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MISC 1988 19839

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AMENDMENT TO  
WIESMAN EXECUTIVE PLAZA  
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, all of the real property within the Wiesman Executive plaza, a subdivision in Section 33, Township 16 North, Range 12 East of the 6th Principal Meridian, recorded by Plat and Dedication in Book 1779, at Page 647, filed on June 3, 1986, Douglas County, Nebraska, hereinafter referred to as "the Subdivision," is subject to the terms and conditions of the Covenants and Restrictions for Wiesman Executive Plaza Subdivision (dated February 1, 1980, filed April 16, 1986, in Book 770, Page 690; and the Amendment dated July 28, 1986, and filed July 29, 1986 in Book 783, Page 198, Douglas County, Nebraska) thereto of record, hereinafter referred to as "the C & R's"; and

WHEREAS, the United States Postal Service, an independent establishment of the Executive Branch of the Government of the United States (Federal Government), has entered into a contract to purchase from Benjamin Wiesman Lots 4 and 5 and the east 210 feet of Lots 3 and 6 of the Subdivision, hereinafter referred to as "the Property"; and

WHEREAS, unusual and special circumstances exist for real property which is owned by the Federal Government, and the Federal Government has requested this Amendment in order to meet such circumstances; and

WHEREAS, according to Section 1 of Article XIV of the C & R's, the C & R's may be amended by an instrument signed by the owners of more than 50% of the land area in the Subdivision; and

WHEREAS, the Declarants, Benjamin Wiesman and Stephen P. Wiesman, Trustee, are the owners of more than 50% of the land area in the Subdivision;

NOW THEREFORE, the Declarants declare that, for as long as the Property is owned and utilized by the Federal Government for its governmental purposes, or is wholly or partially occupied by others pursuant to the written consent of the Architectural and Standards Committee as set forth in Paragraph 10 hereof, the Property shall be exempt from all of the terms and conditions of the C & R's and that only the following conditions shall apply to the Property:

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1. The Property shall initially be used for the construction of a replacement facility for the existing Northwest Station of the Omaha, Nebraska Post Office. Prior to commencement of construction, the Postal Service shall submit the proposed plans and specifications and any future proposed plans and specifications to the Architectural and Review Committee for review and comment. However, the Postal Service shall not be required to comply with any of the committee's comments except for those specifically covered in this document.
2. All buildings shall have brick, stone or decorative precast exteriors (no metal siding) and shall be compatible with the type of construction presently in the subdivision.
3. Buildings shall not exceed six (6) stories in height. All buildings must set back at least 35 feet from all property lines.
4. All employee and Postal vehicle parking and maneuvering, loading/unloading, fueling and routine maintenance areas shall be screened from views along the north, east and south property lines by the building or by an eight (8) foot high decorative masonry screen wall. All screen walls shall be a minimum of 7' from the property lines.
5. All vehicular parking, loading and unloading shall be off-street and not in landscaped areas. In no case shall any dismantling or servicing of motor vehicles other than routine maintenance (such as checking and filling fluid levels, changing flat tires and cleaning), be permitted outside of any building. All parking areas shall be hard-surfaced, with either portland cement or asphalt. No loading dock shall be constructed on the east side of the building.
6. All non-improved areas shall be landscaped with grass, shrubs and/or trees. All landscaped/sodded areas shall be attractively maintained up to the edge of the pavement on the abutting street or streets, so as not to detract from the rest of the area. No supplies, vehicles, equipment, or other materials shall be kept stored or displayed outside the confines of the decorative screen wall. No personal property shall be abandoned on the property.

7. The Postal Service's and the Federal Government's use of the property will be in compliance with all State and Federal Environmental regulations; however, this paragraph is not a covenant or a restriction on the Postal Service's and Federal Government's use of the property, and neither the property owners in the Subdivision, nor the Architectural and Standards Committee nor the members of the general public shall have any right to sue to enforce compliance with this paragraph.

The premises shall be kept in a safe and clean and presentable condition at all times.

8. All utility service lines upon the property must be kept underground.
9. Except with the prior written consent of the Architectural and Standards Committee, as established by Article III of the C & R's for the Wiesman Executive Plaza Subdivision:
- a. No owner, lessee, or occupant of the Property shall use or permit to be used any portion of the Property under his control for the erection of signs, billboards or displays other than those directly related to its own business conducted thereon. No poles (except flag poles), aerials or antennas shall exceed ten (10) feet above ground level. Any TV dish or similar appliance shall be screened from view.
  - b. At no time and in no event shall the Property be subdivided into additional lots or parcels, nor shall less than all of the entire Property be sold, conveyed, leased or rented to a non-governmental entity.


Such consents shall not be unreasonably withheld.


10. If the entire property is hereafter leased to a non-federal-governmental entity and used for non-federal-governmental uses, the provisions of this Amendment shall abate during such period of non-federal-governmental use, and in such event the applicable provisions of the C & R's shall govern the use of the Property. This Amendment shall again become operative when and if the Property is thereafter reoccupied by the Federal Government and used for federal governmental purposes.
11. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, and to extend wires for the carrying and transmission of electric current for light, heat and power, and for all telephone service under, in and across a strip of land eight feet (8') in width along the exterior boundary of Wiesman Executive Plaza and five

feet (5') in width abutting all dedicated street right-of-ways. No permanent building or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

12. Nothing herein contained shall in any way affect, modify or limit the applicability of the C & R's to the other property in the subdivision.
13. No subsequent amendments to this Amendment shall affect the Property without prior written approval from the Federal Government; provided it is then the owner of the Property.
14. Nothing herein shall otherwise affect or limit such subsequent amendments to the C & R's.
15. This amendment shall terminate and the C & R's shall thereafter continue in full force and effect in the same manner as though this Amendment had never been adopted at such time as the Property is sold, transferred or conveyed to a non-Federal Government entity.
16. If any paragraph or part thereof of this Amendment shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.
17. Any notice required to be sent to any of the parties hereto or to the Architectural and Standards Committee shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the parties hereto. If hand delivered, written receipt must be dated and signed by both parties.

IN WITNESS WHEREOF, the Owners have executed this Declaration this 29<sup>th</sup> day of November, 1988.

  
Stephen P. Wiesman, Trustee

  
Benjamin Wiesman