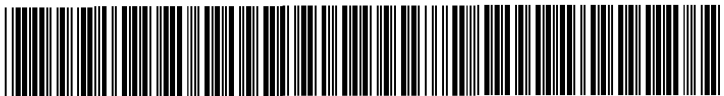




MISC 2015018010



MAR 13 2015 14:49 P 3

Fee amount: 22.00
FB: 47-18334
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/13/2015 14:49:03.00



2015018010

**AMENDED
RESTRICTIVE USE COVENANT**

THIS DECLARATION is made on the date hereinafter set forth by Western JDB Realty, LLC, an Iowa limited liability company ("JDB"), hereinafter referred to as the "Declarant."

WITNESSETH

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1 (Lot 1) and Lot 2 (Lot 2), Intransit Addition Replat 3, being a replat of Lots 1 and 2, Intransit Addition Replat 2, in Douglas County, Nebraska.

WHEREAS, the Declarant desires to amend the Restrictive Use Covenant dated February 7, 2015 and recorded on February 9, 2015 as Instrument No. 2015009191 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska by recording this Amended Restrictive Use Covenant against Lot 1, for the benefit of JDB and Lot 2, and the owners, invitees, grantees and lessees of Lot 2, and limiting the term of the Restrictive Use Covenant to five (5) years from the date of the execution of this Covenant in lieu of ten (10) years.

NOW THEREFORE, the Declarant hereby declares that Lot 1 shall be owned, held, sold, used and conveyed subject to the following Restrictive Use Covenant. This Covenant shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in Lot 1, or any part thereof, for a five (5) year period of time commencing on the date of execution of this Covenant and it shall inure to the benefit of JDB and Lot 2, and the owners, grantees, invitees, lessees and assigns of Lot 2.

1142257
Record and Return to: James E. Lang, Laughlin, Peterson & Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

ARTICLE I
RESTRICTIVE USE COVENANT

Declarant hereby declares that Lot 1, or any part thereof, shall not be used for the purpose of a car dealership that sells used vehicles to individuals or entities with no credit or poor credit (customarily referred to as a “buy here, pay here” car dealership) or sells vehicles and finances through a subprime finance company, whether affiliated or not, during the term of this Covenant, unless JDB, or its assigns, has given prior written approval of such use.

ARTICLE II
GENERAL PROVISIONS

JDB, and its assigns, and the owners of Lot 2, and their grantees and assigns, shall have the right to enforce by proceeding at law or in equity, the Covenant imposed by the provisions of this declaration either to prevent or restrain any violation of the same, or to recover damages for such violation. Failure by JDB, or its assigns, or the owners of Lot 2, and their grantees and assigns, to enforce this Covenant shall in no event be deemed a waiver for the right to do so thereafter.

In witness whereof, the Declarant has caused this Restrictive Use Covenant to be executed this 9 day of March, 2015, which is the effective date of this Restrictive Use Covenant.

[Signature Pages to Follow]

DECLARANT:

WESTERN JDB REALTY, LLC, an Iowa corporation

By: _____

Name: Russell Larson

Title: Managing Member

STATE OF IOWA]
COUNTY OF SCOTT] SS.

The foregoing instrument was acknowledged before me this 9 day of March, 2015, by Russell Larson, Member/Manager of Western JDB Realty, LLC, an Iowa limited liability company.

Diane K Lopez
Notary Public

