real Estate shall not exceed elevation one hundred eleven (111) feet, City of Omaha datum, at its maximum height.

4. These Protective Covenants shall run with the land and each person, firm or corporation taking title to the Real Estate or the Benefited Parcel, or any part thereof, agrees to be bound by these Protective Covenants, the same as if written in the instrument under which such person, firm or corporation acquires title to the Real Estate or the Benefited Parcel or any part thereof. These Protective Covenants may be altered, amended or modified by an instrument in writing and executed by the owners of the Real Estate and the Benefited Parcel, which instrument shall be recorded in the manner provided under the laws of the State of Nebraska.

5. The owner of the Real Estate shall grant to the owner of the Benefited Parcel the right of reasonable access to any structure or building which may be erected upon the Real Estate. The cost of any modifications of the structure located on the Benefited Parcel which may be required to permit such access shall be borne by the Owner of the Benefited Parcel.

6. The owners of the Real Estate or the Benefited Parcel, their respective representatives, agents, heirs, successors and assigns may institute or prosecute any pro-

ceedings at law or in equity against the person or persons violating or threatening to violate these Protective Covenants including the right to proceed for an injunction of and for specific performance of any covenant herein contained and damages against the person or persons violating any such covenant.

7. These Protective Covenants shall continue in full force and effect until December 31, 2030.

8. Each of the protective covenants herein contained is severable and separate and the invalidation of any one by judgment or court order shall in no way affect the validity and enforceability of any other covenant herein contained.

OMAHA DEVELOPMENT COUNCIL, INC.

By A Anderson

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 8 day of May, 1980 by President of Omaha Development Council, Inc., on behalf of the corporation.

28 April

RECEIVED
1980 MAY -9 PM 1:50
C. HAROLD OESTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Diane M. Micek
Notary Public
GENERAL NOTARY - State of Nebraska
DIANE M. MICEK
My Comm. Exp. June, 20, 1981

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