

2870

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, WEST GATE, INC., a corporation of Lincoln, Lancaster County, Nebraska, hereinafter known as the COMPANY, being the owner of the following described real estate located in the City of Lincoln, Lancaster County, Nebraska, to wit: Lots 1 through 24 inclusive, Block 1; and Lots 1 through 5 inclusive, Block 2; and Lots 1 through 15 inclusive, Block 3; and Lots 1 through 4 inclusive, Block 4; and Lots 1 through 8 inclusive, Block 5, all in Westgate Park For Business and Industry, a subdivision in the City of Lincoln, Lancaster County, Nebraska, does hereby create, adopt, and establish the following restrictions against and upon all of said lots and real estate, to wit:

1. The construction of a building or subsequent addition shall not be commenced until written approval is first secured from the Company, of the building plans, which said plans must show the size, exterior material, design, and plot plan, elevations, and indicate the location of the building or subsequent addition upon the lot or lots. The COMPANY reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. To insure the enforcement of this provision, one set of said plans, signed by the owner shall be left on permanent file with the COMPANY. This provision shall remain in full force and effect until at least January 1, 1994, and shall thereafter continue in full force and effect until terminated by the COMPANY.

2. The minimum depth of the front yard shall be thirty feet (30'), which yard shall be devoted to landscaped areas except for the necessary paving of driveways, sidewalks, and parking. A landscaping plan shall be submitted to the COMPANY for written approval prior to the installation of the landscaping and the completion of the building project.

3. Open storage of raw materials or finished or semi-finished products or above ground storage tanks or any other thing or object that might be considered unattractive or detrimental to the good appearance of the property shall not be permitted except in areas fully enclosed within a building or

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surrounded by a decorative screening wall approved in writing by the COMPANY or its successors or assigns. All fences require written approval.

4. If, after the expiration of twenty-four (24) months from the date of execution of a sale contract agreement on any lot within this district, any purchaser shall not have begun, in good faith, the construction of an acceptable building upon said tract, the COMPANY retains the option to refund the purchase price and enter into possession of said land. At any time, the COMPANY or its successors or assigns, may extend, in writing, the time in which such building may be begun.

5. All outside signs shall be approved in writing by the COMPANY or its successors or assigns. Outside signs shall include signs attached to buildings.

6. Easements for installation of utilities and drainage facilities and responsibilities for their repair and maintenance have been established by separate document dated Febr. 26, 1974 and filed ^{as} ~~in Book~~ INST. NO. 74-2869 at page of Records, Lancaster County, Nebraska.

7. The COMPANY expressly reserves to itself, its successors or assigns the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any building shall be hereafter erected or placed thereon so that all of the same may conform to the general plan.

8. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions and shall run with the land and shall bind the several owners thereof until the 1st day of January, 1994 and continuously thereafter until a proposed change has been approved in writing by the owners of the legal title of all the property within the block in which the proposed change is located and all of the property in the block located across the street from the property in which the change is contemplated; provided, however, that until January 1, 1984 the COMPANY may waive or alter any restriction, right, reservation, limitation, agreement or covenant with respect to any particular lot which it in its reasonable discretion deems not to be substantially detrimental to the owner of any other lot in the subdivision.

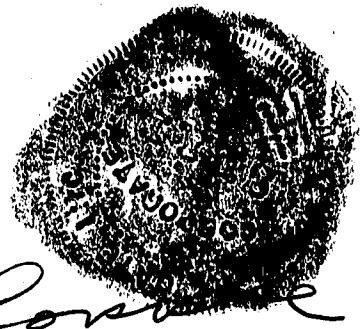
9. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or

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persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. The invalidation of any one of these covenants by any judgment of any court shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

Dated this 26th day of February, 1974.



WEST GATE, INC.

BY: Edward Copple
President

Attest:

Barbara J. McGerr
Secretary

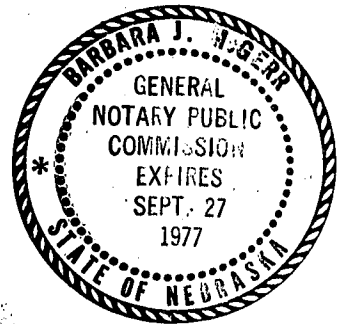
STATE OF NEBRASKA
LANCASTER COUNTY

On this 5th day of March, 1974 before me the undersigned Notary Public in and for said State and County, personally appeared S. Edward Copple, to me personally known to be the President of West Gate, Inc., a corporation, and the identical person who signed and executed the foregoing instrument on its behalf; and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said West Gate, Inc., a corporation, and that its corporate seal was hereunto affixed by lawful authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara J. McGerr
NOTARY PUBLIC

My commission expires: 9/27/77



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MICRO-FILED
GENERAL

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LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1974 MAR -5 PM 3:45 ✓

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

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INST. NO. 74- 2870

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Ed Copple
1/26/74