

DECLARATION OF RESTRICTIVE COVENANTS  
FOR 114TH PLAZA

THIS DECLARATION is made this 18~~th~~ day of September, 1979, by E & G PARTNERSHIP, LTD., a Nebraska limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H

Declarant, being the sole owner of the following described real property:

Lots 1 through 3 inclusive, and  
5 through 19 inclusive, 114th  
Plaza, a subdivision as surveyed,  
platted and recorded in Douglas  
County, Nebraska

(hereinafter referred to as the "Subject Property"), and desiring to establish a plan for the development thereof for commercial, business, office and professional use does hereby declare that the Subject Property and each lot therein are and shall be held, leased, transferred, sold, conveyed, encumbered and occupied subject to the following covenants, conditions and restrictions each of which shall be deemed to run with the land.

## ARTICLE I.

1.1 Architectural Committee. There is hereby established the 114th Plaza Architectural Committee (hereinafter referred to as the "Committee"). The Committee shall be composed of three (3) individuals and shall have all of the rights, powers and privileges provided for herein.

1.2 Members of the Committee. All members of the Committee shall be appointed by, and shall serve at the pleasure of, Declarant during the Development Period. After the Development Period, all members of the Committee shall be appointed in the manner set forth in paragraph 1.3. As used herein the phrase "Development Period" shall mean that period of time commencing on the date first written above and continuing until the occurrence of the later of the following two events:

(i) The tenth (10th) anniversary of this Declaration of Restrictive Covenants;

(ii) The date on which improvements suitable for retail, office, professional or related commercial use are completed on all lots within the Subject Property.

Persons who are members of the Committee upon termination of the Development Period shall continue to serve on the Committee until such time as they become unable or unwilling to continue in such serve.

1.3 Replacement of Committee Members. At such time as any member(s) become(s) unable or unwilling to continue service on the Committee, the remaining member(s) shall promptly appoint a replacement. Until such appointment(s) has (have) been made, the remaining member(s) shall exercise the Committee's authority. All persons appointed to the Committee after the termination of the Development Period shall be persons owning a fee interest in all or a portion of the Subject Property, unless there are no owners who are not then members of the Committee, in which event, any person may be appointed to serve on the Committee. If at any time no member of the Committee is surviving, or if at any time no member of the Committee can be located, then a new Committee of three (3), with all of the rights, powers, and privileges provided herein, shall be appointed by agreement of the owners of a majority of the lots within the Subject Property, or if no such agreement can be reached by any judge of the District Court of Douglas County, Nebraska, acting as arbitrator after due notice to all owners of record and hearing.

## ARTICLE II.

2.1 Plans and Specifications. No improvements shall be constructed, erected, expanded, placed, or attached on or to the Subject Property, or any part thereof, unless the Committee has first approved the design and material thereof; all site, building and landscape plans and specifications therefor; and all other plans, specifications or other information pertaining thereto deemed necessary or desirable by the Committee. Except for ordinary maintenance, no exterior reconstruction, repair,

replacement, demolition, expansion or removal shall be made or performed upon any improvement presently existing or hereafter located on the Subject Property or any part thereof without the approval of the Committee.

2.2 Committee Approval. The approval or disapproval of the Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval. If the Committee fails to give either written approval or disapproval within thirty (30) days after receipt of such plans and specifications, then such failure shall have the same effect as the Committee's approval; provided that in no event shall inaction by the Committee be deemed approval unless the plans and specifications provided to the Committee for its review are complete in all material respects.

2.3 Company Signs and Trademarks. Company logos, trademarks and signs will be permitted in Subject Property for the purpose of identifying business, professional or other commercial premises located in Subject Property; however, no company logo, trademark or sign shall be erected on Subject Property if it is not harmonious or aesthetically compatible with the development of a prestigious business, professional and commercial complex. In determining whether a logo, trademark or sign is compatible with the development of Subject Property, the Committee may consider such factors as the size, location, illumination, design and construction of the logo, trademark or sign thereof.

2.4 Certain Additional Requirements. The Committee shall have the right to disapprove any plans and specifications, including grading and landscaping plans, which are not aesthetically or otherwise suitable or desirable in the Committee's sole discretion, and in passing upon such plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure and the materials which it is to be built, the color scheme, the site upon which it is to be erected, the harmony thereof with the surroundings, the typography of the land, the effect of the proposed structure of landscaping on the view from adjacent or neighboring lots, and compliance with this Declaration of Restrictive Covenants.

2.5 Liability. Neither the Declarant nor its agents nor any member of the Committee shall be responsible in any way for approval or disapproval of plans and specifications; waiving any of the terms and provisions of this Declaration of Restrictive Covenants; defects in the plans and specifications submitted, revised, reviewed or approved in accordance with this Declaration of Restrictive Covenants; or structural or other defects in any work done according to such plans and specifications. No building or improvement of any kind constructed or placed upon any portion of the Subject Property shall be moved without prior written consent of the Committee.

#### ARTICLE III.

3.1 Duration. The covenants and restrictions of this Declaration of Restrictive Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner of all or any part of the Subject Property, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration of Restrictive Covenants is recorded, after which time this Declaration of Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then owners of two-thirds (2/3) of the lots

within the Subject Property has been recorded prior to the commencement of any such ten (10) year period.

3.2 Amendments. Notwithstanding anything to the contrary contained herein, this Declaration may be amended by the Declarant as it sees fit at any time during the Development Period. After the Development Period this Declaration may be amended by any instrument recorded in the office of the Register of Deeds, Douglas County, Nebraska, which has been signed by all persons who are then owners of three-fourths (3/4) of the lots within the Subject Property.

3.3 Enforcement. The Declarant or any owner of any part of the Subject Property shall have the right to enforce, by proceedings at law or inequity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration of Restrictive Covenants either to prevent or restrain any violation of same or to recover damages for such violation. Failure by the Declarant by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.4 Definition. As used herein the term "owner" shall mean any person who is shown by the records of the office of the Register of Deeds, Douglas County, Nebraska, to have a fee, or undivided fee interest, in any lot within the Subject Property, or any person who is shown by such records to have a vendee's interest under any installment land contract.

#### ARTICLE IV.

4.1 Playter Approval. By execution of this Declaration of Restrictive Covenants, Stephen M. Playter does hereby acknowledge that all right, title, interest and privilege presently held or hereafter acquired at any time by him in Lot 19 of 114th Plaza, a subdivision in Douglas County, Nebraska, is and shall be held and acquired by him subject and subordinate to the Covenants, conditions and provisions of this Declaration of Restrictive Covenants.

