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RESTRICTIVE COVENANTSGEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until

Lots 1 through 52, inclusive, all in Millard Industrial Park, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said Lots, or their grantees, heirs, or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing and to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

1. LIMITATIONS AS TO TYPE OF CONSTRUCTION. All buildings erected on properties, except ancillary buildings, shall be of approved masonry construction such as brick, stone, painted or colored architectural concrete over a steel or concrete frame, excepting that exterior walls that face interior lots lines may be of painted metal or painted asbestos material from a point 20 feet back of the required front masonry wall.

2. ANCILLARY BUILDINGS. Ancillary buildings may be of painted metal or painted cement panels wall construction if screened from peripheral streets by other buildings, trees or shrubs properly planted and maintained. Otherwise, the same construction standards as required in the first paragraph of this article shall apply.

3. APPROVAL OF PLANS. Before commencing the construction or alteration of all buildings, enclosures, fences, landscaping, signs, drainage plans, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the property owner shall first submit site plans or plans and specifications therefor to Jacobs Limited Partnership for its written approval. In the event that Jacobs Limited Partnership shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.

4. BUILDING SET-BACKS. There shall be a minimum front yard set-back of, 50 feet from any street and a minimum side yard and rear yard set-back of 10 feet from the respective lot line.

5. LANDSCAPING. The front yard shall be landscaped and properly maintained as a lawn area except that part used for driveways or parking, provided, however, that no part thereof may be so used for driveways or parking without the prior approval of Jacobs Limited Partnership.

The minimum distance between any two buildings on the same tract shall be 20 feet.

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6. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC. The owner of any site or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and policy requirements and regulations, and any owner will remove at this or its own expense any rubbish of any character whatsoever which may accumulate on said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the lawn area required by paragraph 2 hereof, then, and only then, Jacobs Limited Partnership shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.

7. OUTSIDE STORAGE. No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property.

No area outside the confines of a walled building shall be used to display any article of merchandise held for the purpose of resale.

8. PARKING FACILITIES. All vehicular parking (customer, visitor and employee) shall be off-street. The number of vehicular parking spaces shall be sufficient at all times to conduct maximum business on each individual tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking areas shall be hard surfaced with a suitable dustless material.

9. SIDEWALKS. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot, numbers 1 through 23. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

10. NO TEMPORARY STRUCTURES. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned.

11. NO OFFENSIVE USAGES. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Millard Industrial Park area by reasons of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

12. ERECTION OF SIGNS. No owner, lessee, or occupant shall use any part of premises for erection of signs, billboards, or

displays other than those directly advertising the business conducted on such premises.

Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

13. MOVING IN EXISTING STRUCTURES. No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

14. MAINTENANCE OF UNDEVELOPED AREAS. That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area as hereinbefore provided shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops. The landowner is, in accordance with existing Nebraska Statutes, responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets.

15. POWER AND TELEPHONE EASEMENTS. 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, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service, below a five foot (5') strip of land adjoining the rear and side boundary lines of said lots in said additions; said license is granted for the use and benefit of all present and future owners of lots in said additions; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above described easement area all telephone, cable television and electric power service lines from property line to building shall be underground.

16. DRAINAGE EASEMENT. A private surface drainage easement is granted to the present and future owners of Lot 24 through 32 inclusive. Said easement is to be maintained as it now exists along the east side of said Lots. Said maintenance shall be by the owners of the respective Lots 24 through 32 inclusive. Any alteration of the drainage swale configuration is prohibited unless all owners of said Lots agree otherwise. Said easement is also shown on the recorded plat.

17. AMENDMENTS. For a period of ten (10) years following the date hereof, Developer shall have the right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.

18. DURATION. These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2010, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property covered by these protective covenants, to prosecute any proceedings at law or in equity against the

persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations or both.

19. SEVERABILITY. If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason the remaining parts so far as possible and reasonable shall be effective and fully operative.

DATED: This 5<sup>th</sup> day of January, 1987.

JACOBS LIMITED PARTNERSHIP, A  
Nebraska Limited Partnership,

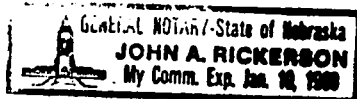
By: Warren L. Jacobs  
Warren L. Jacobs, General Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Omaha in said County,  
the day and year last above written.

~~Notary Public~~



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